

CARE COORDINATION AGREEMENT  
BETWEEN  
The Harris Center for Mental Health & IDD  
AND  
Michael E. DeBakey VA Medical Center

This Care Coordination Agreement (the Agreement) serves to confirm the mutual understandings of The Harris Center for Mental Health and IDD (The Harris Center) and Michael E. DeBakey VA Medical Center a referral partner for those individuals who receive community-based mental health and/or substance use disorder services from The Harris Center, 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. Referral Activities

1. The Harris Center 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).
2. Michael E. DeBakey VA Medical Center agrees to make and/or accept referrals to/from The Harris Center subject to the restrictions of the federal rules and laws governing VA in order to assist individuals in accessing needed services and resources to facilitate. If accepting referral, Michael E. DeBakey VA Medical Center agrees to notify The Harris Center if at any time it becomes unable to accept new referrals. The Harris Center agrees to notify Michael E. DeBakey VA Medical Center of the same.

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. The Harris Center agrees to provide initial screening, intake, and, as capacity permits, appropriate treatment to clients referred to The Harris Center 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 referral to Michael E. DeBakey VA Medical Center for services, as determined in the sole discretion of The Harris Center consistent with requirements of privacy, confidentiality, and consumer preference and need, The Harris Center will assist clients and/or their families to obtain an appointment with Michael E. DeBakey VA Medical Center. The Harris Center will confirm with Michael E. DeBakey VA Medical Center that the appointment was kept, consistent with the Referral and Communication Protocol described below in Section II.S.
4. The Harris Center will ensure that clients' 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. The Harris Center will make reasonable efforts to obtain necessary consent for release of information from clients of The Harris Center.

5. The Harris Center and Michael E. DeBakey VA Medical Center agree to coordinate care for individuals served, making/accepting timely referrals, incorporating consumer preferences and needs for care, allowing The Harris Center and Michael E. DeBakey VA Medical Center to track clients and the services they receive, coordinating the transfer of medical records for services, coordinating The Harris Center's active follow-up and other activities necessary for effective management of care transitions.
6. The Harris Center will make and document reasonable attempts to screen all clients who are referred for outpatient services within 24 hours and to schedule intake for individuals in need within 10 business days. The Harris Center will make all reasonable efforts respond to requests for mental health crisis within 1 hour of request. For all The Harris Center clients who present as a potential suicide risk, The Harris Center will provide crisis intervention services, emphasizing smooth transitions to and from emergency department care or psychiatric hospitalization, as indicated. The Harris Center 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. The Harris Center and Michael E. DeBakey VA Medical Center agree that, to the extent that clients receive care from either Party pursuant to this Agreement, such individuals are considered clients 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, clients, observing the Party's customary billing, collection, and discount/charity care policies.

### III. Lack of Financial Responsibility

Nothing in this MOU shall be deemed to be a commitment or obligation for future payment of money from any of the Parties. This MOU does not prohibit a Party from obligating funds for or designating employees to assist with the delivery of services.

### IV. Amendments

The MOU may not be modified, altered, or amended except by written agreement by both parties.

### V. Nondiscrimination

Each party to this MOU agrees that no person on the basis of race, color, national origin, religion, sex, age, handicap or political preference will be excluded from services be denied benefits of or be subject to discrimination in connection with the services provided hereunder.

### VI. No Implied Authority

Any authority delegated by one Party to another Party is limited to the terms of this MOU. No Party shall rely upon implied authority or any authority not specifically

delegated under this Memorandum of Understanding to create, amend, or disregard any Party's programs or policies.

#### VII. Ownership of Records

All records created by The Harris Center during the performance of this MOU including clinical records of people evaluated at The Harris Center facilities, shall remain the property of The Harris Center. All records created by Michael E. DeBakey VA Medical Center during the performance of this MOU shall remain the property of Michael E. DeBakey VA Medical Center.

#### VIII. Assurance of Patient and Clinician Choice

1. The Harris Center and Michael E. DeBakey VA Medical Center acknowledge and agree that all health and health-related professionals employed by or under contract with either The Harris Center or Michael E. DeBakey VA Medical Center 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 clients to any and all providers who best meet the medical needs of such clients.
2. The Harris Center and Michael E. DeBakey VA Medical Center acknowledge that all clients have the freedom to choose (and/or request referral to) any provider of services, and the parties will advise clients of such right, subject to any valid restriction(s) imposed by participation in a managed care plan.
3. The Harris Center and Michael E. DeBakey VA Medical Center 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. The Harris Center and Michael E. DeBakey VA Medical Center 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. The Harris Center and Michael E. DeBakey VA Medical Center retain the authority to contract or affiliate with, or otherwise obtain services from, other parties, on either a limited or a general basis.

#### IX. Term and Termination

1. The term of this Agreement shall commence on \_\_\_\_\_, and continue until \_\_\_\_\_ unless terminated at an earlier date in accordance with Section V. This Agreement will automatically renew for additional one (1) year term 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.
2. This Agreement may be terminated, in whole or in part, at any time upon the mutual

agreement of The Harris Center and Michael E. DeBakey VA Medical Center with ninety (90) days prior written notice to the other Party.

4. This Agreement may be terminated for cause upon written notice by either The Harris Center or Michael E. DeBakey VA Medical Center. "Cause" shall include, but is not limited to when the life, health, welfare, or safety of individuals served, or its employees is endangered or could be endangered either directly or through the Parties willful or negligent discharge of its duties under this Agreement.

X. Privacy and Confidentiality of Consumer Information

1. The Harris Center and Michael E. DeBakey VA Medical Center 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. 104191, 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 clients' consent for disclosure of their health information, in accordance with state and federal law and regulations. Each Party shall follow clients' preferences for shared protected health information, consistent with the philosophy of person and family-related consent.
3. This Section X shall survive termination of this Agreement.

Michael E. DeBakey VA Medical Center

TheHarris Center for Mental Health & IDD

\_\_\_\_\_  
DATE \_

Francisco Vasquez  
Director, Michael E. DeBakey VA Medical  
Center  
2002 Holcombe Blvd.  
Houston, Texas 77030

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DATE

Wayne Young, MBA  
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