



**MODEL AGREEMENT  
BETWEEN  
PRIMARY CARE AGENCY  
AND  
THE MENTAL HEALTH AGENCY**

PRIMARY CARE AGENCY and MENTAL HEALTH AGENCY intend by this agreement to set forth the mutual goals, objectives, and scope of the integrated health project. The parties agree as follows:

**I. DEFINITIONS**

BI-DIRECTIONAL INTEGRATION: The placement of mental health services in a primary care or medical setting AND the placement of medical services in a mental health setting with intention of moving to full integration of care including, but not limited to; the integration of data, funding, medical and behavioral health services, health service plans.

HEALTHCARE: the provision of mental health, substance abuse, primary care and specialty care in the treatment of individuals

MEDICAL HOME: (Taken from the American Academy of Family Physicians), a place where a consumer receives (1) Physician directed medical practice (team care that collectively takes responsibility for the ongoing care of patients) (2) a whole person orientation (3) care that is coordinated and/or integrated (4) quality and safety (including evidence based care, use of information technology and performance measurement/quality improvement) (5) enhanced access to care and a (6) payment structure that reflects these characteristics beyond the current encounter-based reimbursement mechanisms

PRIMARY CARE AGENCY: The primary care provider organization

MENTAL HEALTH AGENCY: The Community Mental Health Services Provider

SERIOUS AND PERSISTENTLY MENTALLY ILL (SPMI): State term for Medicaid and indigent recipients who meet established criteria that entitles them to public mental health services.

**II. MUTUAL GOALS AND OBJECTIVES**

1. Identify shared consumers and/or individuals with the potential to be shared consumers of both the Primary Care and mental health services
2. Improve the overall health of shared consumers involved in the project.
3. Enhance PRIMARY CARE AGENCY service capacity by having on-site substance abuse and mental health screening and regular ongoing therapy services located at the primary clinic.

4. Enhance MENTAL HEALTH AGENCY service capacity by having on-site primary care services located at the mental health agency.

### **III. IDENTIFIED PARTNERS**

Identified partners in this project include the following:

- MENTAL HEALTH AGENCY, providing staff, authorization, and cooperating in a program oversight arrangement, and collaborating in integrated health care delivery;
- PRIMARY CARE AGENCY, a primary healthcare provider for vulnerable citizens, providing medical staff, cooperating in a program oversight arrangement, and collaborating in integrated health care delivery.

### **IV. TARGET POPULATION**

The target population will be existing, shared consumers and/or individuals of the PRIMARY CARE AGENCY with the potential to be consumers of mental health services and/or MENTAL HEALTH AGENCY consumers needing primary care services

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

1. Demonstration of an effective behavioral health/medical health integrated delivery model as evidenced by:
  - Improved health care for the mutual consumer/patient as a result of one integrated team communicating regularly about patient care, and creating a medical home at the agency of the consumer/patient's choice;
  - Enhanced services for vulnerable populations;
  - Expansion of on-site services for vulnerable populations.
  - Collection of the indicators identified in Attachment A.
2. A blueprint for integrated treatment in Michigan.
  - Expansion of integrated healthcare services through the sharing of information and outcomes, best practices, etc. with the greater provider and educational communities.
  - Contribute to the development of a blueprint for integrated treatment model
3. Specific clinical outcomes to be determined, but may include:
  - Increased ability by primary care staff to screen for, and identify patients in need of mental/behavioral health and substance abuse disorders in a primary health care setting;
  - Increased ability by mental health staff to screen for, and identify patients in need of primary care services in a mental health care setting;
  - Increased ability by primary care staff to manage mental health and substance abuse disorders in a primary health care setting;

- Increased ability by mental health staff to manage common primary care issues in a mental health setting;
- Prevention of medical and psychiatric deterioration via early identification and direct, on-site treatment of at-risk consumers and families;
- Improved health by increasing medication adherence via psychosocial interventions;
- Reduction in poverty-related destabilizing events, such as eviction prevention.

#### 4. Agreement indicators

- The identification of common consumers/patients and the inclusion of those individuals in the program to develop an on-going collaboration between PRIMARY CARE AGENCY and MENTAL HEALTH AGENCY to provide their shared patients with a medical home.
- Retention of team of trained staff by both PRIMARY CARE AGENCY and MENTAL HEALTH AGENCY.
- Development of mutually agreed upon leadership and responsibilities.
- Development and implementation of agreed upon policies, processes and procedures.
- Improved outcomes, as evidenced by the tracking of clinical measures.

