



# TOOLKIT FOR MEMORANDUMS OF UNDERSTANDING

FLORIDA CERTIFICATION BOARD

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## DISCLAIMER

The information contained in this publication is for general guidance and should not be considered legal in nature or required language for the creation of Memorandums of Understanding [MOU]. In all cases, readers should use their own discretion or seek advice from professional advisors familiar with their actual partnership venture before constructing an MOU.



# BACKGROUND AND PURPOSE

Coordination of services is critical for individuals with serious mental health, substance use and physical health conditions. To overcome obstacles to care, it is important for service providers to create clinically effective linkages among mental health, substance use, general health care, and other human service agencies. Complementary, multidimensional actions are also needed to promote linkages between ancillary, natural and other recovery support services to yield long-term improvement in behavioral health outcomes.

Achievement of these actions requires structures and processes that enable, support, and promote the coordination of care<sup>1</sup>. This toolkit offers a structure for one type of partnership agreement – a **Memorandum of Understanding** – to foster strategic collaborations in health and human services. It provides general guidelines for developing partnerships among a variety of agencies involved with or impacted by behavioral health issues, including health care, law enforcement, corrections, child welfare, schools, and others. To improve services and outcomes, it is important for these community organizations to collaborate, develop cross-system partnerships and/or integrate services when possible.

Memorandums of Understanding [MOUs] can assist in developing partnership relationships to enhance the quality and availability of behavioral health services in



a community. These efforts often focus on increasing accessibility, efficiency, transparency, and continuity of services to overcome barriers and eliminate disparities. An MOU can establish partnerships that help safeguard against acute crises by providing community education, prevention, early intervention, and continuity of care.

**This toolkit provides a framework for the development of an MOU. It offers general information, questions to consider, and examples that can be used when developing a Memorandum of Understanding. This document does not cover all possible scenarios and is intended to be used for informational purposes only. Sample language herein is not required by the State of Florida.**

**Please review all MOU documents with your risk management, legal, and any other advisors as appropriate before signing to: ensure compliance with relevant local, state and federal laws; and, ensure the MOU has the appropriate structure for the level of partnership agreement desired.**

# TOOLKIT FOR MEMORANDUMS OF UNDERSTANDING

A Memorandum of Understanding is a written agreement between two or more partners that defines how they will work towards a shared outcome or objective. It encompasses practical considerations such as the vision and purpose of the collaboration, staffing, procedural terms, and confidentiality requirements. An MOU is more formal than a verbal or “hand-shake” agreement but usually lacks the binding power of a contract. It usually does not create duties or legally enforceable liabilities or obligations for any partner.

An organization should determine at the outset whether it wants to enter into an enforceable agreement with another party or just a mutual set of understandings where neither party is legally responsible for complying with the terms. Organizations should use care in drafting an MOU if they don’t want it to be legally binding. An MOU can turn into a contract by virtue of the words used regardless of what the document is called.<sup>2</sup> It is for this reason that this document has periodically noted that organizations may want to seek legal or other professional advice to exercise reasonable care in the MOU process and product.

## TOOLKIT LAYOUT

This toolkit is structured to assist with the sequential development of a Memorandum of Understanding. Each section contains one or more of the following elements:

1. An explanation of the relevance of the section to an MOU.
2. Key questions to provoke thought about what to consider for the MOU.
3. A text template to illustrate how that section might appear in an MOU.
4. Sample text based on the toolkit partnership scenario.

It is important to note that the sections used for MOUs vary. Sections presented in this document can be used or excluded dependent upon the needs of the organization.

## SAMPLE MOU CASE SCENARIO

Throughout this toolkit the following generic case scenario will be used to demonstrate how sections of an MOU correspond to a negotiated venture between a community-based agency and a hospital.

Anytown is a city in which the local emergency department is being overwhelmed with persons seeking services for behavioral health issues. Although there is a full continuum of care available in the community, services are not being adequately accessed. The local behavioral health agency, *[the Agency]*, is the primary provider of behavioral health services to the community.

Anytown’s main emergency department, *[the Hospital]*, is where most requests for emergent and non-emergent behavioral health services occur. *[The Hospital]* acknowledges that they lack the right personnel with the right processes and skills to provide timely and effective care for individuals with mental health and substance use conditions.

*[The Agency]* and *[the Hospital]* have strategized about how they can partner to better address the needs of persons seeking services for behavioral health issues. They have crafted a project—*Reducing Emergency Department Behavioral Health Visits*. The goals of this project are twofold:

- to develop policies and procedures to strategically align *[the Agency]* and *[the Hospital]* for the delivery of behavioral health services; and
- to collaboratively triage patients and streamline services to improve quality of care, patient satisfaction, and service outcomes.

As a result, this project is expected to improve the overall strength and stability of behavioral health services available in the community.

# BUILD THE FOUNDATION

## PURPOSE

A Memorandum of Understanding has an overarching purpose. This purpose is typically based on an agency's identified specific challenge, barrier, need, or opportunity that can better be addressed by working collaboratively with another entity. It includes mutually-agreed upon goals and the interests of the stakeholders.

An MOU serves as an important tool for building long-term stability and success. It can:

1. Help ensure that a collaboration can survive changes in environment or key people, serving as a structure around which the partnership can adapt and grow.
2. Prevent confusion and conflict among the collaboration's partners.
3. Support accountability among partners by clearly defining roles, responsibilities, expectations, and decision-making processes.
4. Provide an opportunity for the collaboration, through the process of creating or revising the agreement, to discuss key issues such as goals, strategies, and procedures.

### QUESTIONS TO CONSIDER

- Is there an issue that is impacting service delivery?
- Have you researched and identified the contributing factors?
- Have you established your agency's need?
- Is addressing your agency's need at least partially dependent on another agency or individual?
- Is the purpose clearly articulated?

## THINKING THROUGH THE PROCESS

Attending to the process of creating an MOU is a critical part of creating a stable and effective collaboration, enabling partners to clarify expectations, plan and set goals, and learn more about one another. This is particularly important when the collaboration is complex. The timeframe for achieving this process varies and is unique to every partnership. At the outset, establish the process for creating the MOU, and strategize about who will be involved and what their roles will be:<sup>3</sup>

It is important to determine how many people will be involved. Fewer negotiators usually means a quicker decision-making process. On the other hand, engaging more staff members and other stakeholders generally involves a more inclusive process which can fuel a stronger sense of ownership and commitment to the partnership.

### QUESTIONS TO CONSIDER

- Who will lead the process, set discussion topics, and facilitate meetings?
- Who will be actively involved in setting a vision for collaboration, decision-making and negotiation, participate in discussions, and be asked to provide input?
- At what stage(s) will the partner organizations' boards review the agreement, and what level of feedback will board members provide?
- Will third parties (such as consultants or attorneys) be involved?

