EXAMPLE Contract for Psychiatric Consultation Services

Between

ABC Community Mental Health Center And XYZ Federally Qualified Health Center

Contract Initiation Date: XX XX 20XX

XYZ Federally Qualified Health Center hereby referred to as "XYZ" enters into a Contract with ABC Community Mental Health Center hereby referred to as "ABC." The purpose of this Contract is to establish a collaborative contractual relationship for providing Psychiatric Consultative Services for adults, children, and families at the XYZ Centers listed.

COLLABORATION

- ABC and XYZ are committed to providing the highest quality comprehensive health services that includes integrated psychiatric, primary care, behavioral health and case management.
- ABC and XYZ agree to develop this contractual relationship in a manner that promotes communication, mutual trust and respect with the goal of benefiting the clients they each serve.
- ABC and XYZ will strive to resolve problems at the clinic level, ensuring that decisions can be made quickly and appropriately.
- ABC and XYZ will, whenever clinically appropriate, utilize a Coordination/Consultative approach to
 empower the Primary Care Provider (PCP) to better address the behavioral and mental health needs of
 their patients.
- ABC and XYZ will, as able, ensure access to mental health services for low income, state insured patients
 of the Health Centers.

A. <u>CONDITIONS PERTAINING TO PSYCHIATRY CONSULTATION SUPPORT FOR XYZ BEHAVIORAL HEALTH</u> CONSULTANTS

- a. **GENERAL CONDITIONS**: Psychiatry Consultation Support for XYZ Behavioral Health Consultants
 - (1) ABC will provide psychiatric consultation to XYZ for the term of a 12 month contract at Health Center locations and for the number of hours per location listed in Addendum A.
 - (2) The team refers to the staff of the Health Centers; specifically the lead physician, health center manager, a XYZ behavioral health consultant (BHC), and a psychiatric services consultant assigned from ABC.
 - (3) The psychiatric services consultant will provide on site consultation to providers and the BHC, and direct evaluation to patients of XYZ referred by the team.
 - (4) The psychiatric services consultant will offer case consultation and training on psychiatric and psychotropic medication interventions for the primary care team.
 - (5) ABC will provide the BHCs at the Health Centers with a contact person on ABC's Access team for assistance in referring eligible patients for community behavioral health services.
 - (6) The Health Centers' BHCs will develop a collaborative relationship, with a confidentiality statement, that permits the BHC the opportunity to attend ABC's psychiatric team meetings to promote XYZ patient access and professional support for the BHC.

- (7) Health Center providers will place emphasis on obtaining release of information from patients before referring to ABC so to enable ABC's staff the ability to openly discuss the patient with the provider.
- (8) The services provided will include a team meeting to ensure integrated services, reduce gaps in care, and address any problems that arise. The team meeting will occur in addition to the on-site psychiatric consultation outlined in Section A.1 above.

b. CONDITIONS FOR SERVICES PROVIDED UNDER XYZ OVERSIGHT

- (1) Primary responsibility for the care of the patient for all services at the XYZ clinic will be maintained by the XYZ medical practice.
- (2) The ABC psychiatric services consultant will function as a collaborative contractual consultant of the XYZ health team for services provided to XYZ patients at the XYZ health clinic.
- (3) Services provided may include:
 - (a) Psychiatric Consultation to PCP and other health center staff.
 - (b) Psychiatric Evaluations.
 - (c) Follow up visits for medication management consultation or re-evaluation.
 - (d) Linked referral to Access team of ABC to assist with mental health specialty care and other services as indicated.
 - (e) Patient advocacy: written information readily available to assist patients with information necessary to access ABC's services with a point of contact within the system.
 - (f) Precepting for Psychiatric MH Nurse Practitioner students at least one quarter each academic year.

c. CONDITIONS FOR SERVICES PROVIDED AS SPECIALITY CARE UNDER ABC OVERSIGHT

- (1) Mental health services to the patients of the XYZ clinics provided by the mental health staff of ABC will be under the immediate supervision of the ABC Clinical Supervisor.
- (2) Primary responsibility for mental health care of referred patients shifts to ABC as the "Specialty Care" provider.
- (3) Mental health specialty care services or substance abuse services for XYZ patients will be provided at the ABC clinic or offices as appropriate to meet the needs of the client. These services will be provided under the immediate oversight of the ABC clinical and medical staff.

B. LICENSE

ABC represents and warrants that it is currently duly licensed to provide the services in this Contract. XYZ represents and warrants that it is currently duly licensed to provide the services in this Contract.