Review: A regular program review by all stakeholders shall occur at least quarterly regarding the progress of the project.

## **VI. FINANCING PLAN**

Funding: PRIMARY CARE AGENCY and MENTAL HEALTH AGENCY will work collaboratively with the goal that the project will be sustainable over time.

Staffing: PRIMARY CARE AGENCY and MENTAL HEALTH AGENCY shall provide, contract, or arrange for such as is appropriate to meet the needs of the anticipated patient population.

Billing: PRIMARY CARE AGENCY and MENTAL HEALTH AGENCY shall agree upon and implement a system of billing and collection for services.

Reporting: PRIMARY CARE AGENCY and MENTAL HEALTH AGENCY will, at least quarterly, prepare joint reports, which will be shared with the greater provider and educational community, to contribute to the general knowledge of effective models of integrated care.

## **VII. POLICIES AND PROCEDURES**

PRIMARY CARE AGENCY and MENTAL HEALTH AGENCY agrees to follow those polices, procedures, and administrative directives or other documents as mutually agreed upon and established for the program.

During the term of this Agreement, MENTAL HEALTH AGENCY shall advise PRIMARY CARE AGENCY of any applicable modifications to the Mental Health Code or any changes in the MENTAL HEALTH AGENCY Policies and Procedures or the MDCH Administrative Rules promulgated according to the State of Michigan which have a bearing on this Agreement or PRIMARY CARE AGENCY. Conversely, during the term of this Agreement, PRIMARY CARE AGENCY shall advise MENTAL HEALTH AGENCY of any applicable modifications to the Public Health Code, or any changes in the PRIMARY CARE AGENCY Policies and Procedures or the HHS Health Resources and Services Administration (HRSA) or Centers for Medicare and Medicaid Services (CMS) Rules promulgated according to the State of Michigan or the United States Government which have a bearing on this Agreement or MENTAL HEALTH AGENCY. PRIMARY CARE AGENCY and MENTAL HEALTH AGENCY shall expressly acknowledge receipt of any such changes received from the other.

### **VIII. HIPAA COMPLIANCE AND CONFIDENTIALITY**

HIPAA Compliance: PRIMARY CARE AGENCY and MENTAL HEALTH AGENCY shall be in compliance with all applicable aspects of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Administrative Simplification Section, Title II, Subtitle F, regarding standards for privacy and security of PHI (protected health information) as outlined in the Act. Furthermore, PRIMARY CARE AGENCY and MENTAL HEALTH AGENCY shall be in compliance with the Health Information Technology for Economic and Clinical Health Act (HITECH Act 2009), including its enhanced privacy and security rules, including electronic protected health information (ePHI).

Business Associates Requirement. As business associates the parties agree to appropriately safeguard any protected health information received from, or created or received by the parties.

A. Appropriate Uses and Disclosures of PHI. Agencies may use or disclosure such information:

- for the proper management and administration of its business;
- for purposes of treatment, payment (if allowed by law), or healthcare operations;
- for the purpose of providing data aggregation services relating to the health care operations of the partnership (“data aggregation” means combining protected health information created or received by the provider to permit data analyses that relate to the health care operations of a covered entity);
- for purposes of providing data aggregation services for the purpose of contributing to public studies to improve the quality of care, or
- for purposes set forth in agreed up policies or required by law.

Neither agency will use or further disclose the information other than as permitted or required by this Agreement, or as required by law. Any other use or disclosure of protected health information must be made pursuant to a properly executed Release of Information.

B. Subcontractors. The agencies will ensure that any agents, including any subcontractors, to whom it provides protected health information, including received from, or created or received

by agrees to the same restrictions and conditions that apply to with respect to such information.

C. Consumer Requests to Review Record. Since MENTAL HEALTH AGENCY is the holder of a mental health record for public mental health consumers, MENTAL HEALTH AGENCY will respond to any consumer request to review such records. PRIMARY CARE AGENCY should notify MENTAL HEALTH AGENCY immediately of the receipt of any such request.

