

# SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

## CONSULTANT SERVICES CONTRACT

- 1.1 The **SOUTH SAN ANTONIO** INDEPENDENT SCHOOL DISTRICT hereinafter referred to as the “District” and Independent Contractor, The University of Texas Health Center of San Antonio, an agency of the State of Texas and component institution of The University of Texas System, governed by the Board of Regents, hereinafter referred to as “Consultant,” enter into a contract on this 1<sup>st</sup> day of March, 2020 for the provision of consultant services. All consultants, who perform duties where students are regularly present, are required to complete a criminal history authorization form prior to performing the services described in 3.1.
- 2.1 The purpose of this Contract is to set forth the terms of collaboration for District and Consultant in the Texas Child Health Through Telemedicine (TCHAT) project to provide schools with access to behavioral health telemedicine services for at-risk students identified as needing initial behavioral health intervention and/or assessment, and if necessary, referral to community-based providers.
- 3.1 The District Agrees to engage the Consultant and the Consultant agrees to perform personally in a manner satisfactory to the District, the following services (describe the services to be performed):
  - Provide all clinical services including rapid mental health assessment.
  - Provide short term psychotherapy (3-10 sessions).
  - Provide Consultation to school personnel on mental health issues.
  - Initiate psychopharmacological management.
  - Provide referrals for long term management or other specialty referrals.
  - Provide necessary documentation and consent forms for treatment.
  - Provide all telepsychiatry equipment and computers, as well as maintenance of equipment.
  - Provide on-site patient navigators/medical assistants to facilitate telesessions.
  - Once the District has obtained written informed consent and contract information from the parent or guardian of the child and provided the Consultant with such information, Consultant will provide scheduling of students for all TCHAT services.
  - Own and maintain medical record, ensuring HIPAA compliance.
  - Provide an operations manual covering day to day procedures including, including crisis management.
  - Train school district staff on who to refer to TCHAT, services of and interactions with TCHAT.
- 4.1 Unless discontinued earlier by the District, the services are to be performed on the following dates, time and places: School Year August 2020 through May 2021 at CARE Zone, and school hours for time, which is 7:30am-4:30pm
- 5.1 School District will:
  - Provide a private area at campus schools for telesessions.
  - Provide secure storage of Telepsychiatry equipment/computers.
  - Provide internet access for equipment/wireless.
  - Support collaboration of School District IT and Consultant IT to facilitate telesessions.
  - Initiate contact with parent of student regarding services to be provided.

- Obtain student contact information and written informed consent from a parent or guardian of a child for treatment prior to student's first visit with Consultant. The District will provide the consent forms and contact information to Consultant.
- Obtain release of information from parent for Personal Health Information obtained by Consultant to be shared with District if parent agrees to this.

- 6.1 The contract may be terminated by the District at any time without cause and without penalty to the District.
- 7.1 Consultants may not assign this contract to a third party without consent of the District.
- 8.1 The Consultant is not an employee of the District, is not entitled to fringe benefits, pension, worker's compensation, retirement, etc. The District shall not deduct Federal Income Taxes, FICA (Social Security), or any other taxes required to be deducted by an employer, as this is the responsibility of the Consultant.
- 9.1 The Consultant agrees to hold the District harmless from any and all liability incurred by the District to by reason of the Consultant's negligent or breach of contract including, without limitation, damages of every kind and nature, out-of-pocket costs and legal expenses.
- 10.1 The District requires compliance with executive order 11246, entitled Equal Employment Opportunity, as amended by executive order 11375, and as supplemented in Department of Labor regulation (41 CRF Part 60), OMB Circular A-102 Common Rule, the Code of Federal Regulations (CFR); the Common Law; and EA-FINANCIAL ACCOUNTING SYSTEM RESOURCE GUIDE.
- 11.1 The Consultant shall retain any books, documents, papers, and records which are directly pertinent to this contract. The Consultant shall make the said materials available for audit, examination, excerpt and transcription to the district, sub-grantee or grantee of funds, or their authorized representative, for the term of the contract and a period of five years following termination of the contract.
- 12.1 This contract does not represent a Purchase Order. Only a duly authorized Purchase Order represents authorization to provide the services described in Section 3.1 of this contract.
- 13.1 The Parties acknowledge that Consultant is an agency of the State of Texas and under the Constitution and laws of the State of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has such authority as is granted to it under the Constitution and the laws of the State of Texas. Notwithstanding any provision of this Agreement, nothing in this Agreement is intended to be, nor will it be construed to be, a waiver of the sovereign immunity of the State of Texas or a prospective waiver of restriction of any of the rights, remedies, claims and privilege of the State of Texas. Notwithstanding the generality or specificity of any provision of this Agreement (including, without limitation, any provision pertaining to indemnification, a cap on liability, a limitation of damages, or a waiver or limitation of rights, remedies, representation or warranties), the provisions of this Agreement, as those provisions pertain to Consultant, are enforceable only to the extent authorized by the Constitution and laws of the State of Texas. Consultant will not be required to perform or refrain from performing any act that would violate the laws or the Constitution of the State of Texas.

SCHOOL DISTRICT:

CONSULTANT:

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Dolores Sendejo  
Interim Superintendent

Print Name of Consultant