

**COLLABORATIVE AGREEMENT BETWEEN
XXXX SCHOOL DISTRICT (XSD)
AND
XXXX COMMUNITY MENTAL HEALTH AUTHORITY (CMH)
And “Community/Social Service Agency” (CSSA)**

The purpose of this collaborative agreement is to ensure the provision, integration and coordination of mental health services for our mutual consumers.

WHEREAS, the XXXX School District (XSD) in an effort to integrate and promote mental health throughout the district;

WHEREAS, the XXXX County Community Mental Health Authority (CMH) has the required expertise and experience necessary and appropriate to perform certain functions within the scope of this effort;

WHEREAS, CMH is the Community Mental Health Service Provider for XXXX County, Community Social Service Agency (CSSA) is under contract with CMH to provide 24/7 crisis services and assessment for referral for ongoing mental health services and supports.

NOW THEREFORE, the XSD and CMH and CSSA mutually agree to the following terms of this contract beginning September 2, 2008.

- I. The XSD agrees to do the following:
 - Assist in the identification and referral of students to CSSA.
 - Identify and offer at-risk students (i.e. attendance, academic achievement, behavior) with potential mental health issues, early intervention and learning support services. (This is the school’s commitment to offer early intervention/learning support strategies in the school for students prior to referring to CMH).
 - Promote parental involvement in collaboration with mental health providers.
 - Include a mental health provider into IEP/student assistance teams as individually needed.
 - Recognize this collaboration as an essential effort toward school implementation of integrating mental health services into schools.
 - Comply with referral process as agreed upon (see attached XSD Mental Health Referral Procedure)

- II. CMH through organizations under contract to provide services and supports agrees to do the following:
 - CSSA will accept referrals from school for services when appropriate and consistent with admission criteria, utilizing referral procedures as agreed upon.
 - CSSA will clarify and collaboratively resolve crisis situations, provide a decision on eligibility for public mental health services and supports and facilitate a follow up appointment with a service provider of the student/families choice. For those who are not eligible for public mental health services and supports, CSSA will

provide the eligibility decision and an opportunity for a second opinion. Referrals for appropriate community services will be provided as well. Appointments are scheduled immediately and will be anytime within 14 days. Exact timeframe is contingent on the urgency of the individual situation.

- Communicate with referring school personnel.
- The chosen service provider selected by the student and family will collaborate with school on behalf of mutual consumers.
- Contract service providers can provide on-site consultation, education, screening, assessment and brief counseling services during the academic year.
- CMH will offer community resource education within the school setting (i.e. school staff groups, parent meetings, community forums, etc.)
- CMH, through CSSA, will designate a staff liaison to work with school on student referral issues.
- CMH will meet with XSD liaisons to review this agreement on a regular basis (i.e. quarterly) to evaluate effectiveness of components of this Agreement. Any adjustments identified, agreed upon by both parties, will be made and documented.

III. Compliance with Assurances

A. CMH agrees to the following assurances in order to ensure quality and continuity of care:

1. Provider Staff

Employees or contractors providing mental health services will meet necessary qualifications for the services provided. Additionally, practitioners will provide services only in areas in which they are licensed or credentialed.

2. Liability Insurance

Each practitioner will be covered by liability insurance either through their employer, privately or both.

3. Continuity of Care/Services

Work to provide person-centered services that are in the best interests of mutual consumers and are in keeping with standards and guidelines set forth in the Mental Health Code and as may be revised in subsequent Bulletins issued during the life of this agreement.

4. Consent for Treatment

Consumers 14 years of age or older may consent for their own mental health services for up to 12 weeks or 4 months without parental/guardian consent or notification per Michigan law. For consumers under the age of 14, parental/guardian consent will be obtained either by the agency or the provider prior to providing services.

B. Both Parties agree to the following assurances:

1. Confidentiality

All aspects of services and/or releases of information will comply with Federal and State regulations, including HIPPA, and the Michigan Mental Health Code, regarding consumer privacy and confidentiality. Records will be completed promptly and filed. All records will be retained in a protected safe and secure manner. Access to identifying information in these records will only be a necessary for the purpose of performing responsibilities under this contract and by personnel interacting directly with consumer.

Appropriate disclosure contained in the records will be consistent with confidentiality rights of all parties involved. This includes the sharing of "need to know" information which may contain but is not limited to diagnoses, testing results, social and behavioral functioning information, and familial information.

2. Place of Service

Services will be provided in (setting), to include an area on or off-site based on the particular desires and needs of the client.

3. Billing Procedures

This Agreement contains no implication of financial responsibility on the part of either institution for the other.

4. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

5. Term and Termination

This Agreement shall commence on September 2, 2008. Each party agrees to meet at least yearly to evaluate this Agreement and make any adjustments deemed necessary.

, Exec. Dir., Student Support Services, XSD Date

, Superintendent, XSD Date

, Executive Director, CMH Date

CSSA Date