

SAMPLE DCO PURCHASE OF SERVICES AGREEMENT

This sample designated collaborating organization (DCO) Purchase of Services Agreement is between a fictional Certified Community Behavioral Health Clinic (CCBHC), *Behavioral Health Clinic*, and a fictional entity, *Vendor*, for the purchase of psychiatric rehabilitation services under the CCBHC demonstration. Note that this sample DCO Purchase of Services Agreement is not a template. Certain provisions set forth below are not required under the demonstration, but are provided as an example. Purchase of Services agreements must be drafted to reflect the unique characteristics of each DCO relationship and must satisfy the applicable state's requirements. This document should be reviewed in tandem with the [summary of DCO requirements](#).

This PURCHASE OF SERVICES AGREEMENT ("the Agreement") is entered into as of the ___ day of _____, 2016, between Behavioral Health Clinic and _____ ("Vendor") (hereinafter referred to individually as a "Party" and collectively as the "Parties"). **[The agreement will include the party's name and "Vendor" will be replaced throughout.]**

WITNESSETH

WHEREAS, Behavioral Health Clinic is a **[insert appropriate description (non-profit corporation or governmental entity)]** organized and existing under the laws of the State of **[insert]** and is certified as a Certified Community Behavioral Health Clinic ("CCBHC") under Medicaid by the State of **[insert]** pursuant to the Protecting Access to Medicare Act of 2014 ("PAMA");

WHEREAS, Vendor is a **[insert appropriate description, e.g., non-profit corporation]** organized and existing under the laws of the State of **[insert]** that furnishes psychiatric rehabilitation services;

WHEREAS, as a CCBHC, Behavioral Health Clinic is committed to furnishing integrated and coordinated care that addresses all aspects of a person's health, consistent with Section 2402(a) of the Affordable Care Act ("ACA");

WHEREAS, Behavioral Health Clinic seeks to have Vendor serve as a Designated Collaborating Organization ("DCO") for purposes of furnishing psychiatric rehabilitation services to Behavioral Health Clinic's consumers; and



WHEREAS, Behavioral Health Clinic seeks to purchase, and Vendor seeks to provide, psychiatric rehabilitation services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. OVERVIEW.

1.1 Scope of Services. Behavioral Health Clinic shall purchase psychiatric rehabilitation services, as set forth in Exhibit A, attached hereto and incorporated by reference herein (collectively the "Psychiatric Rehabilitation Services") from Vendor. **[NOTE: The body of the agreement or an attached exhibit should set forth the specific DCO services being procured pursuant to the agreement.]**

1.2 Person and Family-Centered Care. Vendor shall furnish Psychiatric Rehabilitation Services and coordinate care with Behavioral Health Clinic in a manner that aligns with Section 2402(a) of the ACA, reflecting person and family-centered, recovery-oriented care, being respectful of the individual consumer's needs, preferences, and values, and ensuring both consumer involvement and self-direction of services received. In addition, Psychiatric Rehabilitation Services furnished to children and youth shall be family-centered, youth-guided, and developmentally appropriate. Vendor shall update the Behavioral Health Clinic when changes in the consumer's status, responses to treatment, or goal achievement occur that require an update to the consumer's treatment plan.

1.3 Quality Standards. Vendor represents that its provision of Psychiatric Rehabilitation Services to Behavioral Health Clinic consumers (hereinafter, the "Consumers") shall meet the same quality standards as equivalent services provided by Behavioral Health Clinic, and shall meet all standards specified by the State of **[insert]** based upon the needs of the population served.

1.4 Availability of Services. Vendor shall ensure that Consumers will not be denied Psychiatric Rehabilitation Services because of (i) their place of residence or homelessness or lack of a permanent address, or (ii) their inability to pay for such services. Vendor shall ensure any Consumer fees or payments required for Psychiatric Rehabilitation Services will be reduced or waived, in keeping with Behavioral Health Clinic's sliding fee discount schedule, to fulfill this assurance.