C. PROVISION OF SERVICES

- a. XYZ and ABC will share responsibility, as outlined in Section A and Section B of this contract, for compliance with generally accepted professional and ethical standards and for the quality of the services performed. All duties performed shall be consistent with applicable requirements of all formal bodies, governmental or otherwise, to which XYZ and ABC are subject to, with respect to licensing, certification or registration.
- b. In connection with any referrals by XYZ to ABC, XYZ will furnish ABC all relevant information on treatment, procedures and diagnostic tests performed by XYZ prior to the referral whenever possible, or soon thereafter, subject to appropriate consent by or on behalf of the client for the release of such information, which shall be obtained by XYZ.

c. XYZ and ABC shall ensure that clients receive services in a manner consistent with continuity and integration of care by: 1) reviewing each client's clinical and medical history including, but not limited to, the client's concurrent behavioral health and medical problems and treatment; 2) encouraging the client to maintain a relationship with the XYZ primary care provider; and 3) encouraging the client to sign a release of information between ABC and the primary medical care provider to enhance the client's total mental health and medical care.

D. RECORDS AND REPORTS

- a. XYZ will collect data regarding utilization and outcomes on shared goals and share this information with ABC. Shared goals will be established and addended to this contract.
- b. ABC will provide data documenting improved/increased linkage to community mental health for clients requiring specialty care.
- c. XYZ and ABC shall establish and maintain a system of accounting and internal controls, which complies with generally accepted and applicable accounting principles and governmental accounting and financial reporting standards.
- d. XYZ and ABC shall maintain accounts and records, including personnel, property, financial and programmatic records, and other such records as may be reasonably required to ensure proper accounting for all contracted funds and compliance with its Contract.
- e. XYZ's records shall be maintained for a period of no less than six (6) years after termination of this Contract unless permission to destroy any records is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or such other retention period prescribed by law and applicable to XYZ, which may include, but not be limited to, RCW Chapters 70.41 and 18.51.
- f. XYZ and ABC shall each document good faith effort to obtain any necessary client consent for ABC or XYZ to provide access to or disclose client clinical information as anticipated under this Contract.
- g. XYZ and ABC shall inform each other in writing of the location, if different from the addresses indicated on the signature page of this Contract, of the books, records and documents required under this Section and shall notify each other in writing of any changes in location within ten (10) working days of any such relocation.

E. PAYMENT FOR PSYCHIATRIC CONSULTATION SERVICES

- a. ABC will invoice monthly for all services by the tenth (10th) calendar day of the month. Invoices will be net 30 days.
- b. As indicated, XYZ will issue an IRS form 1099.
- c. ABC will be compensated according to the rate schedule in Addendum A.

F. SUPPLEMENTAL TERMS AND CONDITIONS

- a. XYZ and ABC agree to explore in good faith all evident supplemental terms and conditions which may be of benefit to the clients, family members, and the communities served by XYZ and ABC.
- b. XYZ and ABC agree to maintain all appropriate and applicable licenses required to perform the work as stated in this Contract including completing criminal background checks on all of its own employees that will provide services in this Contract. These criminal background checks will be done according to applicable law.
- c. During the performance of this Contract, XYZ and ABC agree that they shall not discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, Vietnam era or disabled veteran status, presence of HIV/AIDS or AIDS-related illnesses, or the presence of any sensory, mental or physical handicap or genetic information in the employment or application for employment, in the administration or delivery of services, or any other

- benefits under this Contract. XYZ and ABC further agree that they shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations that prohibit such discrimination.
- d. XYZ and ABC each agree to notify one another in writing within three (3) calendar days if their license is suspended, revoked, voluntarily relinquished, or subject to terms of probation or other restrictions. XYZ and ABC further agree that they will notify the other if any other situation occurs which will materially affect their ability to carry out their duties and obligations under this Contract.
- e. ABC agrees to uphold the HIPAA terms and conditions set forth in XYZ's Business Associate Agreement. Said Agreement is identified as Addendum B and is attached to this Contract. The Business Associate Agreement is not a substitute for any terms or conditions described in the original and/or supplemental Contracts between the parties.

G. LIABILITY FOR ACTS OF EMPLOYEES

- a. Each party to this Contract shall be responsible for damage to persons or property resulting from the negligence on the part of itself, its employees, its agents, or its officers.
- b. ABC shall protect, defend and hold harmless XYZ, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of ABC, its officers, employees, and/or agents while acting within the scope of their employment and while carrying out the terms of this agreement. ABC agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any employees or agents.
- c. XYZ shall protect and defend ABC, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of XYZ, its officers, employees, and/or agents while acting within the scope of their employment and while carrying out the terms of this agreement. XYZ agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any employees or agents.
- d. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a part of this agreement.

