**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

***Inpatient Behavioral Health Service DBA IPBHS***

**AND**

***Outpatient Behavioral Health Service DBA OPBHS***

This memorandum of understanding (MOU) is made and entered into by and between *Inpatient Behavioral Health Service (“IPBHS”)*, LEGAL ADDRESS, and *Outpatient Behavioral Health Service (“OPBHS”)*, LEGAL ADDRESS. The parties agree as follows:

# RECITALS/PURPOSE

Whereas IPBHS provides certain medical and inpatient psychiatric services to patients admitted to their facility as a result of suicidal ideation or suicide attempt, and,

Whereas IPBHS desires to implement a process designed to enhance the likelihood that individuals who have been admitted to this facility for suicidal ideation or a suicide attempt are offered and attend follow-up services upon discharge, and,

Whereas OPBHS provides outpatient ambulatory behavioral health services in person, via telehealth, and/or via phone to individuals experiencing symptoms of a behavioral health disorder and/or post-acute suicide stabilization, therefore,

**The purpose of this MOU** is to establish a framework of collaboration between IPBHS and OPBHS to do the following:

* Ensure continuity of care
* Support the timely transition of care
* Offer enhanced follow-up services
* Create a systems-based approach to suicide-specific care that prevents, assesses, treats, and supports recovery from suicidality

This MOU also establishes collaboration between the parties to establish a framework in suicide care, assessment, and management practices. As applicable, we are integrating standardized suicide prevention practices, including suicide care management, planning, training, screening, assessment, service referral, and delivery and tracking measures.

Additionally, this MOU establishes confidentiality requirements so that IPBHS may share and otherwise exchange confidential information with OPBHS about patients treated by IPBHS and referred to OPBHS to facilitate participation in outpatient care and the enhanced follow-up service.

**The intended outcomes of this Agreement are as follows:**

1. Provide a zero gap in the continuity of care between inpatient and outpatient behavioral health care
2. Connect inpatient referrals to outpatient behavioral health services
3. Promote engagement, maintenance in behavioral health services, and recovery of referred patients and families
4. Minimize risk, to the extent possible, for individuals who refuse outpatient behavioral health treatment
5. Reduce returns to the emergency department and acute care settings
6. Increase utilization of standardized suicide risk screening and assessment protocols
7. Grow and expand the delivery of best practices in the treatment of suicide
8. Prevent deaths by suicide

# TARGET POPULATION

The target population under this Agreement are persons treated by IPBHS who were admitted as a result of suicidal ideation or a suicide attempt, and who meet the following criteria:

1. *12+ years of age AND*
	1. *Have an existing, active relationship with OPBHS*

*OR*

* 1. *Have accepted an outpatient behavioral health care referral and follow-up services with OPBHS*

*OR*

* 1. *Who initially refused outpatient behavioral health care, but has now agreed to receive follow-up services after discharge*

# RESPONSIBILITIES OF IPBHS

IPBHS agrees to do the following:

1. Execute any necessary documents to comply with such state and federal laws and regulations regarding confidentiality, including a business associate agreement between IPBHS and OPBHS.
2. Regularly meet with OPBHS to review the care transitions process, share data, and implement improvements as indicated.
3. Identify patients admitted to inpatient psychiatric and medical inpatient units due to suicidal ideation or a suicide attempt but who are stable for discharge to an outpatient behavioral health setting.
4. For patients who meet the above criteria: to engage in a conversation with the patient and their family about unmet behavioral health after care needs and inform them of the availability of behavioral health services and the follow-up program at OPBHS.
5. Secure a release of information (ROI), schedule an OPBHS initial appointment, and initiate follow-up services.
6. Contact OPBHS to arrange a clinical consultation meeting with the OPBHS clinician for all referrals and coordinate pre-discharge planning.
7. Introduce the patient and family to the OPBHS clinician or designee (e.g., caseworker or peer support specialist) through an in-person meeting, virtual meeting, or telephone call.
8. Call the OPBHS intake line to provide a verbal hand-off report on the day of the patient's discharge.
9. Send available medical records (e.g., collaborative patient safety plan, medication list, discharge plan, psychosocial history, warm hand-off communication) to OPBHS on the day of discharge.
10. Send any remaining records (e.g., discharge summary) within 3 business days or before the first appointment, whichever occurs first.
11. Conduct a follow-up call to the patient and family within 24 hours of discharge to express care, encourage attendance at OPBHS first appointment, and assess and brainstorm solutions to potential barriers.
12. Provide caring contacts (e.g., card, letter, or text) to the patient within 48 hours of discharge, within one week, and on a scheduled basis for 9–12 months.
13. Track the number of eligible and completed patient referrals to OPBHS.
14. Track the number of discharge follow-up calls and delivery of caring contacts.
15. Track the number of emergency department return visits, re-admissions, and suicide deaths
16. Track other data as mutually agreed upon with OPBHS.