1.5 Billing Consumers/Payors. The Parties acknowledge and agree that all Consumers receiving Psychiatric Rehabilitation Services from Vendor pursuant to this Agreement shall



be Behavioral Health Clinic's consumers. Accordingly, Behavioral Health Clinic shall be clinically and financially responsible for the Psychiatric Rehabilitation Services provided. Behavioral Health Clinic shall be responsible for billing Consumers and/or third party payors for all Psychiatric Rehabilitation Services rendered by the Vendor hereunder, in accordance with Behavioral Health Clinic's schedule of charges and discounts, and Behavioral Health Clinic shall retain all payments so collected. Except as provided in Paragraph 1.6, Vendor shall not seek reimbursement from Consumers or from any third party healthcare payor, including Medicaid or Medicare, for Psychiatric Rehabilitation Services rendered by Vendor pursuant to this Agreement. Vendor agrees to comply with any reasonable third-party requirements, including but not limited to participation in any credentialing process imposed by a managed care entity, in order for the Behavioral Health Clinic to be eligible to bill for Psychiatric Rehabilitation Services. Vendor shall provide such data necessary, in the appropriate format, to enable Behavioral Health Clinic to bill any third party healthcare payor, including Medicaid or Medicare, for Psychiatric Rehabilitation Services rendered by Vendor pursuant to this Agreement. If a third-party payor requires Vendor to bill directly for any Psychiatric Rehabilitation Services that Vendor furnishes under contract on behalf of Behavioral Health Clinic pursuant to this Agreement, Vendor shall assign any payments under the contract to Behavioral Health Clinic.

1.6 Collection of Consumer Fees and Cost-Sharing; Administration of Sliding Fee Discount Policy. Notwithstanding Paragraph 1.5, Vendor shall collect, as Behavioral Health Clinic's agent, any Consumer fees, as well as any copayments, coinsurance, or deductibles that are due at the point of service from Consumers for Psychiatric Rehabilitation Services provided pursuant to this Agreement. Except as the Parties otherwise specifically agree in writing, Vendor shall waive or reduce any Consumer's fee for services, as well as any payor copayments, coinsurance, deductibles, or other cost-sharing obligation, to the extent required by Behavioral Health Clinic's schedule of discounts policy, attached hereto as Exhibit C and incorporated herein by reference. In addition, Vendor shall not withhold Psychiatric Rehabilitation Services on account of any Consumer's inability to pay the relevant fee or cost-sharing obligation. At the time of conducting the initial diagnostic and treatment planning evaluation and at regular intervals thereafter, Behavioral Health Clinic shall collect income and other information from Consumers and make a determination as to their eligibility under the sliding fee discount schedule. Behavioral Health Clinic shall furnish to Vendor on an ongoing basis each Consumer's eligibility status for the schedule of discounts policy (including the type and level of discount for which the Consumer qualifies). Vendor agrees to post Behavioral Health Clinic's schedule of discounts in Vendor's waiting room in a form readily accessible to Consumers and their families, including languages/formats appropriate for individuals seeking services who have Limited English Proficiency ("LEP") or disabilities, as set forth in Section 3.



1.7 Diagnostic and Treatment Planning Evaluation. Prior to Vendor's provision of Psychiatric Rehabilitation Services to Consumers, Behavioral Health Clinic shall ensure that Vendor has access to the applicable Consumer's comprehensive person-centered and family-centered diagnostic and treatment planning evaluation, subject to confidentiality requirements described further in Section 12. Vendor shall furnish Psychiatric Rehabilitation Services in accordance with such Consumer's comprehensive person-centered and family-centered diagnostic and treatment planning evaluation.

1.8 Timely Access to Services. Vendor shall ensure that Consumers are provided with an appointment within ten (10) business days of the requested date for Psychiatric Rehabilitation Services, unless the state, the federal government, or accreditation standards are more stringent. If a Consumer presents to Vendor with an emergency or crisis need, Vendor shall take immediate action, including any necessary outpatient follow-up care, and ensure clinical services are provided within one (1) business day of the request.

1.9 Data Tracking. On regular intervals, but at least monthly, Vendor shall provide Behavioral Health Clinic with the necessary information in the appropriate form for Behavioral Health Clinic to collect, report, and track encounter, outcome, and quality data, including, but not limited to data capturing: (1) Consumer characteristics; (2) staffing; (3) access to Psychiatric Rehabilitation Services; (4) use of Psychiatric Rehabilitation Services; (5) screening, prevention, and treatment; (6) care coordination; (7) other processes of care; and (8) Consumer outcomes.

