

Centerstone Memorandum of Understanding: Enhanced Follow-Up Services with Emergency Department

Centerstone of Tennessee developed this Memorandum of Understanding with emergency department to enhance follow-up services for clients. See the following page for full text of the form.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
[FACILITY]
AND
CENTERSTONE of TENNESSEE**

This **MEMORANDUM OF UNDERSTANDING** ("MOU") is hereby made and entered into by and between Centerstone of Tennessee ("Centerstone") and [FACILITY] ("Agency Name").

RECITALS

WHEREAS, Centerstone provides crisis intervention services by phone, televideo, in-person to the residents of Tennessee who are experiencing symptoms of a mental health crisis and,

WHEREAS, [FACILITY] provides certain medical services to those patients seen in the Emergency Department, and,

WHEREAS, [FACILITY] and Centerstone desires to implement a process designed to enhance the likelihood that individuals who have been discharged from a hospital setting after having been assessed for suicidal risk are offered follow-up services upon discharge. The intent is to decrease the likelihood that the person will need to return to the hospital and increase the likelihood that the person will link to an on-going mental health provider and,

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1.0 PURPOSE:

The purpose of this MOU is to establish a framework of cooperation between [FACILITY] and Centerstone for the purpose of offering enhanced follow-up services by Centerstone's Crisis Care Services team to individuals, age 10-65, who, at initial presentation to the Emergency Department ([FACILITY]), have expressed some recent or current suicidal ideation, but whose level of risk at discharge does not justify medical admission or referral to a higher level of care. Additionally the intent of this MOU is to establish confidentiality requirements for Centerstone so that [FACILITY] may share otherwise confidential information with Centerstone about patients discharged from [FACILITY] and participating in the enhanced follow-up program in order to enable such participation.

This MOU also seeks to establish a framework of collaboration and consultation in the assessment and, as applicable, integration of standardized suicide prevention practices in training, screening, service referral and tracking measures.

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1.0 PURPOSE:

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This MOU also seeks to establish a framework of collaboration and consultation in the assessment and, as applicable, integration of standardized suicide prevention practices in training, screening, service referral and tracking measures.

The purpose of the collaboration between the parties to this MOU is to improve follow-up and continuity of care for individuals discharged from the ED who have had recent or current

suicidal ideation and have been determined to not be an imminent risk to themselves or others and do not warrant medical admission or psychiatric hospitalization. Additionally, it is our mutual goal to reduce the level of risk for those individuals who choose not to be linked to behavioral health care.

The purpose of the enhanced follow-up services is to help and support these individuals during a time in which their suicide risk may be heightened. Centerstone will provide follow-up services for [FACILITY] referrals. Each member of the enhanced follow-up team is trained in crisis assessment and suicide intervention.

2.0 TARGET POPULATION

The target population for this project is persons discharged from the Emergency Department who meet the following criteria:

- Have been assessed as having some level of suicidal risk at discharge from the ED, but at a risk level that has not justified medical hospitalization or psychiatric placement.
- 10-65 years of age.
- Have received an outpatient treatment referral or has an active relationship with an outpatient treatment provider.
- Have agreed to receive follow-up services post discharge through the completion of their first or next appointment with a treatment provider.
- For those that initially refuse mental health or community referrals, have agreed to receive follow-up services post discharge in an effort to provide support and promote engagement in services.

The intended outcomes of this project are to: (1) connect referrals to mental health services (2) promote maintenance in mental health services as applicable (3) to minimize the level of risk for individuals who refuse mental health treatment (4) reduce recidivism (5) prevent suicide (6) increase use of standardized suicide risk screening (7) increase use of standardized suicide prevention training.

3.0 STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

This MOU between [FACILITY] and Centerstone is the result of two SAMHSA funded grants aimed as establishing suicide safer care in the community.

Individuals with a history of suicide or deliberate self-harm are at an increased risk of future suicide regardless of their age. Many studies indicate that suicide risk is particularly high within 90 days of discharge from psychiatric inpatient care or emergency room settings.

Crisis Center follow-up services provide a unique and accessible resource to the community to individuals at-risk of suicide. As services are individualized to the needs of the client, follow-up staff are trained in suicide risk assessment and crisis intervention, thoroughly evaluating suicidal ideation, providing support and guidance, offering referral information, development of and monitoring a robust crisis management plan, along with ongoing means restriction education for the client and family. Additionally, follow-up services have proven to reduce suicidal ideation, decrease feelings of burdensomeness and improve feelings of connectedness.

