

## **MEMORANDUM OF UNDERSTANDING BEHAVIORAL HEALTH HOMES**

The parties to this agreement, (ORGANIZATION) and (ORGANIZATION) enter into this agreement for the purpose of providing Behavioral Health Home services to eligible MaineCare members. (ORGANIZATION) and (ORGANIZATION) intend by this agreement to describe the mutual goals, objectives, and scope of their partnership in the MaineCare Behavioral Health Home initiative. The parties agree as follows:

### **I. MUTUAL GOALS AND OBJECTIVES**

1. Provide Behavioral Health Home services to enrolled members, as described in MaineCare Benefits manual Chapter II, Section 92.
2. Other goals and objectives as may be identified and agreed upon by the parties.

### **II. TARGET POPULATION**

1. Children and/or adults who receive BHH services from the Behavioral Health Home Organization and the Health Home Practice.

### **III. EXPECTED OUTCOMES, MEASURES, AND BENEFITS**

1. Promotion of/improvement in key quality outcomes, as identified in MaineCare's BHHO Quality Framework
2. Other outcomes, measures, and benefits as may be identified and agreed upon by the parties.

### **IV. POLICIES AND PROCEDURES**

As described in the MaineCare Behavioral Health Home State Plan Amendment, the parties to this agreement shall further define mutually acceptable procedures for effective, ongoing communication and collaboration, such as:

- a. Frequency of meetings between organizational leadership (e.g., weekly, monthly, quarterly)
- b. Mutually acceptable mode(s) of electronic communication, e.g., Direct, to ensure timely and privacy-protected exchange of health information
- c. Procedures for bi-directional access to member plans of care and other health information;
- d. Collaboration on treatment plans and member goals;
- e. Referral processes between organizations.

### **V. COMPLIANCE WITH PRIVACY AND CONFIDENTIALITY**

Parties to this agreement shall ensure compliance with all applicable federal and state laws, regulations, licensing and accreditation requirements with regard to ensuring administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any information, in any format, that the parties may create, receive, maintain, or transmit pursuant to activities under this Agreement, including but not limited to HIPAA and/or HITECH, 42 CFR Part 2, Maine confidentiality statutes, regulation, licensing requirements, DHHS contract.

**XI. INDEMNIFICATION**

The parties shall protect, defend, and indemnify one another, one another's Board members, officers, agents, volunteers, and employees from any and all liabilities, claims, liens, demands, costs, and judgments, including court costs, costs of administrative proceedings, and attorney's fees, which arise out of the occupancy, use, service, operations, performance or nonperformance of work, or failure to comply with federal, state, or local laws, ordinances, codes, rules and regulations, or court or administrative decisions, negligent acts, intentional wrongdoing, or omissions by either party, its officers, employees, agents, representatives, or subcontractors in connection with this Agreement. Nothing herein shall be construed as a waiver of any public or governmental immunity.

**XII. TERMINATION**

Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

**XIII. AUTHORITY TO SIGN**

The persons signing below certify by their signatures that they are authorized to sign this Agreement on behalf of the party they represent, and that this Agreement has been authorized by said party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written below.

Date:

Date:

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Executive Director

Executive Director