

**Memorandum of Understanding**  
Regarding Integrated Services

This Memorandum of Understanding (“MOU” or “Agreement”) is entered into between -----, Inc. (FQHC) and ----- (CMHC) effective February 1, 2012. Each signatory to this MOU may be referred to as a “party,” and collectively as “Parties.”

WHEREAS, CMHC, a [NAME OF STATE] nonprofit corporation, is the community mental health center that provides behavioral health services in ---- county, and

WHEREAS, FQHC, a [NAME OF STATE] nonprofit corporation, is a federally qualified health center providing primary care in ----- county, and

WHEREAS, in the interest of collaborating for more effective treatment CMHC and FQHC will work together to serve patients whom they believe may have behavioral health problems and/or substance abuse issues that interfere with their ability to maintain good overall health.

WHEREAS the Parties desire to enter into an agreement that clearly identifies the roles and responsibilities of each party with respect to the development and implementation of an Integrated Behavioral Health Services Program at FQHC.

**ARTICLE I**  
**TERM AND TERMINATION**

1.1 Initial Term. The initial term of this MOU shall be from February 1, 2012 until February 28, 2013 unless earlier terminated and in accordance with Section 1.3.

1.2 Automatic Renewal. Upon expiration of the Initial Term, this MOU shall be automatically renewed for successive one-year terms, each commencing on the first day following the date on which the preceding initial term or renewal term shall have expired. Each Party reserves the right not to elect to renew the MOU.

1.3 Termination. Notwithstanding any other provision in this MOU, this MOU may be terminated on the first to occur of the following:

- (a) Either Party may terminate this MOU, with or without cause and with or without providing reasons for termination, upon giving the other Party ninety (90) days’ prior written notice.
- (b) Either Party may terminate this MOU for breach upon giving the other Party thirty (30) days’ prior written notice of intent to terminate and a description of the specific breach of the MOU. If the breaching Party has not cured the

breach by the end of the 30 day notice period, this MOU shall terminate immediately at the expiration of the 30 day period.

## **ARTICLE II**

### **RESPONSIBILITIES**

**Comment [VO1]:** FQHC and CMHC must describe respective responsibilities for salary, benefits, and work-related expenses. Reporting relations should also be described. These arrangements are variable, and should be based on available resources and integration structure.

#### 2.1. Responsibilities of CMHC. CMHC shall:

- Hire a BHP through the standard hiring process
- Provide new employee orientation
- Pay a monthly base salary of -----
- Provide standard benefits package with cost to be paid by -----
- Provide laptop computer for work related functions, including documentation of encounters
- Pay for any mileage, lodging, and incidental expenses incurred as a regular part of employment
- Provide FQHC with a quarterly statement of one half the cost of salary and benefits
- Provide training and supervision by the Behavioral Health Integration Coordinator to a 1FTE Behavioral Health Provider (BHP) following the agreed upon integrated service-delivery model. This person will also coordinate referral and communication with both CMHC and other specialty care services in the community. The BHP will be expected to participate in clinical training activities as time permits.
- CMHC BHP(s) providing services on FQHC premises will be appropriately licensed, certified, and/or otherwise qualified to furnish services as assigned. CMHC shall provide all services pursuant to this MOU in accordance with applicable state and federal law and any performance standards established by FQHC and CMHC.
- Not discriminate by payor source or patient's county of residence
- Document patient encounters in FQHC EMR only
- Bill for patient encounters utilizing FQHC Standard Operating Procedures for behavioral health billing.

#### 2.2. Responsibilities of FQHC. FQHC shall:

- Credential the BHP in full compliance with state regulations as described in [NAME OF STATUTE] Health Care Professional Credentials Application
- Provide a furnished office for the BHP
- Provide organization orientation with required information confidentiality statements.
- Reimburse the CMHC one-half of the salary and benefit expenses as billed by a quarterly statement.

- Provide a monthly encounter report to CMHC. This report can also be submitted directly to [BHO].

### **ARTICLE III LIABILITY AND INSURANCE**

3.1 Liability. Each Party shall be solely liable for any and all claims, costs, and expenses arising from or out of any act or omission in the performance of its obligations thereunder.

3.2 Insurance. Each Party shall maintain such policies of general and professional liability insurance as shall be necessary to insure it, its Board of Directors, and its employees against any claim or claims for damages arising by reason of an act or omission in the performance of its respective obligations hereunder. Such policies shall be carried in amounts of not less than \$1,000,000 per occurrence. Each party shall further maintain worker's compensation and unemployment compensation policies for its employees.

3.3. FQHC shall provide coverage under FTCA upon completion and approval of State Credentialing requirements as described in section 2.1

### **ARTICLE IV CONFIDENTIALITY**

The FQHC and the CMHC are covered entities for the purpose of Health Insurance Portability and Accountability Act (HIPPA) and subject to 45 CFR and 164 of the HIPPA Privacy Regulation.

A.) To the Extent that employee's are participating, employee's shall;

1. Be considered part of the FQHC workforce for HIPPA compliance purposes in accordance with 45 CFR 164.103, but shall not be constructed to be employees of the FQHC.
2. Receive training by FQHC and CMHC on, subject to compliance with, all of the FQHC and CMHC privacy policies adopted pursuant to the Regulations and
3. Not disclose any Protected Health Information, as the term is defined by 45 CFR 160.103, to which an Employee has access through program participation.

### **ARTICLE V GENERAL PROVISIONS**

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. **PARTICIPATION IN SIMILAR ACTIVITIES:** This instrument in no way restricts the CMHC or FQHC from participating in similar activities with other public or private agencies, organizations, and individuals.
2. **COMMENCEMENT/EXPIRATION /TERMINATION:** This MOU takes effect upon the signature of the CMHC and FQHC and shall remain in effect for 365 days from the date of execution. This MOU may be extended or amended upon written request of either the CMHC or FQHC and the subsequent written concurrence of the other(s). Either the CMHC or FQHC may terminate this MOU with a 30 day written notice to the other(s). Any remaining salary and benefit costs will be split by the agencies.
3. **RESPONSIBILITY OF PARTIES:** The CMHC and FQHC and their respective agencies and office will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
4. **PRINCIPAL CONTACTS:** The principal contacts for this instrument are:

*CMHC Contact*

\_\_\_\_\_

*FQHC Contact*

\_\_\_\_\_

5. **AUTHORIZED REPRESENTATIVES:** By signature below, FQHC and CMHC certifies that the individuals listed in this document as representatives of the Parties are authorized to act in their respective areas for matters related to this agreement.

This agreement is for the time period of DATE to DATE and can be renewed or amended at that time upon the agreement of both parties.

\_\_\_\_\_  
Chief Executive Officer

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Chief Executive Officer