4.0 CENTERSTONE SHALL:

Upon receipt of a **signed consent** (attached hereto as ATTACHMENT A), **Centerstone Release of Information Forms** (attached hereto as ATTACHMENT B) and [FACILITY] crisis management plan, individuals who agree to receive follow up services from Centerstone following their discharge, Centerstone shall:

1. Initiate a follow up call with the client or guardian within 24 hours of discharge.
2. Reassess the person's risk for suicide by completing a standardized risk assessment form. (Columbia Suicide Severity Rating Scale- CSSRS)
3. Review crisis management plan and make revisions as needed with the client or guardian.
4. Insure that follow-up calls will be completed by designated individuals and will insure that the agency has appropriate back up coverage as necessary.
5. Within 24 hours of referral, a follow-up contact will occur to review plan for continued services, assess safety, review crisis management plan, provide means restriction education and provide referrals as necessary.
6. Provide support weekly (at a minimum) until such time as:
 - a) The individual withdraws consent or requests to be disenrolled from the program.
 - b) The follow-up clinician is unable to reach the client and has made a minimum of three attempts.
7. For all scheduled calls, agency will utilize the following protocol:

For clients who have agreed to enter treatment and consent for enrollment in the enhanced follow-up program, Centerstone shall:

- a) Reassess the current level of risk and initiate mobile crisis or 911 services as appropriate.
- b) Review the safety plan.
- c) Determine if/when the client has been able to obtain an appointment with a mental health treatment provider.
- d) Provide alternative referrals as necessary.
- e) Provide follow-up support as clinically appropriate.

- f) Document all contacts.

For clients who have not agreed to enter into treatment but have consented to follow up, Centerstone shall:

- a) Reassess the current level of risk and initiate mobile crisis or 911 services as appropriate.
- b) Review the safety plan.
- c) Provide follow-up support as clinically appropriate.
- d) Document all contacts.

For clients who cannot be reached by phone upon follow up, Centerstone shall:

- a) Make three attempts to establish contact.
- b) Send a letter to the client if a known address is available.
- c) Document all efforts.

- 8. Face-to-face follow-up services will be provided based on random selection process.

5.0 [FACILITY] AGREES TO:

- 1) Identify patients in the Emergency Department who, at initial presentation or during the assessment, have expressed suicidal ideation, but whose level of risk at the time of discharge does not justify medical or psychiatric hospitalization.
- 2) For patients who meet the criteria of 5.0 (1), [FACILITY] agrees to make efforts to inform patients of the availability of the follow up program through Centerstone.
- 3) Patients who express an interest in the program will be provided with a copy of the consent form. Patients will be asked to review the consent form thoroughly and [FACILITY] will attempt to answer any questions the patients may have.
- 4) Patients will be assisted in completion of applicable releases of information.
- 5) Review confidentiality of the information to be shared.
- 6) Fax or email a copy of the signed consent and release forms to Centerstone's Follow-up Team.
- 7) Provide all patients with a copy of the consent form, program description, client rights document and contact information for Centerstone's Follow-up Team.
- 8) Participate in quarterly grant partner conference calls with the grant project director, clinical coordinator and team coordinator.
- 9) Submit monthly impact data, as available, to grant program coordinator including:
 - a. Number of individuals screened
 - b. Number of policy changes related to suicide prevention efforts.

6.0 IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. Modifications within the scope of the 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.
2. There will no reimbursement or exchange of funds related to this agreement between [FACILITY] or Centerstone.
3. This instrument in no way restricts [FACILITY] or Centerstone from participating in similar activities with other public or private agencies, organizations, and individuals.
4. Neither party assumes any liability by virtue of this MOU for any debts or obligations of either a financial or legal nature incurred by the other party to this MOU.
5. Any of the parties, in writing, may terminate the instrument in whole or in part with 30-day notification to the other party in this agreement. 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.
6. It is the intent of the parties that no compensation or reimbursement of any kind whatsoever shall be paid or received under this MOU for the referral of Medicare, Medicaid or any other patients by any party.
7. [FACILITY] and Centerstone each warrants and represents that it is licensed by the State of Tennessee and that it has and will maintain any licenses, certifications, registrations, permits or similar documents required to provide services to patient and clients.
8. This MOU shall be subject to and governed by the laws of the State of Tennessee.
9. Neither party to this MOU shall discriminate because of race, color, religion, sex, age, national origin, known handicap or status as a Vietnam era veteran or disabled veteran, and as further defined and prohibited by applicable Federal and State government laws, in any facet of its operation. The parties further agree to comply with the provisions of the Americans with Disabilities Act.
10. It is expressly acknowledged by the parties hereto that [FACILITY] nor Centerstone are independent contractors. Nothing in this MOU is intended to or shall be construed to create an employer/employee relationship. None of the provisions in this MOU are intended to create nor shall they be deemed or construed to create any relationship between the parties, specifically meaning that the neither of the parties hereto, nor any of their respective officers, directors/trustees, or employees, shall act as or be construed to be the agent, employee or representative of the other. None of the provisions in this MOU

