



**Senior Health and Education Partners, PLLC**

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**Facility Partnership Agreement**

**AGREEMENT FOR MENTAL HEALTH (“Agreement”)**

This facility agreement (the “Agreement”) is made by and between **Senior Health and Education Partners, PLLC**, a North Carolina professional limited liability company (hereafter referred to “SHAE”) and the aforementioned facility,

\_\_\_\_\_

(Facility Name)

\_\_\_\_\_

(Address)

\_\_\_\_\_

(City)

(State)

(Zip code)

Services to be provided by SHAE under this Agreement (collectively, hereto after referred to as the “Services”): Mental Health.

**BACKGROUND**

- A. SHAE is a provider of medical care services including, but not limited to, psychiatry (including Psych Medication Management (collectively the Services) and
- B. Facility is a licensed long term care facility and desires to engage SHAE to provide Services at the Facility under the terms and subject to the conditions of this agreement and SHAE desires to accept such engagement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- A. **Term and Termination.** The term of this Agreement shall commence on the “Effective Date” and continue in full force and effect until either party gives at least thirty (30) days written notice to the other party of its intention to terminate the Agreement.

## **B. Responsibilities of SHAE:**

- a. SHAE, through its Providers (defined below), shall provide Services in a professional and efficient manner consistent with the customary delivery of Mental Health services in the State of North Carolina. SHAE shall use reasonable efforts to provide sufficient numbers of Providers to meet the Facility's coverage requirements and that such Providers will perform their obligations in accordance with standards of care rendered by behavioral health professionals practicing in the state in which the facility is located. All mental health professionals, including physicians, nurse practitioners, physician assistants, psychologists, and social workers (the Providers") assigned to the Facility by SHAE to provide "Services" have and maintain in good standing all federal, state and local licenses, certifications, registrations, and permits which are required to provide the "Services" according to the laws and regulations of the State of North Carolina. Any non-physician Provider shall be adequately supervised by a SHAE physician.
- b. SHAE shall provide the "Services" only at the request of the patient or authorized Facility personnel. Evaluations and assessments will be seen within a reasonable time after referral is made. SHAE shall use commercially reasonable efforts to consult new patients within 72 hours of a request.
- c. SHAE shall provide timely communication with the Facility's intake division, billing team, and scheduling regarding SHAE caseload for each Provider at the Facility.
- d. SHAE shall provide detailed medical records with documentation of visits to the facility within 24 hours of each patient encounter, copies of which SHAE will also keep.
- e. SHAE agrees to assist the "Facility", at its request, in complying with managed care and regulatory guidelines and requirements.

## **C. Responsibilities of Facility**

- a. Facility shall be responsible for:
  - i. Designating a Facility staff person to liaison between the Facility and SHAE;
  - ii. Complying with generally accepted procedures and standards in making referrals to SHAE, including, without limitation, provision of the following information for each referred patient: (i) name and/or responsible party's name and contact information; (ii) name and contact information for referring person and attending physician; (iii) medical history and other appropriate medical information available to Facility; (iv) information to facilitate and enable SHAE to obtain appropriate consent for Services; (v) information to facilitate and enable SHAE's billing of payers for Services;
  - iii. Providing a consultation room for private evaluations of patients by the SHAE Providers;
  - iv. Providing timely communication in circumstances involving a patient's emergent medical condition.

## **D. Billing**

- a. SHAE's sole compensation for Services rendered directly to patients shall be for fees received by SHAE from such patients or third parties for such Services, and SHAE shall not bill the Facility for, nor be entitled to compensation from the Facility for time spent by SHAE or any of its Providers in the rendition of services to patients.

## **E. Miscellaneous Provisions**

- a. Independent Contactor Status
  - i. No relationship of employer and employee is created by this Agreement, it being understood that SHAE and all its Providers shall act as independent contractors with respect to the Facility, not being subject to the direction and control of the Facility in the daily provision of contract services. The Facility shall neither have

nor exercise any control or direction over the methods by which the SHAE shall perform the Services.