SECTION 2. VENDOR REQUIREMENTS.

2.1 Vendor represents that, during the term of this Agreement, any clinicians furnishing Psychiatric Rehabilitation Services on behalf of Behavioral Health Clinic shall do so in accordance with licensure and scope of practice laws in the State of **[insert]** and in accordance with generally recognized standards of care.

2.2 Vendor represents that, during the term of this Agreement, Vendor (as applicable) and clinicians carrying out services under this Agreement shall:

2.2.1 be and remain licensed **[insert licensure/title, as applicable, e.g., psychiatrist, licensed independent clinical social worker, licensed mental health counselor, licensed psychologist, licensed addiction counselor, etc.]**, legally authorized to furnish Psychiatric Rehabilitation Services **[insert description of service]** in accordance with federal, state, and local laws;

2.2.2 have expertise in **[e.g., addressing trauma and promoting the recovery of children and adolescents with serious emotional disturbance (SED) and adults with serious mental illness (SMI) and those with substance use disorders];** **[NOTE: The Agreement should set forth whether the DCO provider is expected to have particular professional experience and/or training. The text in this Section is included as an example.]**

2.2.3 act only within the scope of their respective **[insert state]** license, certifications, credentials, or registrations and in accordance with all applicable laws and regulations, including any applicable state Medicaid billing regulations or policies;

2.2.4 have customary narcotics and controlled substance authorizations; **[NOTE: This Section should be revised to reflect your state law pertaining to narcotics and controlled substance authorizations. Maintaining such authorizations may be irrelevant for certain DCO providers, depending on their licensure/certification.]**

2.2.5 be and remain eligible to participate in Medicaid, Medicare, and any other third party healthcare payor with which Behavioral Health Clinic participates;

2.2.6 comply with Behavioral Health Clinic's policies and procedures, as applicable, which shall include, but not be limited to, clinical policies, procedures, and protocols; corporate compliance policies, procedures, and protocols; consumer privacy and confidentiality policies and procedures; and standards of conduct; **[NOTE: We advise sharing the applicable policies and procedures with Vendor prior to the execution of this agreement.]**

2.2.7 comply with Behavioral Health Clinic's protocols pertaining to the involvement of law enforcement which are intended to reduce delays for initiating services during and following a psychiatric crisis;

2.2.8 upon request, participate in Behavioral Health Clinic's training program, as set forth in Section 3.5;

2.2.9 establish and maintain medical records in accordance with standards prescribed by Behavioral Health Clinic, utilizing Behavioral Health Clinic's electronic medical records system in compliance with Behavioral Health Clinic's consumer privacy and security policies;



2.2.10 render services in accordance with Consumers' diagnostic and treatment planning evaluation described further below; and

2.2.11 work with Behavioral Health Clinic on care coordination activities to ensure optimal access to care for each Consumer, including both CCBHC services and other primary, preventive, and specialty care services.

2.3 Vendor shall promptly inform Behavioral Health Clinic if any of the clinicians cease satisfying the requirements set forth in Section 2.2.

2.4 Vendor shall ensure that Consumers have access to Behavioral Health Clinic's grievance policies and procedures, which satisfy the minimum requirements of Medicaid and other relevant payors and accrediting entities to the extent such grievances are related to the Psychiatric Rehabilitation Services provided by the clinicians pursuant to this Agreement.

2.5 Upon execution of this Agreement and at monthly intervals thereafter, Vendor shall provide Behavioral Health Clinic with written attestation that neither Vendor nor its employed or contracted clinicians providing Psychiatric Rehabilitation Services pursuant to this Agreement are an "Excluded Entity/Individual," which is defined for purposes of this Agreement as an individual or entity that (1) is currently listed on the government-wide Excluded Parties List System in the System for Award Management ("SAM"), in accordance with the Office of Management and Budget ("OMB") guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689; (2) is currently excluded, debarred, or otherwise ineligible to participate in the federal healthcare programs as defined in 42 U.S.C. § 1320a-7b(f) (the "Federal Health Care Programs"); (3) has been convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Health Care Programs; (4) is under investigation or otherwise aware of any circumstances which may result in such entity or person being excluded from participation in the Federal Health Care Programs; or (5) is in receipt of any notice, whether or not official, of the existence and basis of any action, event, claim, proceeding, or investigation of a clinician providing services to Behavioral Health Clinic pursuant to this Agreement about which Vendor is informed (including, without limitation, any report to the National Practitioner Data Bank) instituted by a person, government agency, healthcare facility, peer review organization, or professional society, which involves an allegation of negligent conduct raised against the clinician and/or that could result in the revocation, termination, suspension, limitation, or restriction of the clinician's license, or authorization required to provide such Psychiatric Rehabilitation Services pursuant to this Agreement. On a monthly basis, Vendor shall perform a check of Vendor and each clinician providing Psychiatric Rehabilitation Services