## STAKEHOLDERS

Stakeholders are individuals and organizations that have a *vested interest in the purpose or outcome of the project*. Stakeholders hold financial, personal, social, and community interests and might include community residents and organizations, individuals receiving services and their family members, or the partners involved in the MOU agreement. In order to make the project relevant, stakeholders should be identified early. Stakeholders can be prioritized by their level of power and interest in the project as well as the cost of engagement.

Identified stakeholders should be actively engaged in identifying the project's purpose and outcome. It is important to note that while all relevant stakeholders should be identified when developing an MOU, every stakeholder will not necessarily have an active role in the development or implementation of the MOU.

Stakeholders should be engaged as part of the project's process and may have direct or indirect decision-making abilities based on their role and level of influence. The level of engagement with each stakeholder group may be dependent upon the group's level of power and interest as well as the costs that will be expended. Costs may be determined by several factors including financial expenses, impact on relationships, and impact on society.

### QUESTIONS TO CONSIDER

- Who has a vested interest in the project outcome?
- Are there any stakeholder interests that should be considered when identifying the purpose, scope of work, or implementation of the project?
- Have you prioritized the stakeholders?
- How does each stakeholder enhance the project's process or outcome?
- What is the likely level of engagement for each group of stakeholders?



## PARTNERSHIPS

Partners are the agencies or individuals who will be entering into the MOU. Partnerships provide access to expert knowledge and experience from different agencies or disciplines to pool resources to overcome challenges and limitations.

Good communication between partners is reflected in a unified understanding of the goals and expectations. Carefully consider the compatibility of the purpose and goals of the partnering organizations, the value added by partnering, and expectations around each organization's participation. Make these clear and examine how each organization defines the partnership. Developing a partnership is not unlike developing a personal relationship. Choose your partner with forethought and mutual understanding. Note that you may have *multiple MOUs with differing partners* as part of your overall initiative.

### HOW TO CHOOSE A PARTNER

Select or collaborate with partners who bring additional value and resources to the project and share similar core values. Identifying partners involves consideration of the project's purpose, the scope of work, and the strengths and vulnerabilities that the organization is facing in fulfilling the project's purpose and tasks.



Once the partners are identified, a collaboration agreement must be negotiated and a working relationship established.

### QUESTIONS TO CONSIDER

- Which potential partner(s) would share the same core values regarding the work involved in the project?
- Which potential partner(s) would share a common goal for the project?
- How does the potential partner complement the other partner or partners involved by offering different skills and resources for the project?
- Can the partnership improve services and overall outcomes?

### HOW TO BUILD A PARTNERSHIP

Once the partners are identified, a collaboration agreement must be negotiated and a working relationship established. This might build upon an existing relationship or require developing a new

working relationship. For the purposes of the MOU, each partner involved in the collaboration should view the other as an active member of their own team for the duration of the project. The primary decision-maker or set of decision-makers for each partner should meet to determine the project's agreed upon terms. Key stakeholders may also be invited to provide input into the project's development including purpose, focus, and terms.

### QUESTIONS TO CONSIDER

- Is there a main contact person for each partner identified?
- Does each partner have at least one individual identified who is responsible for the oversight or completion of specific project tasks?

# DRAFT THE MEMORANDUM OF UNDERSTANDING

The MOU supports the success of the collaborative venture by outlining the individual responsibilities and shared ownership for project activities. Individually, each partner will contribute leadership and staff, provide appropriate business protections, and always respect and abide by the privacy and confidentiality provisions that their partners' environment requires.

The MOU can be used to define legal issues, if needed, and outline any special notes and provisions. The MOU will also help to curb misunderstandings and build a solid foundation that fosters communication, collegiality, and trust among the parties.

A core team that represents the partnering organizations is needed to draft the MOU. The team, typically comprised of individuals who deliver the services, can speak to the unique perspective of their professions and raise opportunities and concerns for project deployment. Gathering their feedback during the MOU drafting phase will help with buy-in once the program is operational, and these individuals can be ambassadors for the program within their own professions and departments.

Representation and involvement from administration, and perhaps legal, is critical. It is likely that someone in a senior leadership position will be the MOU signatory for each agency. This level of representation helps with consensus and support as the partnership becomes operational.

## INTENT, GOALS AND RESPONSIBILITIES

This section of the Toolkit outlines the basic components of an MOU. Many templates exist for developing an MOU and not all sections presented here may be necessary. Please research your agency's policies, protocols and relevant laws. More importantly review all MOU documents with your risk management, legal and any other departments as appropriate within your agency before signing to ensure compliance with relevant state and federal laws as well as organizational policies and procedures.

## INTRODUCTORY STATEMENT

The opening or introductory statement delineates the organizations or other entities that are participating in the agreement. It states the overall intent of the MOU. The more detailed rationale for the MOU is set forth in the next section, Purpose.





**TEXT TEMPLATE**

*[This MOU clarifies the roles and responsibilities of the partners [Provide reason for project]. The goal(s) of this project is to [provide brief summary of the goals].*

**SAMPLE TEXT**

**[The Agency]** provides many critical services to the community. In order to enhance services and best use available resources, **[the Agency]** is partnering with the **[the Hospital]** in order to reduce the number of overall hospital visits and admissions for mental health and substance use concerns. It is believed that by better alignment of the two entities more individuals with behavioral health conditions will have improved outcomes by timely linkage to effective community-based care.

This Memorandum of Understanding (MOU) sets forth the understanding between **[the Agency]** and the **[the Hospital]** with the intention to clarify the roles and responsibilities of the partners to this MOU to strengthen collaborations and increase timely access to community-based behavioral health care.

**PURPOSE OF THE MOU**

The purpose or intent of the agreement must be clearly stated in a project overview. This should include the project goals.

**QUESTIONS TO CONSIDER**

- What is the intent of the MOU?
- Are the project goals and objectives clearly delineated?
- Is there concurrence on the goals and objective among partners?

**TEXT TEMPLATE**

*[This MOU clarifies the roles and responsibilities of the partners [provide reason for project]. The goal(s) of this project is to [provide brief summary of the goals].*

**SAMPLE TEXT**

This MOU clarifies the primary roles and responsibilities of the organizations that are partners in this venture. The ultimate purpose of the MOU is to improve the partners' combined effectiveness in creating systems that increase the use of community-based behavioral health services. Specific goals are: 1) to develop policies and procedures to strategically align **[the Agency]** and the **[the Hospital]** for the delivery of behavioral health services; and, 2) to collaboratively triage patients and streamline services to improve quality of care, patient satisfaction, and service outcomes. As a result, this project is expected to improve the overall strength and stability of behavioral health services available in the community. The roles and responsibilities of each of the partner organizations related to this MOU are described herein.