are intended to create nor shall they be deemed or construed to create any right or remedy in any third party, included, but not limited to, any client or patient.

7.0 INDEMNIFICATION

Centerstone hereby agrees to indemnify, defend, and hold harmless [FACILITY] , physicians and other staff working at [FACILITY] 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 Centerstone or its employees, acting or purporting to act within the scope of their duties under the terms of this MOU. [FACILITY] hereby agrees to indemnify, defend, and hold harmless Centerstone from and against any and all claims, judgments, costs, liabilities, damages, and expenses, including reasonable attorney's fees, directly arising from the negligent provision of services, intentional misconduct or other wrongful acts by [FACILITY] 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.

8.0 SUCCESSORS IN INTEREST

The terms, covenants and conditions of this MOU shall extend to and shall be binding upon the respective successors, assigns, personal representative, administrators, executors and heirs of the parties. Nothing herein shall be construed to create in any party a right to assign this MOU.

9.0 SEVERABILITY

If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provision so this MOU shall remain in full force and effect and shall in no way be affected, impaired, or otherwise invalidated.

10.0 INSURANCE COVERAGE

[FACILITY] and Centerstone shall each maintain professional liability insurance coverage and premises liability coverage applicable to the services of their respective organizations, and their employees or independent contractors as required herein, and the presence of individuals on their premises related hereto. Said insurance coverage shall include limits of liability for any claim of no less than one million dollars as to each policy. Each party shall notify the other if at any time its professional liability insurance coverage or premises liability insurance coverage is reduced below this level.

11.0 ENTIRE AGREEMENT

The parties hereto acknowledge that there are no covenants, representations, warranties, agreements, or conditions, either express or implied, which in any way affect, form a part of, or relate to this MOU except those expressly set forth herein. The parties hereto expressly agree and represent that this MOU constitutes the entire agreement between them.

12.0 PRINCIPAL CONTACTS. The principal contacts for this instrument are:

Centerstone of Tennessee	[FACILITY]
Name:	Name:
Address:	Address:
Phone:	Phone:
FAX:	FAX:
E-Mail:	E-Mail:

Centerstone of Tennessee Administrative Contact	[FACILITY] Administrative Contact
Name:	Name:
Phone:	Phone:
FAX:	FAX:

All notices, requests, consents or other communication given by any party hereto shall be in writing and shall be deemed duly given if personally delivered or mailed by registered or certified mail, return receipt requested, postage pre-paid, to the other party at its address set forth above or at such other address as such other party may hereafter designate in the manner herein provided.

13. Other.

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 payors, 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, sex, religion, color, national or ethnic origin,

age, disability, or military service in administration of its policies, programs, employment, services or activities.

Record Retention - To the extent applicable, the parties agree to maintain records relative to services performed under this agreement in sufficient detail to provide for verification by Medicare or other payors. If required, the parties agree to comply with the access to books, documents and records of subcontractors provisions of Section 952 of the Omnibus Reconciliation Act of 1980 (P.L. 96-499), and 42 C.F.R., Part 420, Subpart (D), Section 420,300, et seq. In accordance with these provisions, the parties will, upon proper written request made in conformance with 42 C.F.R. 420.304, allow the Comptroller General of the United States, the Secretary of Health and Human Services, and their duly authorized representatives access to this Agreement and to the parties books, documents and records (as defined in 42 C.F. R., Part 4240, as amended), which shall be deemed by the parties to supersede this provision and be made a part of this Agreement by reference.