pursuant to this Agreement against the SAM Exclusion Database, the Office of Inspector General's ("OIG's") Exclusion Database, and any other relevant source of information and provide Behavioral Health Clinic with an updated attestation regarding such information. If the condition described in clause (4) above applies to any of Vendor's clinicians, Vendor shall, upon Behavioral Health Clinic's request, remove the clinician from providing Psychiatric Rehabilitation Services pursuant to this Agreement until a final determination is made regarding the aforesaid alleged action, event, claim, proceeding, or investigation.

SECTION 3. LINGUISTIC AND CULTURAL COMPETENCE; TRAINING

3.1 If, pursuant to this Agreement, Vendor serves Consumers with limited English proficiency ("LEP") or with language-based disabilities, Vendor shall take reasonable steps to provide meaningful access to Vendor's Psychiatric Rehabilitation Services.

3.2 Vendor shall provide interpretation/translation service(s) that are appropriate and timely for the size/needs of the LEP Behavioral Health Clinic Consumer population (e.g., bilingual providers, onsite interpreters, language telephone line). To the extent interpreters are used, such translation service providers shall be trained to function in a medical and, preferably, a behavioral health setting.

3.3 Vendor shall ensure that auxiliary aids and services for the Consumers are readily available, Americans with Disabilities Act ("ADA") compliant, and responsive to the needs of Consumers with disabilities (e.g., sign language interpreters, teletypewriter lines).

3.4 Vendor shall ensure that documents or messages vital to a Consumer's ability to access Psychiatric Rehabilitation Services (e.g., registration forms, sliding scale fee discount schedule, after-hours coverage, signage) are available for Consumers in languages common in the community served, taking account of literacy levels and the need for alternative formats (for Consumers with disabilities). Such materials shall be provided in a timely manner at intake. The requisite languages will be informed by the Behavioral Health Clinic's needs assessment prepared prior to Behavioral Health Clinic's CCBHC certification, and as updated.

3.5 Vendor shall ensure that all staff and clinicians furnishing services pursuant to this Agreement comply with all Behavioral Health Clinic's training requirements. Training shall address cultural competence, person-centered and family-centered, recovery-oriented, evidence-based and trauma-informed care, and primary care/behavioral health integration. Training of Vendor staff and clinicians shall occur at orientation and thereafter at reasonable intervals as may be required by the state or accrediting agencies. Training may be provided on-line and topics will include: (1) risk assessment, suicide prevention, and

suicide response; (2) the roles of families and peers; and (3) such other trainings as may be required by the state or accrediting agency on an annual basis.

SECTION 4. INDEMNIFICATION.

Vendor shall defend, indemnify and hold harmless the Behavioral Health Clinic and its affiliates' officers, directors, employees, agents, successors, and assignees from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from:

(a) Vendor's, or Vendor's employees, agents or subcontractors acts or omissions; and

(b) Vendor's breach of any representation, warranty, or obligation under this Agreement, including but not limited to failure to comply with applicable laws or standards.

SECTION 5. PAYMENT.

[NOTE: In addition to setting forth the compensation amount, the Agreement should describe the process whereby the Vendor submits an invoice to Behavioral Health Clinic. It should also set forth expectations regarding time and effort reporting, if applicable.]

5.1 Behavioral Health Clinic hereby agrees to pay Vendor for the Psychiatric Rehabilitation Services furnished by clinicians in accordance with the terms set forth in Exhibit B, attached hereto and incorporated by reference herein. Vendor agrees to accept such compensation, less any copayments, coinsurance, or deductibles that are due from Consumers, per Paragraph 1.6 above, as payment in full for the Psychiatric Rehabilitation Services provided by the clinicians pursuant to this Agreement.

