

CONTRACTUAL AGREEMENT
between

and

The following constitutes the agreement, made this 1st day of September, 2002, between (*mental health provider*) (hereinafter referred to as _____) and (*SBHC/Primary Care Center*), (hereinafter referred to as _____) for services to be provided at the _____ in _____, West Virginia.

Purpose

The purpose for this contractual agreement is to formalize the collaborative relationship between _____ and _____ and to define the terms and tasks between the two entities in conjunction with the _____ integrated medical and behavioral health services program.

Services and Functions

- I. _____ will contract behavioral health professional services to the _____.
- II. _____ will employ the following staff members for the purpose of carrying out the above:
- | | |
|---|-----------|
| One Master's Level Counselor/Behavioral Health Specialist | - 1 FTE |
| One Behavioral Health Clinical Supervisor | - .05 FTE |
| One Psychiatrist | - .05 FTE |
- III. The above professionals will be capable of the following:
1. Provide services described above during the hours of operations of the health centers and, if needed, at least one late afternoon or evening per week.
 2. Collaborate with other health center staff including physicians, physician assistants, nurses, nurse assistant and office staff. This includes participation in staff meetings, project planning and evaluation meetings.
 3. Notify the health center staff of any absences, vacations, or changes in schedule of availability.

In implementing the projects, _____ shall:

1. Provide the office setting.
2. Act as a liaison with contract employees.
3. Provide office supplies and office equipment.

4. Be responsible for overall project and for assuring that activities are consistent with the goals and description of the project.
5. VHS will be responsible for billing, collecting and reporting such information to appropriate entities including Prestera for informational purposes.

Compliance with Federal, State, and Local Laws, Rules, Orders:

In connection with the delivery of services and products under this Agreement, _____ agrees to follow all state/federal policies regarding confidentiality of patient records, release of patient information, and other applicable laws, including those regarding discrimination and equal opportunity (the Civil Rights Act of 1964, Executive Order 11256, entitled "Equal Employment Opportunity," as amended by executive Order 11375, and as supplemented in U.S. Department of Labor regulations.)

In addition, the following will be maintained:

1. Maintain appropriate patient records in a confidential and secure manner in accordance to HIPPA regulations and establish a system for sharing appropriate information with other health providers in the health center.
2. Cooperate in carrying out quality assurance programs including quality audits.
3. Collect, maintain, and tabulate data related to behavioral health service activity.
4. Provide services to individuals in accordance with the consent forms received.
5. Follow operational policies as are agreed to by _____ and _____.

Liability:

1. _____ is an independent contractor and therefore agrees to hold harmless _____ its officers, agents and employees from any and all claims or losses to _____ and/or any third party, including attorney's fees, costs, and expenses arising out of _____ 1) performance, failure to perform, or negligent performance of any of its obligations under this Agreement, or 2) any malpractice or allegation of malpractice.
2. _____ shall maintain malpractice liability coverage for its health center staff and organization.

Period of Project:

This agreement is effective _____ and the continuation of the project is contingent based on the availability of resources including generated revenues attributable to fees collected to the services outlined in this agreement.

Changes and Termination:

This agreement may be changed by mutual agreement between _____ and _____. Provisions in this agreement may be modified and either party may terminate this agreement with at least 60 days written notice provided to the other party before the date of terminations.

Agreed to by:

Date:
