



**Contractual Services Agreement
Between Communicare Children's Services
& Elizabethtown Independent School District**

This agreement is entered into between the Elizabethtown Independent School District and Communicare, Inc. for the 2020-2021 school year relating to professional mental health services provided by Communicare. These services will be provided for students within the Elizabethtown Independent School District in conjunction with the Family Resource and Youth Services Centers.

Communicare Agrees To:

1. Provide mental health counseling to specified students which may include the following modalities: individual, family, group, and collateral services.
2. Ensure that Communicare services under this agreement will be provided by a Qualified Mental Health Professional (QMHP) with a master's degree (or above) in psychology, social work, or a related field or by a Mental Health Associate, Community Support Associate, and/or a Targeted Case Manager with a Bachelor's degree (or above) in psychology, social work, or a related field and who is supervised by a QMHP. All such personnel mentioned in this paragraph shall be subject to approval of the Superintendent.
3. Ensure that any qualified individual providing services in the Elizabethtown Independent School District will follow all restrictions, policies, and procedures of the Elizabethtown Independent School District. Elizabethtown Independent School District may provide an annual orientation to Communicare staff.
4. Provide professional liability insurance coverage for Communicare professionals providing services under this agreement.
5. Establish and maintain a treatment record for each child receiving counseling services under this agreement in accordance with the staff licensing board requirements, the Department for Behavioral Health/Developmental and Intellectual Disabilities, the Department for Medicaid Services and other applicable standards.
6. Maintain confidentiality for persons receiving services under this agreement in accordance with applicable professional standards, laws and regulations. It is recognized that Communicare and Elizabethtown Independent School District personnel shall be in communication with one another concerning treatment of students.
7. Provide education consultation services to staff for children receiving services from Communicare.
8. Communicare agrees to bill Medicaid and/or other private insurance for all students covered by such. Service Provider agrees to provide the above described services as an independent contractor. Withholding of FICA, Federal, State, and Local taxes will not be the responsibility of Elizabethtown Independent School District.
9. Communicare agrees to indemnify and hold harmless the Elizabethtown Independent School District, its employees and volunteers, against any and all claims, demands, or loss, including attorneys' fees, as a result of any injury which arises out of or is any way connected with the actions of vendors or vendors' agents, employees, or assigns.

Elizabethtown Independent School District Agrees To:

1. Provide suitable space for delivery of mental health counseling in order to provide confidentiality. Service providers have the ability to meet parents on school grounds as needed. When possible, provide internet access to Communicare Employees while on Elizabethtown Independent School District's property during the provision of mental health services.
2. Elizabethtown Independent School District will not be billed for these services.
3. A school representative may refer student families to Communicare in accordance with the policies and procedures of the Elizabethtown Independent School District.
4. Maintain confidentiality related to the treatment services provided under this agreement in accordance with applicable professional standards and applicable laws and regulations.
5. Additional psychoeducational services may be purchased by Elizabethtown Independent School District under separate agreement.

This agreement becomes effective in the later date signed below. Either party may terminate this agreement upon thirty (30) days written notice to the other party.

Superintendent
Elizabethtown Independent School District

Date



Dan Simpson
Chief Executive Officer
Communicare, Inc.

5/18/20

Date