- b. Medical Records
  - i. Facility represents that it maintains medical records documenting the treatment provided by Facility staff and independent contractors and that it requires inclusion of SHAE's clinical records in the "Facility's" medical records in compliance with applicable law and/or to assure the continuity, coordination and consistency of the care provided by Facility staff and independent contractors. Facility agrees to safeguard the confidentiality of its medical records including all patient information provided by SHAE, and to comply with all applicable state and federal laws governing the confidentiality and security of such records. Facility shall not use or disclose patient information provided by SHAE except as permitted by law.
- c. HIPAA Compliance
  - i. The parties shall preserve the confidentiality of patient records to the extent required by law, and shall use protected health information contained in such records only to the extent permitted by applicable law. SHAE acknowledges that it meets the definition of a "business associate" and Facility acknowledges that it meets the definition of a "covered entity" as set forth in HIPAA.
- d. Non-Solicitation of SHAE Providers
  - i. During the Term of this Agreement and for a period of one (1) year following the last day of this Agreement, Facility shall refrain from (ii) directly or indirectly hiring, retaining, engaging soliciting or assisting others in hiring , retaining, engaging , or soliciting for employment or work in any capacity any SHAE Provider involved in providing services contemplated by this Agreement; and (ii) directly or indirectly soliciting , encouraging, inducing or assisting others in soliciting, encouraging or inducing any Provider of SHAE involved in providing services contemplated by this Agreement to terminate his or her employment with SHAE. The parties acknowledge that a breach of subsection 5. (D) by the Facility would result in irreparable damage to SHAE , and , without limiting other remedies which may exist for breach of subsection 5. (D), the parties agree that subsection 5. (d) may be enforced by temporary restraining order, temporary injunction and permanent injunction restraining violation hereof, pending or following a trial on the merits. The parties hereby waive the claim or defense that an adequate remedy at law for such breach exists or that irreparable injury will not occur.
- e. Indemnification
  - i. To the extent not covered by a policy of insurance covering the Indemnified Party (as defined below), each party (the Indemnifying Party) shall indemnify and hold harmless the other party and their respective employees, agents, representatives, successors and assigns(collectively, the "Indemnified Party") from any and all claims, suits, actions, liabilities, damages, and costs of any kind, including reasonable attorneys' fees, arising from or in connection with any acts or omissions of the Indemnifying Party, or any of its employees, agents, officers, directors, shareholders, managers, members or representatives.
- f. Insurance
  - i. SHAE Partners shall maintain professional liability insurance on a continuing basis for SHAE and each Provider providing "Services" under this Agreement, with per occurrence limits of liability not less than \$1,000,000 per occurrence and \$3,000,000 aggregate coverage.

- g. Confidentiality
  - i. Both parties understand that this Agreement creates a relationship of trust and respect to any information of the confidential or secret nature regarding their respective businesses including, but not necessarily limited to, business methods and practices, business forms, employee information and customer lists (“Proprietary Information”) that if disclosed to others may be harmful to their businesses. Therefore, at all times during the Term of this agreement and after its termination each party will keep and hold all such Proprietary Information of the other party in strict confidence and trust and will not disclose such Proprietary Information without the prior written consent of the other party.
- h. Assignment
  - i. Neither party may assign or transfer this Agreement or any part hereof without prior written consent from the other party. There are no third party beneficiaries of or to this Agreement.
- i. Governing Law:
  - i. Severability
    - 1. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to or application of choice of law rules or principles. In the event that a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

**F. Entire Agreement**

- a. This Agreement constitutes the entire Agreement between the parties and all prior agreements, negotiations or representations regarding the subject matter of this Agreement are of no force or effect unless expressly set forth herein. This Agreement may be amended at any time by mutual agreement of the parties, but such amendment shall not be valid unless it is in writing and signed by both parties.

AGREED as the Effective Date of: \_\_\_\_\_

\_\_\_\_\_  
Senior Health and Education Partners, PLLC

Practice Name

\_\_\_\_\_  
Dr. Carol Gibbs

Full Name

\_\_\_\_\_  
Managing Partner

Title

\_\_\_\_\_  
Signature

\_\_\_\_\_

Facility Name

\_\_\_\_\_  
Full Name of Facility Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature