

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”) is made and entered into as of _____, 20____, between _____ (“Health Home”) and _____ (“Hospital” or “Institution”).

Recitals

- A. Hospital is a licensed acute care hospital located at _____.
- B. Health Home is an integrated care provider, as recognized and designated by the Oklahoma Department of Mental Health and Substance Abuse Services (ODMHSAS) and maintains a SoonerCare contract through the Oklahoma Health Care Authority (OHCA) to serve adults with serious mental illness and children with serious emotional disturbance.
- C. Health Home has a principal location at _____.
- D. Member is an adult or child who receives SoonerCare benefits.
- E. Participant is a Member who is enrolled in a Health Home.
- F. Health Homes are defined as an alternative form of delivery of healthcare services which includes comprehensive care management and care coordination for Members who have certain chronic illnesses.
- G. Health Home was selected by ODMHSAS as a Health Home provider.
- H. Health Home standards require Health Homes to establish a memorandum of understanding with regional hospitals to provide for a structure for transitional care planning.
- I. Health Home and Hospital wish to enter into this MOU in compliance with OHCA’s Health Home standards.

Agreement

NOW, THEREFORE, the parties agree as follows:

1. **Purpose of Agreement.** Each Provider agrees on the terms and conditions of this MOU to collaborate and cooperate with the other in order to coordinate care for Members who are eligible for Health Home services. Nothing herein shall be interpreted to create an exclusive relationship between the Providers. Each Provider shall be free to enter into memoranda of understanding and/or agreements with other entities.

2. **Designated Representative.** Each Provider hereby designates a representative (“Designated Representative”) to whom all information under this MOU shall be sent and who shall be designated by such Provider to have responsibility to distribute such information to the appropriate employees or other representatives of such Provider for review, action and/or decision. The Designated Representative of each Provider as of the date of this MOU is identified on **Attachment A** to this MOU. Each Provider may at any time change its Designated Representative by a notice in writing delivered to the other Provider.

3. **Transitional Care Planning.**

(a) The parties acknowledge that Hospital has access to certain information from OHCA for each person who is eligible for SoonerCare reimbursement and who seeks admission to the Hospital and that such information includes identification of each such Member who has been enrolled as a Participant in the Health Home program (“Participant”).

(b) Hospital agrees that when a Member is admitted to the Hospital who is identified through the OHCA system as a Participant, Hospital agrees to notify the Designated Representative of the Health Home of such admission (“Admission Notice”). Such Admission Notice shall be given in writing and no later than 48 hours after admission. The Admission Notice will be delivered in a form agreed upon by both Parties.

(c) Following each Admission Notice, each Institution agrees to use good faith efforts to collaborate with the other by exchanging information about the Participant for the purpose of providing a smooth transition for the Participant following his or her discharge from Hospital in order to assist each Provider to provide care for the Participant consistent with such Participant’s prior medical background and history.

(d) Health Home shall inform Hospital of consent provided by Participant for the exchange of Protected Health Information.

(e) Upon discharge by Hospital of any Participant, Hospital agrees to deliver to Health Home a discharge summary, the content and form of which must be agreed upon by both parties.

(f) Hospital agrees to provide to Health Home access to each Participant and his or her medical records during his or her stay at Hospital, subject to the right of such Participant to deny access to Health Home.

4. **Identification of Potential Participants.** Each institution agrees to collaborate and negotiate with the other in good faith to develop a system whereby Members who are admitted to the emergency department (“ED”) of the Hospital who may benefit from becoming a Participant can be identified. Such identification system may include factors such as:

(a) Selection standards for ED patients to identify those who may benefit from becoming Participants.

(b) Collaboration between the Providers to develop methods to notify patients admitted to ED of the potential benefits of the Home Health program.

(c) Development of a procedure to offer enrollment as Participants to those ED patients who are identified as described above.

(d) Development of a procedure under which the Hospital would notify Health Home of each ED patient who is identified as a potential Participant in the Health Home program.

5. **Billing Arrangements.** All bills incurred with respect to services performed by either Provider for patients pursuant to this MOU shall be collected by the Provider rendering such services directly from the patient, third-party reimbursement source, or other sources normally billed by the Provider.

6. **Parties’ Relationship.** Hospital and Health Home shall have exclusive control of the management, assets, and affairs of their respective institutions. Each of the parties hereto shall be responsible only for its own acts and omissions with respect to patient care, and neither party by virtue of this Agreement assumes any liability for any debts or obligations of either a financial or a legal nature incurred by the other party to this Agreement.

7. **Term.** This Agreement shall be effective for the period beginning _____, 20___, for a term of one year, and thereafter it shall be renewed automatically for successive periods of one year, unless sooner terminated as herein provided. Notwithstanding the foregoing, this Agreement may be terminated by either party for any reason after the expiration of the first full year of the term hereof by giving thirty days’ prior written notice to the other party of its intention to withdraw from this Agreement and by ensuring the continuity of care to patients who already are involved in the transfer process.

8. **Notices.** Any notices permitted or required by this Agreement will be deemed made on the day personally delivered in writing or mailed by certified mail, postage prepaid, to the other party at the address set forth below or to such other person and address as either party may designate in writing:

If to Health Home:

Attn: _____

And to: _____

If to Hospital: _____

Attn: _____

And to: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

("Health Home")

("Hospital")

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A

Designated Representatives

Designated Representative for Hospital

Name: _____

Title: _____

Address: _____

Telephone: _____

Emergency

Telephone: _____

E-mail: _____

Designated Representative for Health Home

Name: _____

Title: _____

Address: _____

Telephone: _____

Emergency

Telephone: _____

E-mail: _____