5.2 Vendor shall provide the Behavioral Health Clinic with an invoice for services rendered pursuant to this Agreement by the 15th of each month in accordance with the terms of Exhibit B. Vendor is solely responsible for any travel or other costs or expenses incurred by clinicians in connection with the performance of the Psychiatric Rehabilitation Services and, in no event shall the Psychiatric Rehabilitation Services reimburse Vendor for any such costs or expenses. The Psychiatric Rehabilitation Services shall reimburse Vendor within thirty (30) days of receipt of invoice.

5.3 All payments to Vendor specified in this Agreement have been determined through good-faith and arms-length bargaining and are consistent with what the Parties reasonably believe to be within fair market value for the Psychiatric Rehabilitation Services to be provided, unrelated to the volume or value of any referrals or business generated between the Parties.

5.4 Nothing in this Agreement requires, is intended to require, or provides payment or benefit of any kind (directly or indirectly) for the referral of individuals or business to either Party by the other Party. Neither Party shall (1) require its employed and/or contracted professionals to refer consumers to one another (or to any other entity or person); or (2) track referrals for purposes relating to setting the compensation of its employed and/or contracted professionals or influencing their referral choice.

5.5 Behavioral Health Clinic may withhold or deny payment for any Psychiatric Rehabilitation Services furnished by Vendor in material breach of a material term of this Agreement or statutes, rules, regulations, and standards of any and all governmental authorities and regulatory and accreditation bodies relating to the provision of Psychiatric Rehabilitation Services provided pursuant to this Agreement, including without limitation the Protecting Access to Medicare Act, Pub. L. No. 113-93 and implementing guidance and all requirements of Medicaid, Medicare, or any other applicable federal or state healthcare programs.

SECTION 6. INSURANCE OBLIGATION.

[NOTE: The Parties should include provisions that address mandatory insurance coverage, including Worker's Compensation, professional liability insurance coverage, and comprehensive general liability insurance coverage. Note that the customary professional liability insurance coverage is at least \$1,000,000 per incident and \$3,000,000 in the aggregate.]

[NOTE: CCBHCs may wish to require that the Vendor include the Behavioral Health Clinic as a named insured on Vendor's professional liability insurance policy.]

SECTION 7. ASSURANCE OF CONSUMER AND PROVIDER CHOICE.

7.1 The Parties acknowledge and agree that all health and health-related professionals employed by or under contract with either Party, retain sole and complete discretion, subject to any valid restriction(s) imposed by participation in a managed care plan, to refer consumers to any and all provider(s) that best meet the clinical needs of consumers.

7.2 The Parties acknowledge that all consumers have the freedom to choose (and/or request referral to) any provider of services, and the Parties will advise consumers of such right, subject to any valid restriction(s) imposed by participation in a managed care plan.



SECTION 8. RECORDKEEPING, REPORTING, AND INFORMATION SHARING.

8.1 Vendor agrees to permit Behavioral Health Clinic, the U.S. Department of Health and Human Services (“HHS”), and the State of [insert] Department of Health to evaluate, through inspection or other means, the quality, appropriateness, and timeliness of services delivered under this Agreement.

8.2 Each Party shall maintain financial records and reports, supporting documents, statistical records, and all other books, documents, papers, or other records related and pertinent to this Agreement for four (4) years from the date of this Agreement’s expiration or termination. If an audit, litigation, or other action involving these records commences during this aforesaid four (4) years, each Party shall maintain the records for four (4) years or until the audit, litigation, or other action is completed, whichever is later.

8.3 Vendor shall make available to Behavioral Health Clinic, HHS, and the Comptroller General of the United States, or any of their duly authorized representatives, upon appropriate notice, documents, papers, and other records that are pertinent to this Agreement for examination, excerpt, and transcription, for as long as such documents, papers, and other records are retained. This right also includes timely and reasonable access to Vendor personnel for the purpose of interview and discussion related to such documents. Vendor shall, upon request, transfer identified documents, papers, and records to the custody of Behavioral Health Clinic or HHS when either Behavioral Health Clinic or HHS determine that such records possess long-term retention value.

