

MENTAL HEALTH CONTRACTED SERVICES AGREEMENT

This agreement is made and entered as of the 5 day of February, 2015, by and between The Town of Canton Youth Services Bureau, P.O. Box 168, 4 Market Street, Collinsville, CT 06022 (hereinafter referred to as "CYSB") and Elaine R. Morisano, Ph.D., 37 Mohawk Dr, Canton, CT. 06019 (hereinafter referred to as "Consultant"). The Consultant and CYSB are hereinafter sometimes referred to individually as a "Party" and together as "Parties."

The Town of Canton Youth Services Bureau and Elaine R. Morisano, Ph.D. share the goal of providing services that improve the social functioning and mental health of children and youth living in the Town of Canton, Connecticut. Both parties recognize that collaboration between community based service providers and mental health practitioners is a standard practice for quality diversion and prevention programs. In order to facilitate the highest level of care to youth who live in the Town of Canton, The Town of Canton Youth Services Bureau wishes to contract with Elaine R. Morisano, Ph.D., for provision of services as outlined below.

Elaine R. Morisano agrees to provide the following:

1. Accept referrals from the Canton Youth Services Bureau for diagnostic evaluations and outpatient psychotherapy. The cost for evaluations and ongoing counseling shall be at the rate of \$75.00 per hour for individual and \$125.00 per hour for family therapy. A cancel / fail fee of \$25.00 will be assessed if an appointment is cancelled or failed with less than 24 hours notice.
2. Review all collateral information forwarded by The Canton Youth Services Bureau in preparation for evaluations.
3. Secure a signed authorization for release of information from clients between the consultant and CYSB so that information can be exchanged following HIPAA guidelines and other applicable laws for each referred youth.
4. Provide written summary of contacts with signed consent.
5. Collaborate with Canton Youth Services Bureau staff regarding the development and monitoring of community-based interventions.
6. Provide The Town of Canton with an invoice for services rendered on a monthly basis. Consultant will not bill or attempt to collect any charges for services from a youth's family for the services provided under this agreement.
7. Act in accordance with the Town of Canton's Code of Ethics as specified in ordinance #230.
8. Provide a copy of your liability insurance which meets all the specifications outline herein.

The Town of Canton Youth Services Bureau agrees to provide the following:

1. Provide full demographic and contact information on all referrals by completing a referral form and forwarding to the Consultant's attention.
2. Provide in writing a brief description of the reason for the referral, the presenting problems and concerns, and the recommendations of the Town of Canton Youth Services Bureau.

3. Forward all available written collateral information on the referred child or adolescent as permitted by applicable law to include: Psychiatric Evaluations; pharmacological evaluations; psychological testing; psychological history; academic and learning disability history; behavior assessment; developmental history when available; and clinical/academic observation notes.
4. A private confidential counseling room will be provided that is conducive to counseling sessions.
5. Provide regular updates regarding the adolescents functioning in the community.
6. Collaborate with the Consultant regarding the development and monitoring of community based treatment recommendations.
7. Compensate the Consultant for all counseling and evaluation services rendered within 15 days of receiving an invoice at the rate set forth on page one (1) of this agreement.

CLINICAL RESPONSIBILITIES

It is mutually understood that neither CYSB nor the Consultant is responsible for carrying out clinical recommendations provided to families during evaluations. This responsibility will reside with the family.

PERSONNEL QUALIFICATIONS AND COMPETENCY

The Consultant represents and warrants that he has met all applicable education requirements for a ~~Masters Degree in Social Work~~ and is currently licensed by the State of Connecticut as a Licensed ~~Clinical Social Worker~~ ^{Psychologist}. The Consultant shall comply with all requirements required by Connecticut Statute as a Licensed ~~Clinical Social Worker~~ ^{psychologist}. Consultant shall perform his duties under this Agreement in a competent, professional and ethical manner in compliance with all applicable federal and state laws and regulations and CYSB policies and procedures applicable to consultant services hereunder.

DISCLOSURE

The Consultant has disclosed and shall disclose to CYSB the following matters, whether occurring prior to or during the term of this Agreement, immediately upon their occurrence or upon receipt by the Consultant of knowledge that any such matter is reasonably likely to occur in the future:

- a. Any malpractice suit, claim (whether or not filed in court), settlement, settlement allocation, judgment, verdict or decree against the Consultant;
- b. Any disciplinary, peer review or professional review investigation, proceeding or action instituted against the Consultant by any licensure board, hospital, health care facility or entity, professional society or association, third-party payer, peer review or professional review committee or body, or governmental agency;
- c. Any criminal complaint, indictment, or criminal proceeding in which the Consultant is named as a defendant (excluding minor traffic violations or misdemeanors that would not reasonably be expected to affect the Consultant's performance in accordance with the terms of this Agreement or his professional reputation in the community);
- d. Any investigation or proceeding, whether administrative, civil or criminal, relating to an allegation against the Consultant of filing false health care claims, violating anti-kickback laws, or engaging in other billing improprieties;

Ph.D.
in
psychology

- e. Any physical or mental illness or condition that impairs or may impede the Consultants ability to practice his or her specialty;
- f. Any dependency on, or habitual use of alcohol or controlled substances;
- g. Any denial or withdrawal of an application in any state for licensure or recertification, for state or federal controlled substances registration, or for malpractice insurance, or any denial of an application for participation in any third-parry payment program.

CONSULTANT INSURANCE

The Consultant shall at all times carry, and shall provide the CYSB with a certificate of insurance evidencing adequate malpractice liability coverage covering Consultant services hereunder in an amount not less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) in the aggregate annually. The Consultant shall immediately notify the CYSB of any change or threatened change in such insurance coverage.

RECORDS

The Consultant shall retain records of Services provided pursuant to this Agreement for no less than seven (7) years from the date of the last service to the patient. The Consultant shall permit CYSB staff, representatives of state funding agencies, or auditors access to clinical records for the purpose of compliance and auditing purposes with the permission of families receiving services and an executed confidentiality statement completed by the outside inspectors.

NONDISCRIMINATION

In the performance of this Agreement, the Consultant affirms and warrants that he or she shall not unlawfully discriminate against any person or group of persons on the grounds of race, sex, color, religion or national origin or in any other manner prohibited by the laws of the United States or of the State of Connecticut.

INDEPENDENT CONTRACTOR

The Parties agree that the relationship created by this Agreement is that of an independent contractor. None of the provisions of this Agreement is intended to create, nor shall be construed to create, an agency, partnership, joint venture or employment relationship between the Parties. It is specifically agreed that Consultant is not an employee of CYSB or the Town. CYSB shall not be responsible for the payment of the Consultants taxes, withholding payments, penalties, fees, professional education and seminar expenses, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans including, but not limited to, workers' compensation and Social Security contributions, licensing and registration fees, etc, or additional benefits or expenses of any type (collectively referred to as "Taxes and Benefits"), or the filing of any necessary documents, forms, and returns pertinent to any such Taxes and Benefits.

TERMS AND CONDITIONS

The initial term of this Agreement shall be from the date of execution through June 30, 2016. CYSB may terminate this Agreement immediately due to (a) a loss or change of licensure, certification or insurance coverage of the Consultant, or (b) a determination by CYSB that Services provided under this Agreement are not of adequate quality and that the health or safety of the CYSB clients may be at risk. Either party may terminate this Agreement on prior notice of thirty (30) days to the other Party in the event of a material breach by such other Party of any of the terms or conditions of this Agreement, which breach is not cured to the reasonable satisfaction of the terminating Party within such thirty (30) day period. Either Party may terminate this Agreement without cause upon 30 days notice.

AMENDMENT

The Consultant may not assign or subcontract all or any portion of this Agreement without CYSB's prior written consent.

ASSIGNMENT

The Consultant may not assign or subcontract all or any portion of this Agreement without CYSB's prior written consent.

CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all medical, psychiatric, and fiscal records and information that came to his attention or into his possession in connection with this Agreement or the provision of the Services, to the extent required by the State and Federal law. Consultant shall maintain confidentiality of any information identified to him as being proprietary to CYSB and shall not disclose such proprietary information without CYSB consent.

GOVERNING LAW

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Connecticut and any applicable federal laws.

NOTICES


Notices given under this Agreement must be in writing and hand-delivered, sent by U.S. Mail or overnight carrier to the address provided at the beginning of this Agreement, and shall be deemed duly given when so delivered. These addresses may be changed by sending a notice as required by this Section.

WAIVER

The waiver of any breach of this Agreement shall not be considered a continuing waiver or a waiver of any subsequent breach of either the same or any other provision of this Agreement.


IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement this 5 day of February, 2015.

Contractor: Town of Canton


By Robert H Skinner
Chief Administrative Officer

1-26-15
Date

Consultant: Elaine R. Morisano, Ph.D.


By Elaine R. Morisano, Ph.D.

2/5/15
Date