Conversely, since PRIMARY CARE AGENCY is the holder of a medical health record inclusive of primary care mental health record entries for health consumers for treatment of the whole patient, PRIMARY CARE AGENCY will respond to any consumer request to review such records. MENTAL HEALTH AGENCY should notify PRIMARY CARE AGENCY immediately of the receipt of any such request.

D. Cooperation with the Secretary of Health and Human Services. PRIMARY CARE AGENCY and MENTAL HEALTH AGENCY will make its internal practices, books, and records relating to the use and disclosures of protected health information received from, or created or received by PRIMARY CARE AGENCY on behalf of MENTAL HEALTH AGENCY, or conversely by MENTAL HEALTH AGENCY on behalf of PRIMARY CARE AGENCY, available to the Secretary of Health and Human Services, or its designee, for the purpose of determining either agencies' compliance with the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (HITECH Act 2009), including its enhanced privacy and security rules, including electronic protected health information (ePHI).

E. Breaches of Confidentiality. If either party to this agreement becomes aware of a material breach or any violation of its obligation to protect the confidentiality and security of consumers' protected health information, PRIMARY CARE AGENCY must immediately take reasonable steps to cure the breach or end the violation, and must report the breach or violation to the MENTAL HEALTH AGENCY Privacy Officer. The alleged breach or violation will be investigated and an appropriate sanction issued. MENTAL HEALTH AGENCY reserves the right to terminate this Agreement if it determines that the PRIMARY CARE AGENCY has violated a material term of the Agreement.

F. Additional Confidentiality Requirements: PRIMARY CARE AGENCY and MENTAL HEALTH AGENCY acknowledge that consumers of public mental health services are entitled to additional confidentiality protections awarded under the State of Michigan Mental Health Code, which may supercede the confidentiality protections provided by HIPAA, or the Health Information Technology for Economic and Clinical Health Act (HITECH Act 2009), including its enhanced privacy and security rules, including electronic protected health information (ePHI).

Furthermore, consumers of substance abuse treatment services are entitled to additional confidentiality protections awarded under 42 CFR, Part 2, which may supercede the confidentiality protections provided by HIPAA or the Health Information Technology for Economic and Clinical Health Act (HITECH Act 2009), including its enhanced privacy and security rules, including electronic protected health information (ePHI). When serving public mental

health consumers or when providing substance abuse treatment services at its site, PRIMARY CARE AGENCY and MENTAL HEALTH AGENCY do mutually agree to comply with the confidentiality requirements of these and any other applicable state or federal laws, rules, or regulations.

## **IX. STAFF SUPERVISION**

PRIMARY CARE AGENCY and MENTAL HEALTH AGENCY will develop an agreed upon plan and approved structure of oversight and supervision of staff working on the project.

## **X. NOTICE**

Any notice substantially affecting the terms or conditions of this Agreement shall be directed to:

PRIMARY CARE AGENCY:                      Executive Director or CEO  
Insert Address

MENTAL HEALTH AGENCY:                      Executive Director or CEO  
Insert Address

## **XI. INDEMNIFICATION**

To the extent allowed by Michigan law, 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 granted to either AGENCY and/or any representative of either AGENCY as provided in statute or court decisions.

### **XI.5 LIABILITY**

PRIMARY CARE AGENCY and MENTAL HEALTH AGENCY shall develop and implement a plan of professional and general liability protection that is most efficacious for the agreed upon model of coverage. In those circumstances where federal tort or other special liability protection is available, both parties will explore the most efficacious and cost effective model of coverage.

## **XII. TERMINATION**

Termination Without Cause. Either party may terminate this agreement by giving ninety (90) days written notice to the other party.

Termination Effective Immediately Upon Delivery of Notice. The above notwithstanding, either party may immediately terminate this agreement if upon reasonable investigation it concludes:

1. That the other party's Board of Directors, Director/CEO, or other officer or employee has engaged in malfeasance;
2. That the other party lost its state licensing (if applicable);
3. That the other party lost its eligibility to receive federal funds;
4. That the other party cannot maintain fiscal solvency.

**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.

MENTAL HEALTH AGENCY

PRIMARY CARE AGENCY

\_\_\_\_\_  
Date  
Executive Director

\_\_\_\_\_  
Date  
Executive Director