

Sample Working Agreement

PARTNERSHIP BETWEEN _____ SCHOOL AND _____ COMMUNITY AGENCY FOR PROVISION OF BEHAVIORAL HEALTH SERVICES

The language below is intended to be as comprehensive as possible. Language should be tailored to the needs and requirements of each institution. It is not necessary to include all the sections below.

1. MISSION

The mission of this School-Community Partnership is to create a safe and supportive environment for students at _____ School. 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

In response to _____, the _____ School, with the help of its Collaborative Stakeholder Group, conducted a needs assessment of its students. The results of this assessment indicated a high number of students reporting signs of mental health/substance use problems, substance abuse and exposure to violence. In tandem with the needs assessment, the Collaborative Stakeholder Group conducted an asset mapping survey to assess what services and supports are available to the students in their school environment. The results of this survey indicated an insufficient number of staff to address students presenting with mental health problems as well as a lack of information and inadequate knowledge about how to intervene with the reported problems. In response to the high degree of mental health needs of students and staff limitations in addressing those needs, the _____ School and the _____ Community Agency have cooperatively designed a program that provides prevention, early intervention and treatment services to the students of the _____ School. During a 2-year period, objectives, which must be measurable are:

- 1) Increase students' and staff knowledge of social and emotional development, mental health and substance use.
- 2) Decrease reported incidents of violence, substance abuse, suspensions, and absences.
- 3) Increase number of mental health referrals made by school personnel.
- 4) Increase percentage of students accessing and receiving mental health/substance use services.

3. RELATIONSHIP BETWEEN PARTIES

THIS AGREEMENT is made as of this ___ day of _____, 200_ by and between the _____ School hereinafter referred to as the "School," and the _____ Agency, hereinafter referred to as "Consultant." The term of the contract will be effective _____ and reviewed yearly. At any time, the School or Consultant may terminate this contract with a 30 days prior written notice without incurring any liability. The School and Consultant acknowledge that for the purposes of services rendered pursuant to this Contract that the Consultant is an independent contractor and neither the Consultant nor any of the Consultant's employees is an employee of the School. Consultant must give full personal

attention to the faithful execution of this Agreement. Consultant shall not subcontract or assign any part of the Agreement without written consent of the School.

4. CONTACT INFORMATION OF BOTH PARTIES

All written notices and communications concerning this Agreement should be sent by the School to the Consultant and shall be addressed to:

(Include name, title, and mailing address)

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5. EXPECTATIONS OF BOTH PARTIES

Description of Services

In support of our mission to create a safe and supportive environment for students at the _____ School, we agree to support the School-Community Partnership in the following ways:

The School will:

- Maintain continued membership and active participation in the School-Community Partnership.
- Provide administration and fiscal oversight for the project.
- Be responsible for hiring the Project Coordinator and monitoring the entire project.
- Provide facility space for contracted providers for the delivery of program services and activities.
- Promote program services and activities in the community.
- Maintain ongoing, consistent communication between the School and Consultant.
- Provide data necessary for evaluation of this proposal to the local evaluator(s).
- Follow established protocols for referral, crisis and treatment protocols that specify procedures for: a) Who refers, b) How and to whom to refer (phone/written), c) When to refer, for what reasons, d) What action is taken with the referral, e) How are communications and feedback handled regarding referral.

The Consultant will:

- Maintain continued membership and active participation in the School-Community Partnership.
- Assure the provision of consultation, education, screening, assessing, referring, treatment and coordination of services for youth in need of mental health services (on-site and off-site).
- Collaborate with the School and other project partners to ensure the linkage and delivery of services that respond to the family's needs. (Includes, but is not limited to: social services, mental and physical health assessment, and mental health services).
- In compliance with mental health confidentiality law and HIPAA regulations, provide data necessary for evaluation of this proposal to the local evaluator(s).
- Follow established referral, crisis and treatment protocols that specify procedures for: a) Who refers, b) How and to whom to refer (phone/written), c) When to refer, for what reasons, d) What

action is taken with the referral,e) How communications and feedback are handled regarding referral.

- Collaborate with school to tailor classroom observation, skill training, school wide interventions and prevention activities (e.g. social and emotional development, educational information about risk and protective factors for mental health, substance abuse and violence prevention.).