## BACKGROUND

The MOU needs to briefly identify the presenting issues that underlie the collaboration. Data from earlier needs assessments or gaps analysis can be used to frame the issues. Concurrently, a brief vision statement that reflects how the issues will be positively impacted by the venture is desired. The vision statement should also encompass the wants, needs and aspirations of those who are participating in the MOU.

### QUESTIONS TO CONSIDER

- What are the issues being addressed?
- What is the overarching vision for the venture and the collaboration?
- How will this collaboration address the issues and improve outcomes?
- Is the value of the project conveyed?

### TEXT TEMPLATE

*[Provide information that frames the project and identifies the project's relevance to the industry or community. Identify the concerns that are important for this MOU and potential benefits of the collaboration. Summarize with a statement that presents a vision for how the issues will be positively impacted.]*

### SAMPLE TEXT

Anytown recognizes that there has been an increase in emergency department visits for behavioral health concerns. Community data reveals the negative effect behavioral health issues are having on both Anytown's residents and Anytown as a community. The increase in emergency department visits not only illustrates the distress behavioral health symptoms are causing residents, but also displays the cumulative burden these issues present to the community. Behavioral health issues impact individuals, families, and have associated societal costs. With the steady rise in suicide attempts and completions, the partners consider ensuring the safety of consumers, service providers and the public of paramount importance.

## TERMINOLOGY

It is important to clearly define all terms and acronyms used in the MOU. Terms and acronyms should be defined in text the first time the reference appears in the document. For example, if there is a long and short title of the project the long title would appear in text followed by the short title in parenthesis. All other references in the document thereafter could use the short title.

### QUESTIONS TO CONSIDER

- Have all the acronyms that are used in the document been clearly defined?
- Are there any terms or titles that are repeated throughout the document that could be shortened to improve ease of reading?
- Are there any terms or titles that are repeated throughout the document that may have multiple meanings in different cultures, regions, or contexts?

### TEXT TEMPLATE

*[Provide a brief introduction to the reason why terms must be defined such as the same term having different meanings depending on the organization, field, or scope of work.] For the purpose of this MOU, the following terms shall be defined as specified.*

- *[Identify each term and a brief definition.]*

### SAMPLE TEXT

The terms agreement, collaboration, and partnership will all be used to reflect the understanding brought by this MOU between **[the Agency]** and the **[the Hospital]**. For the purpose of this MOU, the following terms shall be defined as specified:

- Behavioral health – inclusive of both mental health and substance use
- Care Coordination or other service delivery mechanism – deliberate coordination of services between two or more partners for an individual or family.
- Reducing Emergency Department Behavioral Health Visits – project title providing a brief description of the project

- [the Agency] – Requesting Agency
- [the Hospital] – Partner
- Stakeholders – individuals and organizations that have a vested interest in the purpose or outcome of the project

## SCOPE OF WORK

The next step defines the scope of work. The MOU specifies the primary objectives for each partner participating in the MOU. Responsibilities and expectations for each partner are detailed here. The scope of work may involve the partners engaging in joint activities or simply fulfilling aspects of the project independently.

Assurance of confidentiality is an essential practice for the protection of patient/clients' rights when any information is gathered and shared between agencies and, therefore, should be included in the MOU.

## QUESTIONS TO CONSIDER

- What are the major tasks that need to be completed and by which partner?
- How are tasks divided between the participating partners?
- Is the distribution of roles, responsibilities, and decision-making authority for each partner outlined?
- How will the project safeguard the use of and access to information regarding patients/clients when services are provided or arrangements are made for services?
- Do time frames need to be specified?

## TEXT TEMPLATE

### Overview: [Project Title]

[Project Title] requires \_\_\_\_\_.

[Project Title] is focused on \_\_\_\_\_.

### [The Requesting Agency]

#### Expectations and Obligations

This Project will be completed once [the Partner] provides the following:

- [The Agency] will provide \_\_\_\_\_.
- \_\_\_\_\_ is not included in this scope of work.

### [The Partner] Expectations and Obligations

[The Partner] will \_\_\_\_\_.

### The partners hereby agree to the following:

Identify the following information that the partners will provide one another.

- access to information
- protection of confidential patient/client health information per federal and state laws, and agency policies and procedures
- [technical] specifications
- notifications of any changes in terms or general provisions

Discuss how the information will be maintained to comply with federal and state laws as well as any additional agency policies and procedures that pertain to confidentiality.

## SAMPLE TEXT

### Overview: Reducing Emergency Department Behavioral Health Visits

The Reducing Emergency Department Behavioral Health Visits project requires collaboration and co-location to ensure persons with a known or suspected mental health and/or substance use disorder, or who exhibit behaviors of community concern, are identified, assessed, receive care, and, when appropriate are referred to **[the Agency]** or other appropriate facility a manner consistent with the persons' clinical needs. **[The Hospital]** and **[the Agency]** will work together in coordinated processes that address the safety of the individual and the community.

**SAMPLE TEXT**

*[The Agency] and [the Hospital] will facilitate the development of agreed local interagency operational protocols. Existing policies, procedures and protocols will be reviewed for quality, accessibility, and merit. Protected Health Information will be collected and maintained in compliance with the confidentiality regulations outlined in the federal Health Insurance Portability and Accountability, CFR-42 Part2 and other applicable state and federal laws. Additional policies, procedures and protocols will be developed and enacted to help assure the success of the project and manage workflow.*

The following duties are associated with Reducing Emergency Department Behavioral Health Visits.

**[The Agency's] Expectations and Obligations**

- **[The Agency]** clinical staff will work collaboratively with [the Hospital] staff to participate in triage services for in all non-emergent cases in which an individual presents to [the Hospital] for mental health and/or substance use services. **[The Agency]** staff will determine appropriateness for community-based care and make all referrals or arrangements for timely care.
- **[The Agency]** will participate in the development of the interagency operational protocols.
- **[The Agency]** will provide a report to the [the Hospital] on the changes made to available behavioral health services at **[the Agency]** that directly addresses the preventable emergency department visits occurring at the **[the Hospital]**.