# RESPONSIBILITIES OF OPBHS

Upon receipt of a business associates agreement or a signed release of information, OPBHS agrees to do the following:

1. Execute any necessary documents to comply with such state and federal laws and regulations regarding confidentiality, including a Business Associate Agreement between IPBHS and OPBHS.
2. Regularly meet with IPBHS to review the care transitions process, share data, and implement improvements as indicated.
3. Cooperate with IPBHS and arrange a clinical consultation meeting between the IPBHS clinician and the OPBHS clinician to discuss client history, care needs, and community resources for client and family support.
4. Arrange for the OPBHS clinician or designee (e.g., caseworker or peer support specialist) to meet the client and family through an in-person meeting, virtual meeting, or telephone call before discharge.
5. Secure a referral appointment within 3 days post-discharge (but no later than 7 days), arrange for follow-up services, and request medical records.
6. Receive a verbal hand-off report and essential medical records on the day of the client's discharge.
7. Initiate an outreach call with the client or guardian within 24–72 hours of discharge (in coordination with IPBHS):
	1. Confirm appointment date and time and encourage family participation.
	2. Assess and problem-solve any barriers to attending the appointment.
	3. Reassess risk for suicide using the standardized risk assessment: \_\_\_\_\_\_\_\_\_\_\_.
	4. Review the collaborative safety plan and make revisions or updates with the client or guardian, including lethal means safety counseling.
8. Continue outreach phone contacts with the individual until the first appointment at OPBHS is completed:
	1. Phone support to be provided weekly, at a minimum, at scheduled times until the following:
		1. The individual completes the first outpatient appt.
		2. The individual withdraws consent or requests to be dis-enrolled from follow-up care at OPBHS.
	2. If OPBHS staff is unable to reach the client, they will do the following:
9. Repeat outreach attempt the same day.
10. Contact IPBHS regarding inability to reach the client and problem-solve.
11. Coordinate with IPBHS crisis response protocol for clients with identified suicide risk (e.g., call emergency contacts, utilize mobile crisis outreach team).
12. Track the number of eligible client referrals, completed client referrals, and follow-up service contacts for quarterly reporting with IPBHS related to their mutual suicide-specific care efforts.
13. Track the number of eligible and completed client referrals to OPBHS.
14. Track the care transitions gap (i.e., days between IPBHS discharge and OPBHS initial appointment).
15. Track the number of emergency department return visits, re-admissions, and suicide deaths, particularly noting when the client enters a health care system other than IPBHS.
16. Track other data as mutually agreed upon with OPBHS.

For individuals who have consented to the **Follow-Up Services** **Only,** OPBHS shall do the following:

1. Initiate an outreach call with the individual or guardian within 24–72 hours of discharge:
	1. Express care and concern.
	2. Review the collaborative safety plan and make revisions or updates with the individual or guardian, including lethal means safety counseling.
	3. Explore additional community support resources available to the individual and family.
	4. Reassess the current level of risk and provide crisis care. If appropriate, follow crisis response policies in coordination with IPBHS.
2. Provide follow-up support as clinically appropriate.
3. Provide alternate referrals as appropriate.
4. Continue to provide follow-up services per schedule.
5. Document all contacts.

For individuals who have consented to **Follow-Up Services only** and who **cannot be reached by phone**, OPBHS shall do the following:

1. Repeat outreach attempt the same day.
2. Contact IPBHS regarding the inability to reach the individual and problem-solve.
3. Coordinate with IPBHS crisis response protocol for individuals with identified suicide risk, e.g., call emergency contacts, utilize mobile crisis outreach team.
4. Send caring letters to the individual, if a known address is available (on agreed upon schedule).
5. Document all efforts to reach the individual.

# PRINCIPAL CONTACTS

The principal contacts for this MOU are as follows:

**IPBHS**

|  |  |  |
| --- | --- | --- |
|  | **Main Contact** | **Alternate Contact** |
| **Name** |  |  |
| **Title** |  |  |
| **Mailing Address** |  |  |
| **Phone Number** |  |  |
| **Fax Number** |  |  |
| **Email Address** |  |  |

**OPBHS**

|  |  |  |
| --- | --- | --- |
|  | **Main Contact** | **Alternate Contact** |
| **Name** |  |  |
| **Title** |  |  |
| **Mailing Address** |  |  |
| **Phone Number** |  |  |
| **Fax Number** |  |  |
| **Email Address** |  |  |

All notices, requests, consents or other communications required and permitted under this MOU shall be deemed to have been given, if and when deposited in the U.S. Postal Service by registered or certified mail, return service requested, properly stamped and addressed to the party at such parties' address listed herein, or when personally delivered to such party. A party may change its address for notice hereunder by giving notice to the other party.

## TERM

This MOU shall commence on the date last executed by the duly authorized representatives of the parties to this MOU and shall remain in full force until terminated as provided herein. Annual review of this MOU will occur.

## PAYMENT

No payment shall be made to either party as a result of this MOU. There will be no direct reimbursement or exchange of funds between IPBHS and OPBHS related to this Agreement. Each party certifies that (a) it has not received and/or given anything of value in exchange for entering into this Agreement (other than that which has been fully disclosed herein), and (b) it has no knowledge of any real or apparent conflict of interest which will/may result from performance under this Agreement.

