

**DAVIS BEHAVIORAL HEALTH, INC.**  
**CONTRACT AGREEMENT**

- I. **CONTRACTING PARTIES:** This agreement between Davis Behavioral Health (hereinafter **DBH**) and:

_____ Contractor/Lessor	Social Security #: _____ or Federal I.D. #: _____	
_____ Address		
_____ City	_____ State	_____ Zip

(hereinafter **CONTRACTOR**).

- II. **PURPOSE OF CONTRACT:** The general purpose of this agreement is to provide approved mental health services to Medicaid clients included in Davis Behavioral Health's prepaid capitation plan.

- III. **CONTRACT PERIOD:** This contract is effective when approved by DBH and will terminate on \_\_\_\_\_ unless otherwise extended or terminated according to the terms and conditions of this contract.

- IV. **CONTRACT COSTS:** DBH shall pay CONTRACTOR according to Attachment G.

- V. **ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:**

Attachment A:	Standard Terms and Conditions
Attachment A1:	Contract Stipulations
Attachment B:	Proof of Contractor's Insurance: 1) Accident/Fire Liability; 2) Professional Liability
Attachment C:	Copy of Contractor's Professional Licensure
Attachment D:	Copy of Business License
Attachment E:	Additional Contract Stipulations
Attachment F:	Clinical Record Standards
Attachment G:	Reimbursement Rate and Reinstatement Provisions
Attachment H:	Preferred Practice Guidelines

- VI. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**

- A. All laws, regulations, or actions applicable to services provided herein.
- B. All terms and conditions applicable to licensed mental health providers contained in "Mental Health Center Provider Manual" -- Division of Health Care Financing.
- C. All terms and conditions of the DBH Corporate Compliance Policy, DBH Corporate Compliance Board Resolution and DBH Corporate Compliance Contractor Acknowledgement.

**ATTACHMENT A**  
**STANDARD TERMS AND CONDITIONS**

1. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR will be an independent contractor, and as such, will have no authorization, express or implied, to bind DBH to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for DBH, except as herein expressly set forth. Compensation provided for herein will be the total compensation payable hereunder by DBH.
2. **RENEGOTIATIONS OR MODIFICATIONS:** This contract may be amended, modified or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of this contract. DBH will not allow any claim for services furnished by the CONTRACTOR not specifically authorized by this contract.
3. **TERMINATION:** This contract may be terminated, without cause, ahead of the specified expiration date by either party upon 30 days prior written notice being given to the other party. This contract may be terminated immediately, with cause, ahead of the expiration date by either party. On termination of this contract all accounts and payments will be processed according to financial arrangements set forth herein for services rendered to date of termination.
4. **SANCTIONS:** The CONTRACTOR may be subject to sanctions or other corrective actions DBH determines appropriate if the CONTRACTOR'S performance under the contract is inadequate. This clause in no way limits DBH's right to terminate this contract with or without cause prior to imposing sanctions.
5. **CONTRACT JURISDICTION:** The provisions of this contract will be governed by the laws of the State of Utah.
6. **SEPARABILITY CLAUSE:** The declaration by any court or other binding legal source that any provision of this contract is illegal and void will not affect the legality and enforceability of any other provision of this contract unless said provision(s) are mutually dependent.
7. **NONAVAILABILITY OF FUNDS:** Financial obligations of DBH for the current fiscal year are contingent upon funds for that purpose being budgeted, appropriated or otherwise made available. If funds are not available to continue the payments, CONTRACTOR will be notified immediately. DBH will only be responsible for payment for services rendered to the date of official notification of nonavailability of funds. Financial obligation of DBH for subsequent fiscal years is subject to an approved contract agreement between DBH and CONTRACTOR effective at the beginning of the subsequent fiscal year.
8. **INSURANCE COVERAGE:** N/A
9. **BANKRUPTCY:** N/A
10. **NON-DISCRIMINATION:** Employment and subcontractor decisions at DBH will be based on performance, qualifications, and abilities. In accordance with the Civil Rights Act and Public Law, DBH will assure fair treatment of the CONTRACTOR in all aspects of personnel administration without regard to race, color, religion, sex, national origin, age, disability, or political affiliation.
11. **CORPORATE COMPLIANCE:** CONTRACTORS of DBH must be knowledgeable of standards imposed by applicable federal and state laws and regulations that impact its documentation, coding, billing, and competitive practices, as well as day-to-day activities. CONTRACTOR will read the attached Corporate Compliance Resolution, Corporate Compliance Policy and then sign the Corporate Compliance Acknowledgement.
12. **OFFICE SPACE:** Although DBH may choose to provide office space or at one of its facilities, this in

no way implies the CONTRACTOR is an employee of DBH.

**ATTACHMENT B**  
**PROOF OF CONTRACTOR'S INSURANCE**

**ATTACHMENT C**  
**COPY OF CONTRACTOR'S PROFESSIONAL LICENSURE**

**ATTACHMENT D**  
**COPY OF BUSINESS LICENSE**

**ATTACHMENT F**  
**CLINICAL RECORD STANDARDS**

**ATTACHMENT G**  
**Reimbursement Rate and Reinstatement Provisions**

1. CONTRACTOR will be reimbursed at a rate of \$\_\_\_\_\_per hour provided as authorized and which are in compliance with the terms and conditions set forth in this contract.
2. CONTRACTOR will perform duties as a \_\_\_\_\_
3. CONTRACTOR will be responsible for submitting invoices at least monthly with a description of the date and location of work performed

**IN WITNESS WHEREOF**, the parties sign and cause this contract to be executed:

\_\_\_\_\_ (date)

**CONTRACTOR**

**DAVIS BEHAVIORAL  
HEALTH, INC.**

\_\_\_\_\_  
***Contractor Signature***

\_\_\_\_\_  
***Authorized Representative  
Davis Behavioral Health***

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date