**SAMPLE TEXT****[The Partner's] Expectations and Obligations**

- **[The Hospital]** has a core responsibility to provide behavioral health triage, risk assessment, mental health/substance use assessment, care and behavioral management for people experiencing a crisis and present a risk of danger to themselves or others. **[The Hospital]** staff will involve the co-located clinical staff member from **[the Agency]** in triage services for in all non-emergent cases to determine appropriateness for community-based care.
- **[The Hospital]** will participate in the development of the interagency operational protocols.
- **[The Hospital]** will assume primary responsibility for security of persons seeking care while on [the Hospital] premises, unless there are serious by [the Hospital] risks to the safety of patients or the public that are unable to be managed.
- **[The Hospital]** will assist **[the Agency]** in gaining access to information held by the **[the Hospital]** that will aid in the completion of this project inclusive of allowing a staff member from **[the Agency]** to be present and work alongside the **[the Hospital]** staff.
- **[The Hospital]** will provide office space for one clinical staff member of **[the Agency]** to include the space, telephone, use of other office equipment, such as a copier, and internal access.

**The partners hereby agree to the following:**

The partners will provide one another with the following:

- access to and protection of information
- [technical] specifications
- notifications of any changes that impact the original agreement, such as changes in policies, personnel or integrity of the project, such as data breaches

## TERMS OF AGREEMENT

The terms of the agreement must be defined to provide clarity and guidance. The terms of the agreement are details that guide the working parameters of the MOU and include information such as *effective dates, applicable ending or termination dates, rights and limitations, and possible payment for services.*

**NOTE:** Text in the Terms of Agreement sections may contain language that is more or less formal. The key is determining whether the parties intend to be legally bound by the terms of the agreement. If a less formal agreement is desired, a statement can be added that specifically addresses the non-binding nature of the MOU. The statement can be simple or more detailed, such as:

The signing of this MOU is not a formal undertaking. It implies that the signatories will strive to reach, to the best of their ability, the objectives stated in the MOU.

OR

NONBINDING AGREEMENT. This MOU creates no right, or benefit, substantive or procedural, enforceable by law. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Please seek advice on the specific language your organization chooses to use overall.

## EFFECTIVE DATES

Careful consideration needs to be given to effective dates, timeframes and completion dates so that all partners understand the operative period.

### QUESTIONS TO CONSIDER

What are the effective dates of the MOU? This includes the date the agreement goes into effect and the date it is terminated. *[If this document is replacing a previous version, identify the document that is being replaced and the effective date of the new one.]*

- What are the timeframes for completing and reviewing each phase of the project?
- Does a potential to extend the partnership exist and, if so, what are the terms?
- What are the provisions for one partner to terminate the MOU early?

Dates and timeframes should be included throughout the document. For example, the date the MOU goes into effect may be identified in the beginning or end of the document.

### TEXT TEMPLATE

*[The Requesting Agency] is entering into this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ [the "Effective Date"] with [the Partner]. This MOU shall remain in effect for a term of \_\_\_\_\_ from the Effective Date.*

If the MOU is being amended—This Agreement replaces all previous negotiations, communications, and correspondence including the previous Agreement between these partners that was effective from \_\_\_\_\_, 20\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_.

*[Identify the terms of early termination.]*

### SAMPLE TEXT

**[The Agency]** is entering into this Agreement on this 13th day of March, 2020 with the **[the Hospital]**. This MOU shall remain in effect for a term of one year from the Effective Date hereof. This Agreement replaces all previous negotiations, communications, and correspondence including the previous Agreement between these partners that was effective from November 29, 2018 to March 30, 2020.

If one partner determines that they want to terminate the agreement early, that partner must provide the other partner with at least six (6) months' notice and continue to work on the scope of work for the duration of that time.

## AUTHORITY

There are different kinds of authority that pertain to MOUs; in particular, statutory authority, partner authority, and signature authority. Statutory authority refers to laws and regulations that govern the exchange information or coordination of programs and services. There may or may not be statutory authorities that are pertinent or need to be referenced.

Partner and signature authority have “binding power,” meaning certain partners are able to make decisions about MOU service agreements, policies, procedures, etc. These individuals should be named within the MOU, with distinctions about which partners hold the authority to make commitments and decisions about partner obligations, and at what level. Signature authority is the highest level. If needed, delegation of signature authority can be made by the person who holds the highest signatory authority.

The MOU can identify how decisions are made and how amendments or modifications are made to the agreement. There are many decision-making models that can be used. It is helpful to identify what types of decisions require a unanimous vote by partners, if a quorum will be used, and what decisions can be made by a single partner. By setting up a decision-making structure that everyone understands and has agreed to, problems can be avoided when partners have to make important decisions.

### QUESTIONS TO CONSIDER

- Are there state or federal laws that impact the project?
- Who has the authority to make project-based decisions surrounding commitments and obligations of each partnering entity?
- Are there identified individuals that will have authority to make decisions in all areas of the agreement or only in specific area(s)?
- What is the process for collective decision-making?
- How are changes or revisions handled?

### TEXT TEMPLATE

*[Identify the applicable laws and jurisdiction. Identify any additional regulations that must be complied with based on the policies, procedures, and affiliations of each partner.]*

\_\_\_\_\_ for [Requesting Agency] and \_\_\_\_\_ for [Partner Agency] are authorized to collaboratively make decisions that impact The Project or the overall terms of the collaboration. *[Identify the impact on the agreement if the terms of the MOU are invalid, illegal, or unable to be implemented.]*

### SAMPLE TEXT

Representatives of **[the Agency]** and **[the Hospital]** are designated to participate in a project working committee. A table containing the names of these representatives can be found in the attachments to this MOU. The representatives have clear authority to represent their respective entities to provide expertise, provide information in a timely manner, participate in meetings, and review and approve project policies, procedures and documents as needed.

**[Name of signature authority]** for **[the Agency]** and **[name of signature authority]** for the **[the Hospital]** are authorized to collaboratively make final decisions that impact the Reducing Emergency Department Behavioral Health Visits project directly or the overall terms of this MOU.

If for any reason a section of this agreement is found to be are invalid or unable to be implemented, the partners shall renegotiate the agreement, as needed, to maintain the integrity of the project’s purpose and scope and services.

## RESOURCES

Collaborative projects require the partners to share resources. These resources are diverse and may include expert knowledge, data, service delivery, office space, supplies, insurance, and personnel. Any specific rights or limitations of how these resources are shared among the partners must be identified in the document. This may, for example, include information regarding privacy protections or intellectual property.

### QUESTIONS TO CONSIDER

- What resources will be shared between partners?
- How will the data be collected, stored, and shared?
- Will there be a fee for sharing resources?
- Are there any restrictions on sharing resources, such as confidentiality concerns or conflicts of interest, which need to be addressed?
- Who will retain rights to the project data and reports once the collaboration is complete?

### TEXT TEMPLATE

*[Partnering agency] will allow [Requesting Agency] to \_\_\_\_\_. There will be \_\_\_\_\_ fee for these services. [Any additional terms or conditions.]*

### SAMPLE TEXT

**[The Hospital]** will allow **[the Agency]** to co-locate an office within the Emergency Department for one clinical staff member. The staff member will be allowed to work in partnership with Emergency Department staff to triage persons seeking behavioral health services, review files, and schedule community-based services, as appropriate. Any photocopies of records that leave the premises of **[the Agency]** or the **[the Hospital]** must be redacted for confidentiality.

*The partners involved in this agreement may not use any other partner's name, logo, or trademark without prior written approval from that partner.*

## ADDRESS CONCERNS

Potential concerns, barriers, and complications of the project objectives and overall agreement should be anticipated and addressed as much as possible before these situations arise. These scenarios should be openly discussed between the partners prior to the execution of the MOU. The MOU cannot address every issue that may arise between the parties involved in the collaboration. It will need initially to be customized to the capabilities and resources for which it is established and should make allowances to consider any unique concerns, characteristics, and needs of the participating organizations that may need to be addressed. Often more general statements about how the MOU will be amended when specific concerns arise is preferable to allow for flexibility and negotiation as needed.

### QUESTIONS TO CONSIDER

- What concerns could the project generate from stakeholders?
- What complications might be encountered when carrying out the terms of the agreement?
- How can the potential concerns, barriers, and complications best be addressed once they arise? *(i.e., committee meetings, or pre-determined policies and procedures)*

### TEXT TEMPLATE

*[The Requesting Agency] anticipates that by working with [the Partner] [identify potential concern, barrier, or complication]. [Discuss how the potential concern, barrier, or complication will be addressed.]*

### SAMPLE TEXT

**[The Hospital]** anticipates that by working with **[the Agency]** there might be community concerns about perceived conflicts of interest. To address these concerns, both the **[the Hospital]** and **[the Agency]** will provide disclosure statements identifying any conflict the partners may have in participating in this project or working with the other partner involved.

## MONITORING ACTIVITIES

Integrating quality assurance measures help keep a project on track and ensure credibility of the work. These measures are used to protect the interests of partners and stakeholders throughout the duration of the project. Review protocols should be specific and include details such as what will be monitored, at what intervals, who will do the monitoring, and how the findings will be communicated.

### QUESTIONS TO CONSIDER

- What quality assurance measures will be instituted and reviewed throughout the project?
- Who will be involved in the review process?
- What are the mechanisms for reporting outcomes and accepting feedback?

### TEXT TEMPLATE

*[The Requesting Agency] and [Partnering Agency] will meet once every \_\_\_\_\_ to review the progress on the project and discuss any concerns that arise. [Requesting Agency] and [Partnering agency] will review the activities and time frames for the remainder of the Project and determine if any changes need to be made to the Project's activities, time frames, or goals.*

### SAMPLE TEXT

**[The Agency]** and the **[the Hospital]** will meet once every quarter to review the progress on the project and discuss any concerns that arise. **[The Agency]** and the **[the Hospital]** will review the projected activities and time frames for the remainder of the Reducing Emergency Department Behavioral Health Visits project and determine if any changes need to be made to the project's activities, time frames, or goals.

## DISCLAIMER

Disclaimers should be added to help protect the partners from legal liability. This includes providing a disclaimer when the information being shared is confidential, under copyright, not legally binding, or is intended to be used in a specific way.

Risk sharing is another one of the most important aspects of an MOU. Who is going to take responsibility if something goes wrong? What if the project results in an injury or a loss of funds? The responsible party or parties are to be named when they are both willing and able to "share the risk" for any losses that could result during or from the completion of the project.

### QUESTIONS TO CONSIDER

- Is there any information that may be missing or misrepresented that could cause damage?
- Is a disclaimer needed to identify that the partners are each responsible for acts that result in a loss or lack of achievement of objectives?

### TEXT TEMPLATE

*[Identify any concerns regarding risk to the partnering organizations.]*

### SAMPLE TEXT

**[The Agency]** and **[the Hospital]** will each be responsible for its own acts and the results and shall not be responsible for the acts and results of the other party. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees, for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents or employees under this Agreement, and for any loss, cost, damage, or expense resulting at any time from any and all causes due to any act or acts, negligence, or the failure to exercise proper precautions while conducting activities pursuant to this MOU.



## RESOLUTION OF DISPUTES AND CONFLICTS OF INTEREST

No matter how carefully a project and the corresponding MOU is drafted, there is always the possibility that one or more partners may be involved with a dispute or conflict of interest. These types of situations could have far-reaching effects and consequences to the project itself, inter-agency relationships, and perhaps even consumer service delivery. It is necessary, then, to include procedures and language that specifies how those situations will be handled and ultimately resolved. The size, intricacy, and sensitivity of the project may direct how detailed this section should be.

### QUESTIONS TO CONSIDER

- To whom will a dispute be reported?
- What are the procedures for investigating and resolving a dispute?
- What are time frames for investigating and resolving a dispute?

### TEXT TEMPLATE

*[Identify who will be notified, within what time period, and how the dispute will be addressed.]*

### SAMPLE TEXT

Procedurally, in the event of a dispute or conflict of interest arising out of or relating in any way to this MOU, the complaining partner shall notify the other partner in writing thereof. Within thirty (30) days of such notice, management level representatives of both partners shall attempt to resolve the dispute in good faith.



## ATTACHMENTS

Some MOUs will include additional information to clarify and complement the document. Information that is necessary for clarification or that provides extensive detail for a particular section should be considered as an attachment. Examples include a sample confidentiality statement or glossary defining key terms.

### QUESTIONS TO CONSIDER

- Is there any supplemental information that would complement or illustrate information presented in the document?
- Are the attachments that are provided relevant to the MOU's scope of work and/or terms of the agreement?
- Is there information that can be put in an attachment that would reduce the content and improve the flow of the main document?
- Are the attachments clearly referenced in the correct section of the document?



## FINAL AUTHORIZATION

As noted in the Authority section, each partner must designate at least one individual who is authorized to approve the document. An MOU between agencies will often include the acknowledgment and approval of the Executive Director or the designee representing the administration.

The document must be signed and dated by each partner before it goes into effect. Each partner will retain a copy for their reference and records. If requested, there can be identical documents that are signed by each partner so that each may retain a copy with original signatures.

### QUESTIONS TO CONSIDER

- Who is authorized to execute the agreement for each partner?
- Is anyone else approved to make decisions in the authorized person's absence?

### TEXT TEMPLATE

**IN WITNESS WHEREOF**, these partners hereto have executed \_\_\_\_\_ copies of this instrument, each of which shall be considered an original including a document in facsimile or portable document format (PDF).

**AGREED:**

Add a signature line for the responsible parties of each partner in the agreement.

### SAMPLE TEXT

**IN WITNESS WHEREOF**, these partners hereto have executed two [2] copies of this instrument, each of which shall be considered an original including a document in facsimile or portable document format (PDF).

