

**COLLABORATIVE AGREEMENT**  
**Between**  
**the Board of Education of**  
**Livingston County, Kentucky**  
**("School District") and**  
**Emerald Therapy Center, LLC ("EMERALD")**

**The purpose of this collaborative agreement ("Agreement") is to ensure the provision, integration and coordination of care for the mutual benefit of children and families residing in the School District and receiving mental health services through EMERALD's network of services.**

**WHEREAS, the School District desires to integrate and promote mental health in throughout the district;**

**WHEREAS, EMERALD has the required expertise and experience necessary and appropriate to serve children and their families experiencing serious emotional disturbances, developmental disabilities, serious mental illness, or substance use disorders, within the scope of this effort;**

**NOW THEREFORE, the School District and the EMERALD mutually agree to the following terms of this contract from 07/01/17 to 06/30/18.**

**I. School District agrees to do the following:**

- Provide a place of service
- Include EMERALD in the list of potential service providers that is made available to parents/guardians of students who are seeking assistance.

**II. Emerald Therapy Center, LLC agrees to do the following:**

- Screen any child for EMERALD service eligibility via an appointment or walk-in.
- Accommodate urgent situations at the Center, or at the school. **Emergent situations (e.g., active suicidal plan) should be referred to the Emergency Room, not EMERALD.**
- Accept referrals from school into services when appropriate and consistent with EMERALD eligibility criteria.
- Assure that eligibility for specialty services and supports shall not be limited on the basis of race, color, religion, national origin, age, gender, sexual orientation, political affiliation, income level, insurance status, ability to pay, or disability.
- Maintain the confidentiality of the information received in accordance with the signed release of information.
- Communicate with designated members of the referred child's team as authorized through a signed release of information.
- Provide education to school staff.
- Provide educational groups for parents within the school setting as requested through EMERALD.
- Designate a staff liaison in the Center to work with school on student referrals.

**III. Compliance with Assurances**

**A. Emerald Therapy Center, LLC. 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 specific qualifications for the services provided. Additionally, clinicians will provide services only in areas in which they are licensed or credentialed.

Prior to any employee or contractor rendering mental health services under this Agreement, the individual shall have submitted to a ~~national~~ state background check consistent with Livingston County Board Policy 3.6 and KRS 160.380. The results of said background checks shall be provided to the Superintendent or his designee before any services are provided under this Agreement. In no event shall an individual perform services pursuant to this Agreement who has a record of a sex crime or as a violent offender as defined in KRS 17.165.

### **2. Liability Insurance and Indemnity**

Each clinician will be covered by liability insurance.

Indemnify, defend, and hold harmless School District, its employees, representatives, and agents, for any and all claims, causes of action, and suits at law or equity which relate to acts or omissions of EMERALD, or any of its clinicians, employees, agents, or representatives under this Agreement.

### **3. Continuity of Care/Services**

Work to provide therapeutic centered services that are in the best interests of students.

## **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 the Health Insurance Portability and Accountability Act (HIPAA), the Family Education Rights and Privacy Act (FERPA), Medicaid (if appropriate) 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 as necessary for the purpose of performing responsibilities under this contract and by personnel interacting directly with students.

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.

EMERALD understands that if as a result of this Agreement, School District has received parental permission to disclose certain student records to EMERALD pursuant to the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA") School District and EMERALD have a duty to maintain the confidentiality of these records. Pursuant to FERPA and this Agreement, EMERALD agrees that any student records disclosed to EMERALD by School District will not be redisclosed to any other party without the prior consent of the parent or eligible student. Officers, employees, and agents of EMERALD may use the student records disclosed solely for the purpose for which the disclosure was made. If EMERALD receives a subpoena or similar court or government issued order requiring disclosure of student records held by EMERALD, EMERALD agrees to follow the procedures listed in FERPA (in particular, 34 C.F.R. 99.31) concerning that disclosure and to notify School District prior to making such a disclosure so that all parties may ensure that proper legal protocols are followed. For the purposes of this Agreement, student records are defined as

records that contain information that personally identifies a specific student or students given to EMERALD by School District.

**2. Place of Service** (each site will need to make this specific to their needs/agreement)

Services will be provided in settings appropriate and may be office-based, school-based, or community-based.

**3. Billing Procedures**

This Agreement contains no implication of financial responsibility on the part of either institution for the other. Services provided that are eligible for billing will be submitted to those responsible parties according to EMERALD or other 3<sup>rd</sup> party billing policy.

**4. Term and Termination**

This Agreement shall commence on 07/01/2017 and shall expire on 06/30/2018. Notwithstanding this term, this Agreement may be early terminated with or without cause by either EMERALD or School District upon thirty (30) days prior written notice to the other party.

**The above-mentioned responsibilities and assurances have been agreed upon for all parties involved:**

\_\_\_\_\_  
Livingston County School District  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Shelly Baer, President  
Emerald Therapy Center, LLC

\_\_\_\_\_  
Date