

AGREEMENT

THIS AGREEMENT MADE and entered into on this effective date of _____, 2003, by and between _____, hereon referred to as _____, located at _____, West Virginia and _____, hereon referred to as _____, located at _____, West Virginia.

1. _____ and _____ enter into this agreement to mutually provide fully integrated outpatient therapeutic mental health services to patients of _____ during the designated hours of operation of Monday through Friday from 8:00 a.m. to 5:00 p.m. at _____. Flexibility in that schedule will be allowed to accommodate patient and/or family needs as well as scheduled staff meetings at both agencies.
2. _____ agrees to hire a Master Level Social Worker licensed in the State of West Virginia for forty (40) hours per week at the rate stated in this agreement, provide benefits according to _____ personnel policies, and paid employer's share of FICA Taxes, Workers' Compensation and Unemployment Security Fund.
3. _____ agrees to keep and maintain liability insurance for any and all staff providing services as agreed in this contract. A certificate of coverage will be provided to _____ by _____ for their file. _____ will be responsible, in accordance with state laws, for the actions of its employees while providing services at _____.
4. _____ agrees to employ and provide supervision of contracted staff as required by their individual licensure and by agency standards.
5. _____ and _____ agree to enforce all policies and procedures applicable to each agency's standards of operation. Both agree to communicate any disciplinary action of contracted staff, scheduled time off, and any adjustment of scheduling. All disciplinary action will be communicated and documented accordingly. The _____ Executive Director and a designated supervisor from _____ will be present if such action is necessary.
6. _____ agrees to provide an equally qualified replacement of contracted staff in the event of a long-term displacement, resignation, termination, or any other situation that requires lengths of time beyond two consecutive weeks.
7. _____ agrees to provide adequate space, administrative support, supplies, and necessary technology to perform the tasks associated with therapeutic services.

8. _____ agrees to maintain all medical records, coordinate scheduling, complete pre-authorizations, and bill for all services provided by the therapist.
9. _____ agrees to reimburse _____ on the 1st day of each month for a contracted salary of NO GREATER THAN \$ _____ per year plus 30% for fringe benefits. At the end of _____ fiscal year, all revenues generated above the costs associated with administrative overhead and the cost of one full-time support staff to assist the therapist, miscellaneous office expenses, and telephone services will be paid to _____. Financial disclosure of the program from _____ to _____ will be available, if requested in writing by _____, with no less than thirty days notice.

OR

9. _____ agrees to reimburse _____ on a semi annual basis UP TO \$ _____ to cover the costs of the therapist and related expenses as detailed below BEYOND the amount that is generated from third party billing. Pretera will submit an invoice to LPCC for this amount and include a financial statement that details costs and revenue received by fiscal year. Costs eligible for inclusion are : fringe benefits (@ _____%); administrative overhead of _____%; and the salary of the therapist for hours actually worked at the SBHC up to \$ _____ per year.

Terms:

The term of this agreement shall be from date of hire prior to or following December 1, 2002 through February 28, 2004 and subsequent renewal shall be contingent upon the continuation of Federal Section 330 funding by the Health Resources & Services Administration for _____. Any extensions or modifications of this contract are to be negotiated by both parties herein. This agreement may be terminated by either party by providing a sixty (60) day written notice to the other party.

In witness whereof, the parties have caused this agreement to be duly executed by their duly authorized representative as of the date first written above.

Date

Date