

MENTAL HEALTH CONTRACTED SERVICES AGREEMENT

This agreement is made and entered as of the ___ day of October, 2016, by and between The Town of Canton, P.O. Box 168, 4 Market Street, Collinsville, CT 06022 and Omayra Rodriguez, LCSW, 56 Lawler Road, West Harford, CT 06117 (hereinafter referred to as "Consultant"). The Consultant and the Town of Canton are hereinafter sometimes referred to individually as a "Party" and together as "Parties." The Town of Canton includes the Canton Youth Services Bureau which is an Agency of the Town of Canton.

The Town of Canton and Omayra Rodriguez, LCSW 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 wishes to contract with Omayra Rodriguez, LCSW, for provision of services as outlined below.

Omayra Rodriguez, LCSW agrees to provide the following:

1. Proof of valid, current State of Connecticut licensure upon acceptance of this Agreement and no later than the anniversary date of this Agreement thereafter.
2. Proof of malpractice insurance, as specified herein, upon acceptance of this Agreement and no later than the anniversary date of this Agreement thereafter and notification to the town of any lapse or changes in coverage.
3. 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.
4. Review all collateral information forwarded by The Canton Youth Services Bureau in preparation for evaluations.
5. Secure a signed authorization for release of information from clients between the consultant and the Town of Canton and/or the Canton Public Schools as necessary, so that information can be exchanged following HIPAA guidelines and other applicable laws for each referred youth.
6. Collaborate with Canton Youth Services Bureau regarding the development and monitoring of community-based interventions.
7. 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.
8. Act in accordance with the Town of Canton's Code of Ethics as specified in ordinance Chapter #32.
9. Provide the Town of Canton with a case status sheet and invoices for all services provided the month prior by the 5th of each month.

The Town of Canton agrees to provide the following:

1. Provide full demographic and contact information on all referrals by completing a referral form and providing the referral form to the Consultant's.
2. Provide in writing a brief description of the reason for the referral, the presenting problems and concerns, and any possible recommendations of the 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. Provide a private confidential counseling room that is conducive to counseling sessions.
5. Collaborate with the Consultant regarding the development and monitoring of community based treatment recommendations.
6. Compensate the Consultant for all counseling and evaluation services rendered within 30 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 the Town of Canton 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 all applicable requirements for his or her professional license have been met, including education, specialized training and state licensing and that Consultant is competent to perform the counseling services outlined in this Agreement. Consultant shall perform their duties under this Agreement in a competent, professional and ethical manner in compliance with all applicable federal and state laws and regulations and Town of Canton policies and procedures applicable to consultant services hereunder.

DISCLOSURE

The Consultant has disclosed and shall disclose to the Town of Canton 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;
- 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-party payment program.

CONSULTANT INSURANCE

The Consultant shall at all times carry, and shall provide the Town of Canton 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 Town of Canton 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 the Town of Canton 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 the Town of Canton. The Town of Canton 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

Term of this Agreement shall be for one year. Unless notified in writing by the other Party thirty (30) days in advance of the renewal date of this Agreement, the Agreement shall automatically be renewed for a period of one year. This Agreement shall cease after the expiration of its fourth renewal (for a total of five (5) years). Thereafter, if services are to continue, a new Agreement shall be negotiated and executed between the Parties.

The Town of Canton 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 the Town of Canton that

Services provided under this Agreement are not of adequate quality and that the health or safety of the Town of Canton clients may be at risk. Either Party may terminate this Agreement without cause upon 30 days' written notice to the other party.

AMENDMENT

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

ASSIGNMENT

The Consultant may not assign or subcontract all or any portion of this Agreement without the Town of Canton'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 the Town of Canton and shall not disclose such proprietary information without the Town of Canton's 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 ___day of October, 2016.

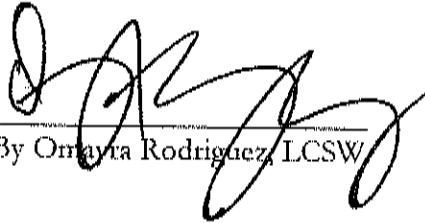
Contractor: Town of Canton



By Robert H Skinner
Chief Administrative Officer

10-25-16
Date

Consultant: Omayra Rodriguez, LCSW



By Omayra Rodriguez, LCSW

4/1/17
Date