8.4 As applicable, Vendor agrees to assist and cooperate with Behavioral Health Clinic regarding any audit (and all audit-related requirements and responsibilities) performed in connection with the activities contemplated hereunder. In accordance with Section 4, Vendor shall indemnify and hold harmless Behavioral Health Clinic for any liability associated with audits that result from the Vendor’s, or Vendor’s employees, agents or subcontractors, acts or omissions.

8.5 Behavioral Health Clinic shall retain exclusive ownership of all information contained in the Consumers’ medical records, regardless of whether such data and information is in paper or electronic format.

8.6 On a monthly basis, Vendor shall provide Behavioral Health Clinic with all data elements necessary to comply with requirements for reporting related to the Substance Abuse and Mental Health Services Administration (SAMHSA) Uniform Reporting System (URS).

8.7 Vendor and Behavioral Health Clinic shall develop and implement a plan to improve care coordination for Consumers using health information systems including, but not limited to, electronic health records, practice management systems, and billing systems.

[NOTE: The parties should include additional detail concerning the technology requirements associated with information sharing. The CCBHC and DCO may choose to provide that DCO clinicians will chart in the electronic health record (EHR) of the CCBHC, or that the parties will work toward making their EHR systems interoperable.]

SECTION 9. COMPLIANCE WITH APPLICABLE LAW.

Vendor shall will comply fully with all applicable statutes, rules, regulations, and standards of any and all governmental authorities and regulatory and accreditation bodies relating to the provision of psychiatric rehabilitation services provided pursuant to this Agreement, including without limitation PAMA, Pub. L. No. 113-93 and implementing guidance and all requirements of Medicaid, Medicare, and any other applicable federal or state healthcare programs.

SECTION 10. TERM.

[NOTE: As an alternative to the below, the Parties may wish to include a finite term, without automatic renewal. Regardless of whether the term allows for automatic renewals, the term of the Agreement should be at least one (1) year.]

This Agreement's term shall commence on _____, 2016 (the "Effective Date"), and will terminate on _____, 201_ unless terminated at an earlier date in accordance with Section 11 of this Agreement. This Agreement will automatically renew for **[insert] ()** year terms unless written notice is provided from one Party to the other Party **[insert] ()** days prior to the expiration of the Agreement

SECTION 11. TERMINATION.

[NOTE: The Parties may wish to modify this Section to include additional causes for termination.]

11.1 This Agreement may be terminated, in whole or in part, at any time upon the mutual agreement of the Parties.

11.2 This Agreement may be terminated without cause upon **[insert] ()** days' written notice by either Party.



11.3 This Agreement may be terminated for cause upon written notice by either Party. "Cause" shall include, but is not limited to, the following:

11.3.1 a material breach of any term of this Agreement, subject to a [insert] () day opportunity to cure and a failure to cure by the end of the [insert] () day period. This cure period shall be shortened if a shorter period is required by the State of [insert] () Department of Health, HHS, the state Medicaid agency, or any other entity by which either Party must be licensed or accredited in order to conduct regular operations;

11.3.2 the loss of either Party's required insurance, as set forth in Section 6;

11.3.3 the loss or suspension of any license or other authorization to do business necessary for either Party to perform services under this Agreement; or

11.3.4 either Party becoming an Excluded Entity/Individual, as set forth in Section 2.5.

SECTION 12. CONFIDENTIALITY OF CONSUMER HEALTH INFORMATION.

[NOTE: The Parties may wish to expand this Section to include more detail regarding consumer confidentiality expectations and/or to address confidentiality requirements applicable to their respective business and proprietary information exchanged pursuant to this Agreement.]

12.1 Behavioral Health Clinic shall ensure that Consumers' preferences, and those of families of children and youth and families of adults, for shared information are adequately documented in clinical records, consistent with the philosophy of person and family-centered care. Vendor agrees to furnish psychiatric rehabilitation services to Consumers in accordance with such documented Consumer preferences.

12.2 Vendor shall ensure that it and the clinicians maintain the privacy and confidentiality of all information regarding the personal facts and circumstances of the Consumers in accordance with all applicable federal and state laws and regulations (including, but not limited to, the Health Insurance Portability and Accountability Act and its implementing regulations set forth at 45 C.F.R. Part 160 and Part 164 ("HIPAA")), 45 C.F.R. Part 2, and Behavioral Health Clinic's policies and procedures regarding the privacy and confidentiality of such information. Vendor represents that, during the term of this Agreement, it shall notify Behavioral Health Clinic in the event Vendor becomes aware of any use or disclosure of Consumer information that violates the terms and conditions of this Section 12.