**AGREED:**

\_\_\_\_\_  
**[Signature Authority], [the Agency]**      Date

\_\_\_\_\_  
**[Signature Authority], [the Hospital]**      Date

# APPENDICES

## APPENDIX A: WORKSHEET FOR 'QUESTIONS TO CONSIDER'

### BUILD THE FOUNDATION

PURPOSE	
Is there an issue that is impacting service delivery?	
Have you researched and identified the contributing factors?	
Have you established your agency's need?	
Is addressing your agency's need at least partially dependent on another agency or individual?	
Is the purpose clearly articulated?	

## APPENDIX A: WORKSHEET FOR 'QUESTIONS TO CONSIDER'

### BUILD THE FOUNDATION

THINKING THROUGH THE PROCESS	
Who will lead the process, set discussion topics, and facilitate meetings?	
Who will be actively involved in setting a vision for collaboration, decision-making and negotiation, participate in discussions, and be asked to provide input?	
At what stage(s) will the partner organizations' boards review the agreement, and what level of feedback will board members provide?	
Will third parties (such as consultants or attorneys) be involved?	

## APPENDIX A: WORKSHEET FOR 'QUESTIONS TO CONSIDER'

### BUILD THE FOUNDATION

STAKEHOLDERS	
Who has a vested interest in the project outcome?	
Are there any stakeholder interests that should be considered when identifying the purpose, scope of work, or implementation of the project?	
Have you prioritized the stakeholders?	
How does each stakeholder enhance the project's process or outcome?	
What is the likely level of engagement for each group of stakeholders?	

## APPENDIX A: WORKSHEET FOR 'QUESTIONS TO CONSIDER'

### PARTNERSHIPS

HOW TO CHOOSE A PARTNER	
Which potential partner(s) would share the same core values regarding the work involved in the project?	
Which potential partner(s) would share a common goal for the project?	
How does the potential partner complement the other partner or partners involved by offering different skills and resources for the project?	
Can the partnership improve care coordination activities and overall outcomes?	

## APPENDIX A: WORKSHEET FOR 'QUESTIONS TO CONSIDER'

### PARTNERSHIPS

HOW TO BUILD A PARTNERSHIP	
Is there a main contact person for each partner identified?	
Does each partner have at least one individual identified who is responsible for the oversight or completion of project tasks?	



## APPENDIX A: WORKSHEET FOR 'QUESTIONS TO CONSIDER'

### INTENT, GOALS AND RESPONSIBILITIES

<b>PURPOSE</b>	
What is the intent of the MOU?	
Are the project goals and objectives clearly delineated?	
Is there concurrence on the goals and objective among partners?	
<b>BACKGROUND</b>	
What are the issues being addressed?	
What is the overarching vision for the venture and the collaboration?	
How will this collaboration address the issues and improve outcomes?	
Is the value of the project conveyed?	

## APPENDIX A: WORKSHEET FOR 'QUESTIONS TO CONSIDER'

### INTENT, GOALS AND RESPONSIBILITIES

TERMINOLOGY	
Are there any terms or titles that are repeated throughout the document that could be shortened to improve ease of reading?	
Are there any terms or titles that are repeated throughout the document that may have multiple meanings in different cultures, regions or contexts	
Have all the acronyms that are used in the document been clearly defined?	

## APPENDIX A: WORKSHEET FOR 'QUESTIONS TO CONSIDER'

### INTENT, GOALS AND RESPONSIBILITIES

SCOPE OF WORK	
What are the major tasks that need to be completed and by which partner?	
How are tasks divided between the participating partners?	
Is the distribution of roles, responsibilities, and decision-making authority for each partner outlined?	
How will the project safeguard the use of and access to information regarding patients/clients when services are provided or arrangements are made for services?	
Do time frames need to be specified?	

## APPENDIX A: WORKSHEET FOR 'QUESTIONS TO CONSIDER'

### TERMS OF AGREEMENT

EFFECTIVE DATES	
What are the effective dates of the MOU? This includes the date the agreement goes into effect and the date it is terminated.	
What are the timeframes for completing and reviewing each phase of the project?	
Does the potential to extend the partnership exist and, if so, what are the terms?	
What are the provisions for one partner to terminate the MOU early?	

## APPENDIX A: WORKSHEET FOR 'QUESTIONS TO CONSIDER'

### TERMS OF AGREEMENT

AUTHORITY	
Are there state and federal laws that impact the project?	
Who has the authority to make project-based decisions surrounding commitments and obligations of each partnering entity?	
Are there identified individuals that will have authority to make decisions in all areas of the agreement or only in specific area[s]?	
What is the process for collective decision-making?	
How are changes or revisions handled?	

## APPENDIX A: WORKSHEET FOR 'QUESTIONS TO CONSIDER'

### TERMS OF AGREEMENT

RESOURCES	
What resources will be shared between partners?	
How will the data be collected, stored, and shared?	
Will there be a fee for sharing resources?	
Are there any restrictions on sharing resources, such as confidentiality concerns or conflicts of interest, which need to be addressed?	
Who will retain rights to the project data and reports once the collaboration is complete?	

## APPENDIX A: WORKSHEET FOR 'QUESTIONS TO CONSIDER'

### TERMS OF AGREEMENT

ADDRESS CONCERNS	
What concerns could the project generate from stakeholders?	
What complications might be encountered when carrying out the terms of the agreement?	
How can the potential concerns, barriers, and complications best be addressed once they arise?	
MONITORING ACTIVITIES	
Who will be involved in the review process?	
What are the mechanisms for reporting outcomes and accepting feedback?	

## APPENDIX A: WORKSHEET FOR 'QUESTIONS TO CONSIDER'

### TERMS OF AGREEMENT

DISCLAIMER	
Is there any information that may be missing or misrepresented that could cause damage?	
Is a disclaimer needed to identify that the partners are each responsible for acts that result in a loss or lack of achievement of objectives?	



## APPENDIX A: WORKSHEET FOR 'QUESTIONS TO CONSIDER'

### RESOLUTION OF DISPUTES AND CONFLICTS OF INTEREST

<p>To whom will a dispute be reported?</p>	
<p>What are the procedures for investigating a dispute?</p>	
<p>What are time frames for investigating and resolving a dispute?</p>	

### ATTACHMENTS

<p>Is there any supplemental information that would complement or illustrate information presented in the document?</p>	
<p>Are the attachments that are provided relevant to the MOU's scope of work and/or terms of the agreement? Are they referenced in the correct section of the document?</p>	

## APPENDIX A: WORKSHEET FOR 'QUESTIONS TO CONSIDER'

### FINAL AUTHORIZATION

Who is authorized to execute the agreement for each partner?	
Is anyone else approved to make decisions in the authorized person's absence?	