Expected Outcomes:

- Consultant will provide ____ FTE in the school.
- Consultant will provide a minimum of ____ consultations to school staff on mental health, substance use, and social and emotional development.
- Consultant will serve at a minimum of ____ students.
- Absentee rate will decrease by ____ percent.
- Suspension rate will decrease by ____ percent.
- Reported incidents of violence will decrease by ____ percent.
- Reported incidents of substance abuse will decrease by ____ percent.

6. COMMUNICATION AND COORDINATION

The Project Coordinator for the SCP will be responsible for coordinating communication and information sharing among participating partners. Methods for sharing information will include quarterly meetings of the Collaborative Stakeholder Group, written status reports, and monthly meetings between the Project Coordinator and the Principal or Principal’s designee.

7. CONFIDENTIALITY

The Contractor agrees that any information obtained concerning persons served by the agency will remain confidential.

The Contractor agrees not to disclose any information concerning said persons without written authorization from said persons, and only for purposes directly connected with the administration of the program and services, or as may be required by State or Federal law:HIPAA; FERPA Mental Health and Developmental Disabilities Confidentiality Act; mandated abuse and neglect reporting

Written release of information and/or disclosure of records. Contractor shall request authorization in writing from the minor and their parent or guardian to release any information to the school, including assessment, treatment planning, and discharge summary.

Guidelines

8. MONITORING AND EVALUATION

The Collaborative Stakeholder Group will evaluate the implementation of the Agreement annually. The School and Consultant will develop criteria based on expected outcomes to evaluate the implementation of the Agreement using existing review data and monitoring procedures of each agency. ACTIVITIES MAY INCLUDE:

1. Training and Technical Assistance. The Collaborative Stakeholder Group will assess training and technical assistance needs related to collaboration and service coordination for the target population. During quarterly meeting of designated agencies, training and technical

assistance needs will be discussed and strategies for collaborative support and assistance will be developed.

2. Performance Evaluation. The School or Collaborative Stakeholder Group may conduct an evaluation for the Consultant's performance under this Agreement. Consultant shall fully cooperate with the School and shall provide such information and documents as may be requested to conduct the performance evaluation.

3. Quality Management. The School and Consultant must follow the procedures set in place by the Collaborative Stakeholder Group to resolve disputes between agency and school staff.

4. Consumer Rights. Each student must be treated with dignity and afforded full rights as an individual to make decisions and participate in treatment planning. There shall be a written complaint/grievance process, visible to students, through which a student may appeal a dispute with the Agency.

9. TARGET POPULATION

The program will target high school-age children who attend the _____ School with three levels of interventions:

1. *General Education Population* – Students who would benefit from participating in programs that promote social and emotional learning.

2. *High Risk Students* – Students who have been identified by teachers or support staff as displaying behavioral and/or emotional problems and need to be assessed for possible services.

3. *Students experiencing mental health problems* – Students who have experienced a mental health crisis and/or history of mental illness who require short term diagnostic and treatment services.

10. ENVIRONMENT

Services will be provided in the school building. The school is expected to provide the Agency with a mailbox, a workspace that permits confidential interviews and access to a phone for confidential calls. The workspace will be made available to the agency during on ___ (day of week) during the hours of _____. When school is closed for vacation or holidays, the agency can access the space by submitting a written request to _____. The school and school's respective custodial contractor will clean and maintain the space with the baseline regulations established for the entire building.

11. RECORD KEEPING/DOCUMENTATION

Records. The Consultant will keep working files for each student in a locked cabinet in the designated office, which can also be locked. As cases are closed, files will be transported to the Agency and kept in a secure space. Policies regarding access and maintenance of records, including electronic records, will be developed and followed by the partnership.

Reporting. On a quarterly basis, the Consultant agrees to submit documentation identifying the number of students referred, the number of assessments made, and the number of students receiving services. A summary of program activities for the school year will be submitted annually by _____ (date), and will include: demographic information on each child receiving services, a summary of the activities of the Consultant, and a summary of evaluations completed by the school principal and members of the Collaborative Stakeholder Group.

12. ROLES AND QUALIFICATIONS OF STAFF

Professional Licensure and Certification. In the event that the services to be provided by the Consultant must by law be provided by individuals who are licensed and/or certified, the Consultant shall only assign individuals to provide services under this Agreement who are licensed, certified, and/or credentialed in accordance with the law. All such individuals assigned by the Consultant to provide services shall maintain their license and/or certification in good standing during the term of this Agreement. Consultant shall, prior to providing services, submit documentation that the individuals assigned to provide services are properly credentialed and are licensed and/or certified to: _____.