12.3 Vendor shall ensure that its employed and contracted clinicians furnishing services under this Agreement and any directors, officers, employees, agents, and contractors of Vendor who have access to the Consumers' health information are aware of and comply with the aforementioned obligations set forth in this Section 12.

SECTION 13. NOTICES.

Any and all notices, designations, consents, offers, acceptances, or other communication required to be given under this Agreement shall be in writing, and delivered in person or sent by registered or certified mail, return receipt requested, postage prepaid, or by electronic mail or facsimile to the following addresses:

If to Behavioral Health Clinic:

[Insert the recipient's name and address (include e-mail and fax number if included as an acceptable form for notice, as specified above)]

If to Vendor:

[Insert the recipient's name and address (include e-mail and fax number if included as an acceptable form for notice, as specified above)]

The foregoing addresses may be changed and/or additional persons may be added thereto by notifying the other Party hereto in writing and in the manner hereinafter set forth. All notices shall be effective upon receipt.

SECTION 14. INDEPENDENT CONTRACTORS.

The Parties shall remain separate and independent entities. Neither of the Parties shall be construed to be the agent, partner, co-venturer, employee, or representative of the other Party.

SECTION 15. DISPUTE RESOLUTION.

[NOTE: Dispute resolution is optional. The Parties may wish to remove or revise this Section to reflect their mutually agreed upon process for resolving disputes, which may include, but is not limited to, informal dispute resolution and/or binding arbitration.]

Any dispute arising under this Agreement shall first be resolved by informal discussions between the Parties, subject to good cause exceptions, including, but not limited to,

disputes determined by either Party to require immediate relief (e.g., circumstances under which an extended resolution procedure may endanger the health and safety of Consumers). Any dispute that has failed to be resolved by informal discussions between the Parties within a reasonable period of time of the commencement of such discussions (not to exceed thirty (30) days) may be resolved through any and all means available.

SECTION 16. GOVERNING LAW.

This Agreement shall be interpreted, construed, and governed according to the laws of the State of [\[insert\]](#).

SECTION 17. SEVERABILITY.

If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances, other than those to which it is held invalid or unenforceable, shall not be affected but rather shall be valid and enforceable to the fullest extent permitted by law. In such event, the parties shall in good faith attempt to renegotiate the terms of this Agreement.

SECTION 18. THIRD PARTY BENEFICIARIES.

The Agreement is not intended to benefit, and shall not be construed to benefit, any person or entities other than the Parties hereto. This Agreement is not intended to create any third-party beneficiary right for any other person or entities.

SECTION 19. ASSIGNMENT.

Neither Party may assign or transfer this Agreement, or its rights and obligations hereunder, without the other Party's express, prior written consent. Any assignment attempted without such consent shall be void. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their duly authorized transferees and assigns.

SECTION 20. ENTIRE AGREEMENT.

This Agreement represents the Parties' complete understanding regarding the subject matter herein. This Agreement supersedes any other agreements or understandings between the Parties, whether oral or written, relating to the subject matter of this Agreement. No such other agreements or understandings may be enforced by either Party

nor may they be employed for interpretation purposes in any dispute involving this Agreement.

SECTION 21. AMENDMENTS.

Any amendment to this Agreement, inclusive of the Exhibits, shall be in writing and signed by both Parties.

SECTION 22. HEADINGS AND CONSTRUCTION.

All headings contained in this Agreement are for reference purposes only and not intended to affect in any way the meaning or interpretation of this Agreement.

SECTION 23. AUTHORITY.

Each signatory to this Agreement represents and warrants that he or she possesses all necessary capacity and authority to act for, sign, and bind the respective entity on whose behalf he or she is signing.

SECTION 24. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall together be deemed to constitute one agreement.

Signature page to follow.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date set forth above by their duly authorized representatives.

Behavioral Health Clinic

Vendor

By: _____

By: _____

Date: _____

Date: _____

- Exhibit A: Scope of Services
- Exhibit B: Compensation Methodology
- Exhibit C: Schedule of Discounts Policy