## APPENDIX B: CHECKLIST

<input type="checkbox"/>	Identify the issue(s).	
--------------------------	------------------------	--

<input type="checkbox"/>	Identify the need(s).	
--------------------------	-----------------------	--

<input type="checkbox"/>	Identify the partners involved in the MOU.		
	Contact Person & Organization	Contact Information	Role

## APPENDIX B: CHECKLIST

<input type="checkbox"/>	Agree on a shared purpose and goal.	Purpose:
		Goal:

<input type="checkbox"/>	Identify stakeholders and define their role.		
	Stakeholder & Organization	Contact Information	Role

## APPENDIX B: CHECKLIST

<input type="checkbox"/>	Identify what compliance measures must be followed based on laws, code of ethics, and organizational policies and procedures.		
Compliance Measure	Responsible Partner	Laws, Codes or Policies	

## APPENDIX B: CHECKLIST

<input type="checkbox"/>	Identify formal and informal processes that are already in place that address the ultimate goal.		
	Existing Process	Issues to Address	Responsible Partner







## APPENDIX B: CHECKLIST

<input type="checkbox"/>	Identify who will be involved in the MOU development process from each partner before execution.		
	Organization	Responsible Partner	Area of Review

<input type="checkbox"/>	Identify how the activities in the MOU will be funded.	
--------------------------	--	--

## APPENDIX B: CHECKLIST

<input type="checkbox"/>	Identify target date(s) to execute the MOU.	
--------------------------	---	--

<input type="checkbox"/>	Determine how relevant partners and stakeholders will be informed of the elements of the MOU including responsibilities and benefits.	
--------------------------	---	--

<input type="checkbox"/>	Determine what measures will be used to provide oversight, monitor progress, and maintain accountability including timeframes and responsible partners.		
	Monitoring Activity	Responsible Partner	Frequency

## APPENDIX C. ANYTOWN SAMPLE MOU

*[The Agency]* provides many critical services to the community. In order to enhance services and best use available resources, *[The Agency]* is partnering with the *[the Hospital]* in order to reduce the number of overall hospital visits and admissions for mental health and substance use concerns. It is believed that by better alignment of the two entities more individuals with behavioral health conditions will have improved outcomes by timely linkage to effective community-based care.

This Memorandum of Understanding [MOU] sets forth the understanding between *[The Agency]* and the *[the Hospital]* with the intention to clarify the roles and responsibilities of the partners to this MOU to strengthen collaborations and increase timely access to community-based behavioral health care.

### PURPOSE

This MOU clarifies the primary roles and responsibilities of the organizations that are partners in the MOU. The ultimate purpose of the MOU is to improve the partners' combined effectiveness in creating systems that increase the use of community-based behavioral health services. Specific goals are:

1. to develop policies and procedures to strategically align *[the Agency]* and the *[the Hospital]* for the delivery of behavioral health services; and,
2. to collaboratively triage patients and streamline services to improve quality of care, patient satisfaction, and service outcomes.

As a result, this project is expected to improve the overall strength and stability of behavioral health services available in the community. The roles and responsibilities of each of the partner organizations related to this MOU are described herein.

### BACKGROUND

Anytown recognizes that there has been an increase in emergency department visits for behavioral health concerns. Community data reveals the negative effect behavioral health issues are having on both Anytown's residents and Anytown as a community. The increase in emergency department visits not only illustrates the distress behavioral health symptoms are causing residents, but also displays the cumulative burden these issues present to the community. Behavioral health issues impact individuals, families, and have associated societal costs. With the steady rise in suicide attempts and completions, the partners consider ensuring the safety of consumers, service providers and the public of paramount importance.

### TERMINOLOGY

The terms agreement, collaboration, and partnership will all be used to reflect the understanding brought by this MOU between *[the Agency]* and the *[the Hospital]*. For the purpose of this MOU, the following terms shall be defined as specified:

- Behavioral health – inclusive of both mental health and substance use
- Care Coordination or other service delivery mechanism – deliberate coordination of services between two or more partners for an individual or family.
- Reducing Emergency Department Behavioral Health Visits – project title providing a brief description of the project
- *[The Agency]* – Providing Agency [Requesting Agency]
- *[The Hospital]* – Requesting Partner [Partnering agency]
- Stakeholders – individuals and organizations that have a vested interest in the purpose or outcome of the project

## SCOPE OF WORK

### OVERVIEW: REDUCING EMERGENCY DEPARTMENT BEHAVIORAL HEALTH VISITS

The *Reducing Emergency Department Behavioral Health Visits* project requires collaboration and co-location to ensure persons with a known or suspected mental health and/or substance use disorder, or who exhibit behaviors of community concern, are identified, assessed, receive care, and, when appropriate are referred to *[the Agency]* or other appropriate facility a manner consistent with the persons' clinical needs. *[The Hospital]* and *[the Agency]* will work together in coordinated processes that address the safety of the individual and the community

*[The Agency]* and *[the Hospital]* will facilitate the development of agreed local interagency operational protocols. Existing policies, procedures and protocols will be reviewed for quality, accessibility, and merit. Protected Health Information will be collected and maintained in compliance with the confidentiality regulations outlined in the federal Health Insurance Portability and Accountability, CFR-42 Part 2 and other applicable state and federal laws. Additional policies, procedures and protocols will be developed and enacted to help assure the success of the project and manage workflow.

The following duties are associated with *Reducing Emergency Department Behavioral Health Visits*.

### [THE AGENCY]'S EXPECTATIONS AND OBLIGATIONS

- *[The Agency]* clinical staff will work collaboratively with *[the Hospital]* staff to participate in triage services for in all non-emergent cases in which an individual presents to *[the Hospital]* for mental health and/or substance use services. *[The Agency]* staff will determine appropriateness for community-based care and make all referrals or arrangements for timely care.
- *[The Agency]* will participate in the development of the interagency operational protocols.
- *[The Agency]* will provide a report to the *[the Hospital]* on the changes made to available behavioral health services at *[the Agency]* that directly addresses the preventable emergency department visits occurring at the *[the Hospital]*.

