Contractual Service Agreement between Brighter Futures Counseling, PLLC
And Independent Schools.

This agreement is entered between the Independent Schools and Brighter Futures Counseling, PLLC for the 2016-2017 School Year relating to professional mental health services provided by Brighter Futures Counseling, PLLC. These services will be provided for the students within the Independent School District in conjunction with the Family Resource and Youth Services Centers (FRYSC).

Brighter Futures Counseling, PLLC Agrees To:

1. Provide mental health counseling and therapy services, which may include individual, family, group, and/or collateral services to students referred by Independent Schools. Only students referred by Independent Schools will receive therapy services on Independent School Grounds. Brighter Futures Counseling, PLLC will coordinate these services through the Independent Schools FRYSC in order to cause as minimal disruption to the learning environment as possible.

2. Ensure that Brighter Futures Counseling, PLLC services under this agreement will be provided by a Mental Health Professional with a Master’s degree (or above) in psychology, social work, counseling, or related field.

3. Ensure that every Brighter Futures Counseling, PLLC professional under this agreement is covered with professional liability insurance and the necessary workers compensation insurance.

4. Provide Independent Schools with copies of Brighter Futures Counseling, PLLC Certificates of Liability Insurance and Worker’s Compensation Insurance.

5. Provide Independent Schools with copies of all Brighter Futures Counseling, PLLC Providers’ Professional Licenses and Annual Background Check Clearances.

6. Establish and maintain a treatment record for each child receiving counseling services under this agreement in accordance with Department of Licensure, Department of Mental Health, Medicaid, and other applicable standards.

7. Maintain confidentiality for persons receiving services under this agreement, in accordance with applicable professional standards, laws, and regulations. Brighter Futures Counseling may communicate with Independent Schools personnel concerning treatment of students, provided that Brighter Futures Counseling obtains a release or authorization from the student and his/her parent/guardian allowing Brighter Futures Counseling to discuss and share such information. It is understood that Brighter Futures Counseling may share such information only if there is a signed release or authorization as described in the preceding sentence. It is further understood that the student and his/her parent or guardian may choose to authorize the release of all, some, or none of the student’s information, and that the student and parent/guardian may revoke an authorization, which would prevent Brighter Futures from discussing or disclosing any information after the authorization is revoked.
8. Provide photograph identification by each Brighter Futures Counseling, PLLC Provider when on Independent School Grounds and Sign in and Out at each school office as required by Independent Schools.

9. Provide mental health consultation services to Independent School's staff upon request to include psycho-educational trainings at no cost.

10. Bill Medicaid and/or other private insurance for all students covered by such. Independent Schools will not be billed if Medicaid and/or private insurance does not cover a service.

11. Provide the above described services as an independent contractor. Withholding of FICA, Federal, State, and local taxes will not be the responsibility of Independent Schools.

**Independent Schools Agrees To:**

1. Provide suitable space for the confidential delivery of mental health counseling for students referred for offsite services (Services provided on Independent Schools' grounds).

2. Provide Internet access to Brighter Futures Counseling, PLLC while on Independent Schools’ Property, where available, during the provision of mental health services.

3. Maintain confidentiality related to the treatment services provided under this agreement in accordance with applicable professional standards and applicable laws and regulations.

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

**Name & Title of Independent Schools Representative**

Karen Y. Smith, YSC Coord.

**Date**

8/11/16

**Name & Title of Brighter Futures Counseling, PLLC Representative**

[Signature]

**Date**

08/01/16