

SAMPLE CARE COORDINATION AGREEMENT

This sample Care Coordination Agreement is between a fictional Certified Community Behavioral Health Clinic (CCBHC), *Behavioral Health Clinic*, and a fictional hospital, *Community Hospital*, for the provision of acute care and hospital outpatient services. Note that this sample Care Coordination Agreement is not a template, but is provided as an example. Care Coordination Agreements must be drafted to reflect the unique characteristics of each care coordination relationship.

This Care Coordination Agreement (the "Agreement") serves to confirm the mutual understandings of Behavioral Health Clinic, a Certified Community Behavioral Health Clinic ("CCBHC"), and Community Hospital, an acute care hospital, to coordinate inpatient acute care and hospital outpatient services (collectively, the "Services") for those individuals who receive community-based mental health and substance use disorder services from Behavioral Health Clinic, in accordance with the terms set forth below. The purpose of this Agreement is to set forth the parties' understanding regarding their collaborative treatment planning and care coordination activities.

I. Provision of Services

1. Behavioral Health Clinic is committed to providing integrated and coordinated care across a spectrum of services in a manner that is both person-centered and family-centered, consistent with Section 2402(a) of the Patient Protection and Affordable Care Act ("ACA"), and with the requirements of the CCBHC demonstration, as implemented by the United States Department of Health and Human Services ("HHS").
2. Community Hospital agrees to furnish Services to consumers referred to Community Hospital by Behavioral Health Clinic, regardless of the individual's ability to pay, payor source, insurance status or place of residence, subject to capacity limitations, as determined in Community Hospital's sole discretion. Community Hospital agrees to promptly inform Behavioral Health Clinic when Community Hospital no longer has capacity to accept additional consumers from Behavioral Health Clinic. **Note:** The Protecting Access to Medicare Act of 2014 (PAMA) does not require that the Care Coordination Agreement include a representation that the Community Hospital will furnish services to all CCBHC consumers, regardless of their ability to pay. However, we recommend including this provision.]



II. Care Coordination Processes

1. The parties will collaborate to conduct treatment planning and care coordination activities in a manner that is person and family-centered.
2. Behavioral Health Clinic agrees to provide intake, initial screening, and appropriate treatment to consumers presenting at Behavioral Health Clinic for the provision of community-based mental health and substance use disorder services, and to establish and maintain records of such individuals' healthcare.
3. If such screening and/or treatment indicate the need for Services, as determined in the sole discretion of the Behavioral Health Clinic provider, consistent with requirements of privacy, confidentiality, and consumer preference and need, Behavioral Health Clinic will assist consumers and/or their families to obtain an appointment with Community Hospital. Behavioral Health Clinic will confirm with Community Hospital that the appointment was kept, consistent with the Referral and Communication Protocol described below in Section II.5.
4. Behavioral Health Clinic will ensure that consumers' preferences and those of their families, as applicable, for shared information will be adequately documented in the applicable clinical records, consistent with the philosophy of person and family-centered care. Behavioral Health Clinic will make reasonable efforts to obtain necessary consent for release of information from consumers of Behavioral Health Clinic.
5. Behavioral Health Clinic and Community Hospital agree to jointly develop a Care Coordination Protocol. Such protocol shall describe: (i) how Behavioral Health Clinic tracks its consumers when admitted to and discharged from, Community Hospital; (ii) how Behavioral Health Clinic and Community Hospital will coordinate the transfer of medical records for Services received at Community Hospital (e.g., prescriptions) by consumers of the Behavioral Health Clinic; (iii) the process for coordinating Behavioral Health Clinic's active follow-up after discharge; (iv) how timely and orderly referrals will be made; (v) how the Parties will track referred consumers and the Services they receive, including prescriptions, admission, and discharge, as applicable; (vi) consumer preferences and needs for care, including psychiatric or substance use crises, and to the extent possible and in accordance with consumer's expressed preferences with consumer's family or caregiver and other supports identified by consumer; (vii) any other expectations necessary to effectively manage care transitions; and (viii) as applicable, the sharing of medical notes and records regarding diagnosis, treatment, prescriptions, and specific recommendations for appropriate follow-up care.

[Please note: For Care Coordination Agreements applicable to inpatient psychiatric treatment, with ambulatory and medical detoxification, post-detoxification step-down services, and residential programs, the Care Coordination Protocol should address:

- how the CCBHC will track when consumers are admitted to facilities providing such services, as well as when they are discharged, unless there is a formal transfer of care to a non-CCBHC entity; and
 - procedures for assisting individuals with the transition to a safe community setting, including the transfer of medical records of services received (e.g., prescriptions), active follow-up after discharge and, as appropriate, a plan for suicide prevention and safety, and provision for peer services.]
6. Behavioral Health Clinic will make and document reasonable attempts to contact all Behavioral Health Clinic consumers who are discharged from Community Hospital within twenty-four (24) hours of discharge. For all Behavioral Health Clinic consumers who present to the Community Hospital as a potential suicide risk, Behavioral Health Clinic will provide targeted case management services, emphasizing smooth transitions to and from emergency department care or psychiatric hospitalization. A Behavioral Health Clinic will coordinate consent and follow-up services with the consumer within twenty-four (24) hours of discharge, which shall continue until the individual is linked to services or assessed to be no longer at risk.
 7. Behavioral Health Clinic and Community Hospital agree that, to the extent that consumers receive care from either Party pursuant to this Agreement, such individuals are considered consumers of the Party furnishing the services. Accordingly, each Party agrees to be solely responsible for billing and collecting all payments for such services from appropriate third party payors, funding sources, and, as applicable, consumers, observing the Party's customary billing, collection, and discount/charity care policies.