### [THE HOSPITAL]'S EXPECTATIONS AND OBLIGATIONS

- *[The Hospital]* has a core responsibility to provide behavioral health triage, risk assessment, mental health/substance use assessment, care and behavioral management for people experiencing a crisis and present a risk of danger to themselves or others. *[The Hospital]* staff will involve the co-located clinical staff member from *[the Agency]* in triage services for in all non-emergent cases to determine appropriateness for community-based care.
- *[The Hospital]* will participate in the development of the interagency operational protocols.
- *[The Hospital]* will assume primary responsibility for security of persons seeking care while on *[the Hospital]* premises, unless there are serious by *[the Hospital]* risks to the safety of patients or the public that are unable to be managed.
- *[The Hospital]* will assist *[the Agency]* in gaining access to information held by the *[The Hospital]* that will aid in the completion of this project inclusive of allowing a staff member from *[the Agency]* to be present and work alongside the *[The Hospital]* staff.
- *[The Hospital]* will provide office space for one clinical staff member of *[the Agency]* at a discounted rate to include the space, telephone, use of other office equipment, such as a copier, and internal access.

### THE PARTNERS HEREBY AGREE TO THE FOLLOWING:

The partners will provide one another with the following:

- access to information
- [technical] specifications
- notifications of any changes that impact the original agreement, such as change in personnel or integrity of the project, such as data breaches

## EFFECTIVE DATES

*[The Agency]* is entering into this Agreement on this 13th day of March, 2020 [the “Effective Date”] with the *[the Hospital]*. This MOU shall remain in effect for a term of one year from the Effective Date hereof. This Agreement replaces all previous negotiations, communications, and correspondence including the previous Agreement between these partners that was effective from November 29, 2018 to March 30, 2020.

If one partner determines that they want to terminate the agreement early, that partner must provide the other partner with at least six [6] months’ notice and continue to work on the scope of work for the duration of that time.

## AUTHORITY

Representatives of *[the Agency]* and *[the Hospital]* are designated to participate in a project working committee. A table containing the names of these representatives can be found in the attachments to this MOU. The representatives have clear authority to represent their respective entities to provide expertise, provide information in a timely manner, participate in meetings, and review and approve project policies, procedures and documents as needed.

*[Name of signature authority]* for *[the Agency]* and *[name of signature authority]* for the *[the Hospital]* are authorized to collaboratively make final decisions that impact the Reducing Emergency Department Behavioral Health Visits project directly or the overall terms of this MOU.

If for any reason a section of this agreement is found to be are invalid or unable to be implemented, the partners shall renegotiate the agreement, as needed, to maintain the integrity of the project’s purpose and scope and services.

## RESOURCES

*[The Hospital]* will allow *[the Agency]* to review files and meet with willing individuals to identify how access to services can be effectively improved to benefit the community. There will be no additional fee for these services, even if photocopies are required to complete the task. Any photocopies of records that leave the premises of *[the Agency]* or the *[the Hospital]* must be redacted for confidentiality.

The partners involved in this agreement may not use any other partner’s name, logo, or trademark without prior written approval from that partner.

## ADDRESS CONCERNS

*[The Hospital]* anticipates that by working with *[the Agency]* there will be community concerns about perceived conflicts of interest. To address these concerns, both the *[the Hospital]* and *[the Agency]* will provide disclosure statements identifying any conflict the partners may have in participating in this project or working with the other partner involved.

## MONITORING ACTIVITIES

*[The Agency]* and *[the Hospital]* will meet once every quarter to review the progress on the project and discuss any concerns that arise. *[the Agency]* and *[the Hospital]* will review the projected activities and time frames for the remainder of the *Reducing Emergency Department Behavioral Health Visits* project and determine if any changes need to be made to the project’s activities, time frames, or goals.

## DISCLAIMER

*[The Agency]* and *[the Hospital]* will each be responsible for its own acts and the results and shall not be responsible for the acts and results of the other party. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees, for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents or employees under this MOU, and for any loss, cost, damage, or expense resulting at any time from any and all causes due to any act or acts, negligence, or the failure to exercise proper precautions while conducting activities pursuant to this MOU.

## RESOLUTION OF DISPUTES AND CONFLICTS OF INTEREST

Procedurally, in the event of a dispute or conflict of interest arising out of or relating in any way to this MOU, the complaining partner shall notify the other partner in writing thereof. Within thirty (30) days of such notice, management level representatives of both partners shall attempt to resolve the dispute in good faith.

## FINAL AUTHORIZATION

IN WITNESS WHEREOF, these partners hereto have executed two (2) copies of this instrument, each of which shall be considered an original including a document in facsimile or portable document format (PDF).

### AGREED:

---

[Agency Signatory], [*the Agency*]                      Date

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[Partner Signatory], [*the Hospital*]                      Date

## APPENDIX D. RESOURCES

### **Collaboration Toolkit: Creating an MOU**

Colorado Nonprofit Association [2013].

<https://anschutzfamilyfoundation.org/wp-content/uploads/2016/04/MOU-toolkit-MAIN.pdf>

### **National Center on Child Welfare and Substance Abuse: In-Depth Technical Assistance for Cross-System Collaboration (sample MOUs)**

<https://ncsacw.samhsa.gov/technical/idta.aspx?view=table&cid=6>

### **National Council for Behavioral Health: Sample Care Coordination Agreement**

[https://www.thenationalcouncil.org/wp-content/uploads/2016/05/Doc\\_4.pdf?dof=375ateTbd56](https://www.thenationalcouncil.org/wp-content/uploads/2016/05/Doc_4.pdf?dof=375ateTbd56)

### **Substance Abuse and Mental Health Services Administration (SAMHSA): Sample Partnership Agreement**

[https://www.samhsa.gov/sites/default/files/programs\\_campaigns/samhsa\\_hrsa/partnership-agreement.pdf](https://www.samhsa.gov/sites/default/files/programs_campaigns/samhsa_hrsa/partnership-agreement.pdf)

### **Substance Abuse and Mental Health Services Administration (SAMHSA): Identifying and Involving Local Program Partners**

<https://www.samhsa.gov/childrens-awareness-day/resources/program-partners>

### **Partnerships: Frameworks for Working Together**

CCF National Resource Center [2007]

<https://www.acf.hhs.gov/sites/default/files/ocs/partnerships.pdf>

## ENDNOTES

- <sup>1</sup> Institute of Medicine (US) Committee on Crossing the Quality Chasm: Adaptation to Mental Health and Addictive Disorders (2006). *Improving the Quality of Health Care for Mental and Substance-Use Conditions: Quality Chasm Series*. Washington [DC]: National Academies Press [US]. Available from: <https://www.ncbi.nlm.nih.gov/books/NBK19816/>
- <sup>2</sup> NEO Law Group (2015). *Nonprofit collaborations: The structural options*. Retrieved from <https://nonprofitlawblog.com/nonprofit-collaborations-structural-options/>.
- <sup>3</sup> Colorado Nonprofit Association (2013). *Collaboration Toolkit: Creating an MOU*. Retrieved from <https://anschutzfamilyfoundation.org/wp-content/uploads/2016/04/MOU-toolkit-MAIN.pdf>