

Exhibit D
**Health Center Program Grantee & Behavioral Health Organization or Supportive Housing
Partnership Sample Agreement³**

**Memorandum of Understanding
Regarding Integrated Services**

This Memorandum of Understanding (“MOU” or “Agreement”) is entered into between -----, Inc. (Health Center) and ---
-- (Community Mental Health Center/Supportive Housing Agency (SHA)) effective [Date]. Each signatory to this MOU may
be referred to as a “party,” and collectively as “Parties.”

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

WHEREAS, Health Center, a [NAME OF STATE] nonprofit corporation, is a Health Center Program Grantee providing
primary care in ----- county, and

WHEREAS, in the interest of collaborating for more effective treatment CMHC/SHA and Health Center 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 Health Services Program (list site here if there is a
specific site where services will be).

ARTICLE I: TERM AND TERMINATION

- **1.1 Initial Term.** The initial term of this MOU shall be from DATE until DATE 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

- **2.1. Responsibilities of CMHC/SHA.** CMHC/SHA shall:
 - Hire LIST NEEDED BH/SH STAFF POSITIONS 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 Health Center with a quarterly statement of one half the cost of salary and benefits

³ Adapted from <http://www.coloradohealthpartnerships.com/provider/integrated/Sample-FQHC-CMHC-MOU-Unabridged.pdf>

- Provide training and supervision by the BH/SH Integration Coordinator to a 1 FTE BH/SH provider (Provider) following the agreed upon integrated service-delivery model. This person will also coordinate referral and communication with both CMHC/SHA and other specialty care services in the community. The Provider will be expected to participate in clinical training activities as time permits
- Providers providing services on Health Center premises will be appropriately licensed, certified, and/or otherwise qualified to furnish services as assigned
- CMHC/SHA shall provide all services pursuant to this MOU in accordance with applicable state and federal law and any performance standards established by Health Center and CMHC
- Not discriminate by payer source or patient's county of residence
- Document patient encounters in Health Center EMR only
- Bill for patient encounters utilizing Health Center Standard Operating Procedures for behavioral health billing
- **2.2. Responsibilities of Health Center Program Grantee.** Health Center shall:
 - Credential the Provider in full compliance with state regulations as described in [NAME OF STATUTE] Health Care Professional Credentials Application
 - Provide a furnished office for the Provider (if needed)
 - Provide organization orientation with required information confidentiality statements
 - Reimburse the CMHC/SHA one-half of the salary and benefit expenses as billed by a quarterly statement.
 - Provide a monthly encounter report to CMHC/SHA. This report can also be submitted directly to [_____]

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. Coverage.** Health Center shall provide coverage under FTCA upon completion and approval of State Credentialing requirements as described in section 2.1

ARTICLE IV: CONFIDENTIALITY

The Health Center and the CMHC/SHA are covered entities for the purpose of Health Insurance Portability and Accountability Act (HIPAA)⁴ and subject to 45 CFR and 164 of the HIPAA Privacy Regulation. To the extent that employees are participating, employees shall:

1. Be considered part of the FQHC workforce for HIPAA compliance purposes in accordance with 45 CFR 164.103, but shall not be constructed to be employees of the Health Center.
2. Receive training by Health Center and CMHC/SHA on, subject to compliance with, all of the Health Center and CMHC/SHA privacy policies adopted pursuant to the Regulations, and
3. Not disclose any Protected Health Information, as the term is defined by 45 CRF 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/SHA or Health Center 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/SHA and Health Center 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/SHA or Health Center and the subsequent written concurrence of the other(s). Either the CMHC/SHA or Health Center 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.

⁴ Note: This might not be the case for a SHA.

3. RESPONSIBILITY OF PARTIES: The CMHC/SHA and Health Center 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/SHA Contact _____; Health Center Contact_____.

AUTHORIZED REPRESENTATIVES: By signature below, Health Center and CMHC/SHA 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
CMHC/SHA

Chief Executive Officer
Health Center