## GENERAL PROVISIONS

1. Termination: This MOU may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party with thirty days' prior written notice to the other party; or (c) upon mutual written Agreement by both parties. This MOU shall be effective on the date it is signed by all parties and shall continue in effect for five years, unless terminated as provided in this section.
2. Entire Agreement: This MOU consisting of eight pages represents the entire and integrated Agreement and understanding between the parties and supersedes all prior negotiations, statements, representations, and agreements, whether written or oral.
3. Modifications: Modifications within the scope of this MOU shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
4. Invalidity/Severability: If any provision of this MOU is held invalid, void, or unenforceable by any court of competent jurisdiction, or if either party is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. The remainder of the provision of this MOU shall remain in full force and effect and shall in no way be affected, impaired, or otherwise invalidated. It is the express intent of the parties that the provisions of this MOU are fully severable.
5. Applicable Law and Venue: The parties mutually understand and agree that this MOU shall be governed by and interpreted pursuant to the laws of the State of \_\_\_\_\_\_\_.
6. Discrimination: Neither party to this MOU shall discriminate because of race, color, religion, sex, sexual orientation, gender identity and expression, ancestry, national origin, age, marital status, genetic information, pregnancy, pregnancy disability, or mental or physical disability or because he or she is a protected veteran or any other characteristic protected by federal, state, or local law, in any facet of its operation. The parties further agree to comply with the provisions set forth in the Americans with Disabilities Act and/or any properly promulgated rules and regulations relating thereto.
7. Third Parties: The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed to create such a status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to the MOU and shall inure solely to the benefit of the parties of the MOU.
8. Force Majeure: Neither party shall be liable to perform under the MOU if such failure arises out of issues beyond control and without the fault or negligence of said party. Such causes may include, but are not restricted to, an act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, or unusually severe weather or natural disasters. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.
9. Indemnification: IPBHS hereby agrees to indemnify, defend, and hold harmless OPBHS, physicians, and other staff working at OPBHS from and against any and all claims, judgments, costs, liabilities, damages, and expenses, including reasonable attorney's fees, arising from the negligent provision of services, intentional misconduct, or other wrongful acts by IPBHS or its employees, acting or purporting to act within the scope of their duties under the terms of this MOU. OPBHS hereby agrees to indemnify, defend, and hold harmless IPBHS, physicians, and other staff working at IPBHS from and against any and all claims, judgments, costs, liabilities, damages, and expenses, including reasonable attorney's fees, arising from the negligent provision of services, intentional misconduct, or other wrongful acts by OPBHS or its employees, acting or purporting to act within the scope of their duties under the terms of this MOU. The terms of this paragraph shall survive the termination of this MOU.
10. Confidentiality of Patient Information: The purpose of this provision is to ensure that IPBHS and OPBHS as covered entities meet their obligations under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and under the regulations promulgated thereto, the Standards for Privacy of Individually Identifiable Health Information and the Security Standards (45 C.F.R. Parts 160, 162 and 164, issued by the Department of Health and Human Services, hereinafter referred to as the Privacy and Security Regulations). OPBHS acknowledges that medical information, including payment information, regarding IPBHS's patients must be kept confidential. The parties understand and agree that the privacy and/or security regulations apply to the use and disclosure of protected health information (as that term is defined in HIPAA), which may occur in fulfilling the duties and responsibilities delineated in the Agreement. OPBHS agrees that any protected health information that it receives directly or indirectly, whether or not inadvertently, through its employees or agents, regarding IPBHS' patients shall be treated as confidential in compliance with all state and federal laws, including but not limited to HIPAA and the privacy and security regulations. OPBHS will not use or further disclose patient information other than as provided for by this Agreement. The parties agree to use appropriate safeguards to prevent the use or disclosure of patient information other than as provided for by this Agreement and agree to report any use or disclosure of patient information not provided for by this Agreement of which the parties become aware. Furthermore, OPBHS agrees to execute any necessary documents to comply with such state and federal laws and regulations, including a business associate agreement, if necessary. The parties mutually acknowledge and agree that a break of this section may result in termination of this Agreement.
11. Regulatory Compliance: The parties acknowledge their intent that this contract, and all services performed hereunder, shall be in compliance with all applicable federal and state regulatory standards, all Joint Commission and CMS standards, all hospital policies and procedures, and any other agency regulatory standards or those promulgated or required by third-party payers, whether currently existing or created during the term of the Agreement. Without limiting the foregoing, the parties agree that each will comply with the provisions of Title VI of the Civil Rights Act of 1964, and specifically, that each party hereto agrees not to discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity and expression, ancestry, national origin, age, marital status, genetic information, pregnancy, pregnancy disability, or mental or physical disability or because he or she is a protected veteran or any other characteristic protected by federal, state, or local law in administration of its policies, programs, employment, services, or activities.
12. Authority: By signature below, the parties acknowledge they have read and understood the foregoing and hold the authority to bind the respective parties by their signature.

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FACILITY FACILITY

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NAME NAME

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TITLE TITLE

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DATE DATE