III. Insurance and Liability

[Note: The Parties may wish to include a section that sets forth their mutual understandings and obligations related to insurance and liability. PAMA does not require such provision be in the care coordination agreement. We nonetheless recommend including such representation.]

1. Behavioral Health Clinic and Community Hospital represent and warrant that each Party and its clinicians providing Services hereunder are covered by a professional liability insurance policy (malpractice, errors, and omissions) that provides sufficient



coverage against professional liabilities that may arise from acts or omissions in connection with or related to the Services that the Party furnishes under this Agreement.

2. Behavioral Health Clinic and Community Hospital understand and agree that the provider of record of services, Behavioral Health Clinic, is solely liable for all such services, and that the Party which is not the provider of record of the services will not be liable, whether by way of contribution or otherwise, for any damages incurred by consumers or arising from any acts or omissions in connection with or related to the provision of such Services.

IV. Assurance of Patient and Clinician Choice

1. Behavioral Health Clinic and Community Hospital acknowledge and agree that all health and health-related professionals employed by or under contract with either Behavioral Health Clinic or Community Hospital retain sole and complete discretion, subject to any valid restriction(s) imposed by participation in a managed care plan and consistent with Section II above, to refer consumers to any and all providers who best meet the medical needs of such consumers.
2. Behavioral Health Clinic and Community Hospital acknowledge that all consumers have the freedom to choose (and/or request referral to) any provider of services, and Behavioral Health Clinic and Community Hospital will advise consumers of such right, subject to any valid restriction(s) imposed by participation in a managed care plan.
3. Behavioral Health Clinic and Community Hospital acknowledge and agree that they have freely negotiated the terms of this Agreement and that neither Party has offered or received any inducement or other consideration in exchange for entering into this Agreement. Nothing in this Agreement requires, is intended to require, or provides payment or benefit of any kind (directly or indirectly) for the referral of individuals or business to either Party by the other Party, subject to Section II above.
4. Behavioral Health Clinic and Community Hospital remain separate and independent entities. No provision of this Agreement is intended to create, nor shall any provision be deemed or construed to create, a relationship between the parties other than that of independent contractors. Behavioral Health Clinic and Community Hospital retain the authority to contract or affiliate with, or otherwise obtain services from, other parties, on either a limited or a general basis.



V. Term and Termination

1. The term of this Agreement shall commence on January 1, 2017, and continue until January 1, 2019, unless terminated at an earlier date in accordance with Section V. This Agreement will automatically renew for additional one (1) year terms unless written notice of intent not to renew is provided by one Party to the other Party no less than thirty (30) days prior to the expiration of the then-current Agreement. **[Note: The parties should identify an appropriate term, which may include provisions for the automatic renewal for subsequent terms, absent a Party's election to terminate the Agreement.]**
2. This Agreement may be terminated, in whole or in part, at any time upon the mutual agreement of Behavioral Health Clinic and Community Hospital.
3. Either Behavioral Health Clinic or Community Hospital may terminate this Agreement without cause upon ninety (90) days prior written notice to the other Party. **[Note: The Parties should identify the number of days' notice one Party must provide the other Party in the event a Party seeks to terminate this Agreement without cause.]**
4. This Agreement may be terminated for cause upon written notice by either Behavioral Health Clinic or Community Hospital. "Cause" shall include, but is not limited to: **[Note: The Parties should identify appropriate causes for termination under the Agreement, which may vary with the Services being coordinated by the Parties and the specific terms of the Agreement.]**

VI. Privacy and Confidentiality of Consumer Information

1. Behavioral Health Clinic and Community Hospital will coordinate care, as set forth in this Agreement, in a manner that complies with privacy and confidentiality requirements, including but not limited to those of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Pub. L. No. 104-191, 110 Stat. 1936 (1996)), 42 CFR Part 2, and other federal and state laws, including privacy requirements specific to the care of minors.
2. Each Party agrees it shall request consumers' consent for disclosure of their health information, in accordance with state and federal law and regulations. Each Party shall follow consumers' preferences for shared protected health information, consistent with the philosophy of person and family-related consent.
3. This Section VI shall survive termination of this Agreement.



Behavioral Health Clinic

By: _____

Date: _____

Community Hospital

By: _____

Date: _____