Certification of Eligibility- Each party represents and warrants to the other party that: i) the representing party is not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320 a-7b(f) (the “Federal health care programs”); ii) the representing party has not been convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs, and iii) the representing party is not under investigation or otherwise aware of any circumstances which may result in the representing party being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of the agreement and each party shall immediately notify the other party of any change in the status of the representation and warranty set forth in this section (including any threatened, proposed or actual exclusion of such party or any similar action against any of its employees or contractors). In the event a party (or any of its employees or contractors) becomes excluded, debarred, or otherwise ineligible to participate in the Federal health care programs, that party shall be considered in default of the agreement, and the other party may immediately terminate this Agreement for cause and without penalty (including liquidated damages, if any).

Conflict of Interest – [FACILITY] is a 501(c) (3) charitable organization which must engage primarily in activities that accomplish one or more of its tax exempt purposes in order to retain its tax exempt status. To this end, each party certifies that 1) 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 2) it has no knowledge of any real or apparent conflict of interest which will/may result from performance under this Agreement.

Certification of Competency of Personnel. The parties acknowledge that all personnel of Centerstone providing care and/or treatment on patients of [FACILITY] must have the appropriate licensure, certification, registration, training and competency necessary to provide the care and/or treatment and, further, shall comply with all Joint Commission standards. To this end, upon request, Centerstone will provide to [FACILITY] within 24hrs of request, appropriate evidence of licensure, certification, registration, training and competency such that [FACILITY] can verify same. The obligations imposed upon the parties hereto pursuant to this paragraph shall be ongoing, for the entire contract term. Centerstone shall immediately notify [FACILITY] of any change in licensure, certification, registration, training or competency of its personnel providing care to [FACILITY] patients.

Confidentiality of Proprietary Information. Centerstone agrees to hold in strict confidence and in a fiduciary capacity for the benefit of [FACILITY] all Proprietary and/or Confidential Information of [FACILITY] obtained during the term of this agreement and for three (3) years after the termination of this Agreement for any reason. For the term of this Agreement and for three (3) years thereafter, Centerstone shall not use such Proprietary and/or Confidential Information or disclose the same to others, except to the extent that such Proprietary and/or Confidential Information is 1) published, 2) is a matter of public record, 3) is required to be disclosed to governmental or health care agencies, or 4) is otherwise expressly authorized in writing by [FACILITY] to be disclosed.

- Definition of "Proprietary Information". The term "Proprietary Information" of [FACILITY] shall mean [FACILITY] information, without regard to form, including, but not limited to, procedures, information relating to [FACILITY] business plans, litigation, marketing techniques, financial statements and projections, patient lists, distributor lists, price lists, training manuals, contracts, agreements, specialized computer software, billing information, personnel information and other information concerning the financial affairs, future plans and management of [FACILITY], which is not commonly known by or available to the public and which information: (1) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
- Definition of "Confidential Information". The term "Confidential Information" of [FACILITY] shall mean all information regarding

[FACILITY] , its activities, its business or its patients or employees that is not generally known to persons not employed by such party but that does not rise to the level of "Proprietary Information" and that is not generally disclosed by [FACILITY] to persons not employed by [FACILITY] This definition shall not limit any definition of "confidential information" or any equivalent term under state or federal law.

Confidentiality of Patient Information. Centerstone understands and agrees that it will keep all information concerning [FACILITY] patients ("Patient Information") strictly confidential and will abide by all applicable state, federal and local laws, rules and regulations concerning the confidentiality of patient information. Centerstone further acknowledges and agrees to execute amendments to this Agreement as may be required by law or regulation, including, but not limited to the HIPAA regulations (45 CFR 160 et seq.). Accordingly, Centerstone agrees that it will (i) not use or further disclose Patient Information other than as permitted or required by this Agreement or as required by law, (ii) use appropriate safeguards to prevent use or disclosure of Patient Information other than as provided for by this Agreement, (iii) report any use or disclosure of Patient Information not provided for by this Agreement of which it becomes aware, (iv) ensure Centerstone's agents and subcontractors agree to these same provisions, (v) make Patient Information available to the individual who is the subject of the Patient Information upon her or his request, (vi) incorporate any amendments as legislatively required, (vii) provide an accounting of disclosures made upon an individual's request, and (viii) make its internal practices, books and records relating to the use and disclosure of Patient Information available to the Secretary of Health and Human Services as required by HIPAA. Further, Centerstone acknowledges and agrees that a breach of this Section may result in the termination of this Agreement.

By

[FACILITY]

Date

Centerstone of Tennessee

Date