H. INSURANCE REQUIREMENTS

- a. By the date of execution of this Contract, ABC and XYZ shall procure and maintain for the duration of this Contract, insurance (as specified in subparagraph d. of this Section) against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance or work hereunder by ABC or XYZ, their agents, representatives, employees, and/or subcontractors. ABC and XYZ shall each pay the costs of such insurance. ABC and XYZ shall furnish each other separate certificates of insurance and policy endorsements as evidence of compliance with this section.
- b. By requiring such minimum insurance (as specified in subparagraph d. of this Section), ABC and XYZ shall not be deemed or construed to have assessed the risks that may be applicable to ABC or XYZ under this Contract. ABC and XYZ shall each assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.
- c. Coverage (as specified in subparagraph d. of this Section) shall be at least as broad as:
 - General Liability: COMMERCIAL GENERAL LIABILITY
 - Professional liability, Errors, and Omissions Coverage: In the event that services
 delivered pursuant to this Contract either directly or indirectly involve or require
 professional services, Professional Liability, Errors, and Omissions coverage shall

be provided. For the purpose of this Contract section, "Professional Services" shall mean any services provided by a licensed professional.

d. Minimum Limits of Insurance:

- General Liability: \$1,000,000 combined single limit per occurrence by bodily injury, personal injury, and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
- e. Professional Liability, Errors, and Omissions: \$3,000,000
- f. Professional liability for psychiatric services consultants employed by ABC will be provided by ABC.
- g. Professional liability for employees of XYZ will be provided by XYZ.
- h. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after thirty (30) days prior written notices has been giving to the other party as indicated.
- i. ABC and XYZ shall each furnish the other with verification of insurance and endorsements required by this Contract. The certificate and endorsements for the ABC insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

I. NOTIFICATION OF MATERIAL EVENTS

- a. ABC and XYZ shall each notify one another in writing within three (3) calendar days after official notification of the occurrence of any of the following events or proceedings:
 - ABC or XYZ Licensure or certification is suspended, revoked, voluntarily relinquished, or subject to terms of probation or other restrictions.
 - ABC or XYZ becomes the subject of any disciplinary proceeding or action before any governmental body regulating ABC.
 - ABC or XYZ is expelled or suspended from the Medicare or Medicaid Programs.
 - ABC or XYZ insurance coverage as required pursuant to Section G is no longer in effect.
 - Any other situation which will materially affect ABC's or XYZ's ability to carry out its duties and obligations under this Contract.

J. TERM OF THE AGREEMENT

a. The period of performance of this agreement shall be from XX XX 20XX until XX XX 20XY and shall renew automatically for one year terms unless either ABC and XYZ gives thirty (30) days or more advance written notice of intent to not renew.

K. AMENDMENT

- a. This contract may be amended thought the mutual agreement of ABC and XYZ. Either organization may initiate a proposed amendment.
- b. All agreed upon amendments shall be communicated in writing and will become effective thirty (30) days after receipt.

L. TERMINATION

- a. It is the intention of ABC and XYZ to make all reasonable efforts to successfully comply with the terms of this Contract. Whenever possible ABC and XYZ will extend a thirty (30) day time period to one another to remedy any situation that is found by either party to not be in accordance with this Contract.
- b. This Contract may be terminated without cause by either party providing the other party is given thirty (30) days advance written notice of the termination.

- c. ABC and XYZ shall each have the right to terminate this Contract immediately upon the occurrence of any of the following events:
 - ABC's or XYZ's license is suspended, revoked, or voluntarily relinquished.
 - ABC or XYZ commits a breach of this Contract.

M. GOVERNING LAW AND ORDER OF PRECEDENCE

- a. In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: Applicable Federal Statutes and Regulations; Washington State Statutes and Regulations; Express Terms of this Contract; Exhibits of this Contract.
- b. If any provision of this Contract is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect, unless the provisions held invalid or unenforceable shall substantially impair the benefits of the remaining portions of this Contract.
- c. In the event of a dispute, the substantially prevailing party shall be entitled to recover its attorney fees.

N. NOTICES

a. Any notices or other communication made or contemplated by this Contract to be in writing shall be deemed to have been received by the party to whom it is addressed three (3) days after it is deposited in the United States mail, postage prepaid, return receipt requested, and addressed as follows:

ABC	XYZ Health

O. ENTIRE CONTRACT

- a. This Contract and the documents attached hereto and herein referenced, as duly modified from time to time, contain the entire Contract.
- b. None of the provisions of this Contract are intended or deemed to create any relationship between the parties hereto other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Contract. Neither of the parties hereto, nor any of their respective employees, shall be construed to be the agent, employer, representative, or joint venture of the other.
- c. In witness whereof, the parties hereto have executed this Contract as of the Effective Date.