# COLLABORATIVE AGREEMENT

# Between Garrard County Schools and Central Kentucky Counseling Associates, LLC

#### 1. MISSION

The mission of this agreement/partnership is to create a safe, supportive, and accessible environment for students at Garrard County Schools to receive in-school mental health services. This mission supports the mission of the school to create an environment of life long learners who achieve their maximum potential to participate and contribute to a democratic society

#### 2. STATEMENT OF NEED/PURPOSE OF AGREEMENT

WHEREAS, Garrard County Schools in effort to integrate and promote mental health throughout the district

WHEREAS, the Central Kentucky Counseling Associates, LLC (herein referred to as "CKCA") has the required expertise and experience necessary and appropriate to serve students experiencing serious emotional disturbances, within the scope of this effort;

NOW THEREFORE, Garrard County Schools and CKCA mutually agree to the following terms of this contract from September 21, 2023 to September 21, 2024. This agreement will be reviewed annually for renewal, changes, or termination.

### 3. EXPECTATIONS OF BOTH PARTIES

- *I. Garrard County Schools agrees to do the following:*
- Assist in the identification and referral of students who may be displaying behaviors related to poor mental health and/or possible imminent risk of harm to self or others.
- Refer students of concern to CKCA when deemed necessary using the previously defined referral process.
- Ensure that parental consent for crisis risk assessments or general counseling consultation has been obtained and documented prior to contacting CKCA clinician(s).
- Encourage parental involvement in the mental health assessment and treatment process.
- Maintain the confidentiality of the information received in accordance with the signed release of information.
- II. Central Kentucky Counseling Associates, LLC agrees to do the following:
- Accept referrals from school into services when appropriate and consistent with CKCA eligibility criteria, and pending the availability of services when Medicaid is not the payer, utilizing referral process as agreed upon.
- Conduct crisis intervention risk assessment for students deemed an imminent risk to themselves or others as identified by school staff.
- Assure that services and supports for students 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 student's team as authorized through a signed release of information (i.e., school staff, student's guardians) or verbal consent in the event of a crisis intervention response.
- Provide education to school staff as requested.
- Provide documentation of assessments to school staff as requested/as needed.

## 4. PAYMENT, COSTS AND BILLING MECHANISMS

- 1. Costs for Crisis Services. In return for crisis intervention services provided by CKCA, CKCA may, at its clinician's discretion, bill Garrard County Schools for his/her time at the rate of \$75 per hour starting once the clinician arrives at the school. Garrard County Schools agree to reimburse CKCA for services upon completion of any and all required documentation (e.g. evaluation reports, time sheets, logs).
- **2. Billing Medicaid/Commercial Insurance**. Garrard County School agrees that CKCA shall be responsible for billing Medicaid and other third party payers for all other mental health services rendered at Garrard County Schools.
- 3. Submission of Invoices. All invoices for services will be turned in on a monthly basis with a description of services, the number of hours, name of student(s), and the cost for each service. The parties agree that CKCA invoices are to be submitted to Garrard County Schools in a timely manner, after the services have been provided. If invoices are submitted after six months after the last date the services have been rendered, then the School shall have no obligation to pay for the stale invoices. The parties agree that payments will be made for services rendered in a timely manner.

#### 5. LIABILITY

Garrard County Schools assumes no liability for actions of CKCA under this Agreement. CKCA agrees to hold harmless, the School, against any and all liability loss, damage, cost or expenses arising from wrongful or negligent acts of CKCA, which School may sustain, incur or be required to pay as a result of CKCA's performance under this contract. Likewise, CKCA assumes no liability for actions of Garrard County Schools under this Agreement. Garrard County Schools agrees to hold harmless, CKCA, against any and all liability loss, damage, cost, or expenses arising from wrongful or negligent acts of Garrard County Schools, which CKCA may sustain, incur or be required to pay as a result of Garrard County School's performance under this contract.

6. SIGNATURE OF BOTH PARTIES

Agency Director

Date Signed