

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”) is made and entered into as of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ (“Health Home”) and \_\_\_\_\_ (“PCP”).

### Recitals

- A. Primary Care Physician, [NAME OF PROVIDER] is located at \_\_\_\_\_ and is contracted with the Oklahoma Health Care Authority as a SoonerCare Choice (Patient Centered Medical Home) provider.
- B. Health Home [NAME OF PROVIDER] is a qualified provider of Health Home Services 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 is contracted with ODMHSAS as a Health Home provider.
- H. Health Home standards require Health Homes to establish a memorandum of understanding with PCP when the SoonerCare member wishes to retain their existing PCP to be the physician team member of their Health Home.
- I. Health Home and PCMH 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. **Collaborative Care Management.** For members enrolled in a Health Home, the Health Home will be the lead provider for all care coordination and care management services. To facilitate collaboration, both the Health Home and the PCP will be provided with the necessary data from the Oklahoma Health Care Authority.

**(a) The Primary Care Physician agrees to:**

- (i) Follow the principles of the Patient Centered Medical Home as outlined in PCPs SoonerCare Choice Agreement.
- (ii) Engage in team meetings with the Health Home and collaborate with the Health Home in the development of an integrated care plan and provide care in accordance therewith.
- (iii) Manage the member's medical problems to the extent of the PCPs scope of practice, abilities and skills and in accordance with the integrated care plan and facilitate referrals to medical specialty care when needed.
- (iv) Confer with Health Home before referring to secondary/tertiary medical specialists and obtain prior authorization when needed.
- (v) Send timely reports to Health Home to include addendums to the care plan, follow-up and results of diagnostic studies or therapeutic interventions from PCP or specialty providers to which PCP has referred the member for care.
- (vi) Notifies Health Home of major interventions, emergency care or hospitalizations.

(vii) Provides useful and necessary education/guidelines/protocols to Health Home, as needed.

(b) **The Health Home agrees to:**

- (i) Provide intensive care coordination for Health Home members with serious mental illness and serious emotional disturbance, including but not limited to:
  - (A) Comprehensive Care Management;
  - (B) Health Promotion
  - (C) Comprehensive Transitional Care
  - (D) Individual and Family Support Services
  - (E) Referral to Community and Social Support Services
- (ii) Timely review information sent by PCP and address PCP and member concerns.
- (iii) Send timely reports to PCP to include addendums to the care plan, follow-up and results of tests or therapeutic interventions from Health Home providers or specialty psychiatric providers to which Health Home has referred the member for care.
- (iv) Notify the PCP of any inpatient admission and discharge (medical or psychiatric) within 48 hours of the event. The method of notification will be in a form mutually agreed upon by PCP and HH.

4. **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.

5. **Parties' Relationship.** PCP 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.

6. **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.

7. **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 PCP: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

And to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
("Health Home")  
  
By: \_\_\_\_\_  
  
Name: \_\_\_\_\_  
  
Title: \_\_\_\_\_

\_\_\_\_\_  
("PCP")  
  
By: \_\_\_\_\_  
  
Name: \_\_\_\_\_  
  
Title: \_\_\_\_\_

**EXHIBIT A**

**Designated Representatives**

**Designated Representative for PCP**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Emergency**

**Telephone:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Designated Representative for Health Home**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Emergency**

**Telephone:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_