Criminal Background Check. It is the responsibility of the Consultant to make certain that its employees, agents, volunteers and contractors who may have contact with students are in compliance with the School Code of West Virginia.

13. INSURANCE

The Consultant shall maintain current insurance coverage for itself and each staff who provides services pursuant to the Agreement in an amount satisfactory to the School. Such coverage shall include professional liability, malpractice, worker's compensation and bonding. Before any services are provided hereunder and upon execution of this Agreement, contractor shall furnish the school certificates for coverage. Indemnification. Contractor hereby agrees to indemnify and hold harmless the School, its officers, agents and employees against any and all claims, directly or indirectly arising out of or relating or resulting from the furnishing of services described herein, and caused by negligence of Consultant or its staff.

14. PAYMENT, COSTS AND BILLING MECHANISMS

OPTIONS MAY INCLUDE:

1. **Billing Medicaid.** The School agrees that the Consultant shall be responsible for billing Medicaid and other third party payers for the Consultant's services rendered hereunder.

Consultant reserves right to keep any such payment collected.

2. **Costs for Services.** In return for services provided by the Consultant, the School will reimburse for services provided in accordance with the attached budgets upon completion of any and all required documentation (e.g. evaluation reports, time sheets, logs, receipts). Payment will be made monthly (or in aggregate amount) not to exceed \$xx. This amount may be increased to \$xx pending review by Project Coordinator.

3. **Submission of Invoices.** All invoices for services need to be turned in on a monthly basis with a description of services, the number of hours, social security numbers of clients, and the cost for each service. The parties agree that the Consultant invoices are to be submitted to the School in a timely manner, after the services have been provided to the School. 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.

4. **Taxes.** The Consultant is responsible for complying with all Federal and State laws as to tax and Social Security payments to be withheld from wages paid to said employees. The School assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on behalf of the Consultant, its employees and/or others by reason of this Agreement .

15. NONDISCRIMINATION

The Consultant agrees to comply with ADA, Americans with Disabilities Act, Title VI of the Civil Rights Act of 1964, the Constitution of the United States, and any laws, regulations or

orders, State or Federal, which prohibit discrimination on the grounds of race, sex, religion, national origin, inability to speak or comprehend the English language, or by reason of disability.

16. LIABILITY

The School assumes no liability for actions of the Consultant under this Contract. The Consultant agrees to hold harmless, the School, against any and all liability loss, damage, cost or expenses arising from wrongful or negligent acts of the Consultant, which School may sustain, incur or be required to pay as a result of Contractor’s performance under this contract.

17. SIGNATURE OF BOTH PARTIES

_____	_____
Agency Director	Date of Signature
_____	_____
Authorized School Official	Date of Signature

This sample working agreement was developed with input from the following documents:

1. Mental Health Association of the North Shore (MHANS) Community Partnering Program for Social- Emotional Wellness.
2. Statewide Cooperative Agreement between US Department of Health and Human Services Region V, IDCFS, IDHS, Illinois Head Start Association August 2004
3. Chicago Public Schools Policy for School Based Health Centers
4. Contract Agreement between Baltimore Mental Health Systems Inc and the University of Maryland, Baltimore School Mental Health Program
5. Contract between County Head Start/Early Head Start Program and County Mental Health Center
6. Contract for physical therapy, occupational therapy and speech/language/pathology services between the Rainbow Center and Naperville Community Unit School District
7. Contractual Agreement for Safe Schools/Healthy Students Partners, Fillmore Center for Human Services & Community Care Options and Morton School District
8. Contractual Agreement for Safe Schools/Healthy Students Partners, J. Sterling Morton High School District and Cook County Department of Public Health
9. Education Referral Protocol for Referrals to the Mental Health System of Care, Champaign County
10. Interagency Memorandum of Agreement between Illinois State Board of Education, Illinois Head Start, Administration for Children and Families, Illinois Department of Human Services, Mental Health
- 11 . Letter of Agreement between Community Counseling Centers of Chicago and Asian Human Services
12. Letter of Agreement between Community Counseling Centers of Chicago and Institute for Juvenile Research
13. Master Professional Services Agreement between the Baltimore City Board of School Commissioners and University of Maryland, Baltimore
14. Memorandum of Agreement for Safe Schools Healthy Students Initiative, We Go Together (West Chicago Elementary District #33 and collaborating agencies) Service Provision Protocol Agreement between Community Counseling Centers of Chicago and Chicago School Readiness Project

15. Skilled Nursing Service Agreement between Midwest Home Health Care and Naperville
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