

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into effective as of the date last executed below by and between **Florida Health Sciences Center, Inc.**, a Florida not-for-profit corporation, d/b/a **Tampa General Hospital (“TGH”)**, serving as a **Behavioral Health Hub (“BHH”)** participating in the **Florida Pediatric Mental Health Collaborative (“FPMHC”)** (hereinafter referred to as **“TGH BHH”**), and _____, a primary care provider serving as an **Enrolled Behavioral Health Participant** (hereinafter referred to as **“BHH Participant”**).

1. Purpose

To provide Behavioral Health Hub (BHH) Services to BHH Participants and Clients to increase access to and improve the quality of pediatric Behavioral Health Services in Florida.

2. Definitions

1. Definition of Terms:

- a) **TGH BHH’s Services:** Includes providing skill-building training, technical assistance, consultation services, resources, and Care Coordination Services when appropriate.
- b) **Behavioral Health Licensed Physician:** A board-certified child psychiatrist or developmental behavioral health pediatrician who specializes in the diagnosis and treatment of behavioral or mental health issues affecting Clients and provides consultation services to Clients as needed.
- c) **Behavioral Health Professional:** A health care practitioner or social and human services provider who offers services for the purpose of improving an individual’s behavioral health condition.
- d) **Behavioral Health Resources:** Something that can be used to source, supply, or support the behavioral health condition or need.
- e) **Behavioral Health Services:** Services or treatments to help support the mind and body for people with behavioral health conditions.
- f) **Care Coordination Services:** Includes organizing client care activities and sharing information among all participants concerned with a client’s care to achieve safer and more effective outcomes. The main goal of Care Coordination is to meet clients’ needs and preferences in the delivery of high-quality, high-value health care.
- g) **Care Coordinator:** A trained health professional that helps to manage a client’s care.
- h) **Client:** A child or young adult, from birth to 21 years of age, and their parent or legal guardian, referred from a BHH Participant to the TGH BHH for a behavioral health need.
- i) **Extension for Community Health Care Outcomes (ECHO):** An evidenced based training model built on a core principle of case-based learning, wherein clinicians and healthcare providers from various practice sites attend a teleconference meeting hosted by a central “hub” team to present individual cases, consult with a multidisciplinary team of specialists, and learn from cases presented by other providers.

3. TGH BHH Responsibilities

- a) Develop with the BHH Participant a Behavioral Health Integration Practice Transformation Plan (“Transformation Plan”) that outlines the expectations to participate in the TGH BHH and clinical process flows and communication methods for the BHH Participant to refer applicable clients for integrated Behavioral Health Services within 150 calendar days of MOU execution. Update the Transformation Plan as needed and at least once annually, starting within one year of implementation of the Transformation Plan, to address any newly identified training needs or strategies required to ensure the BHH Participant’s successful practice of integrated Behavioral Health Services Transformation Plan.
- b) Capacity for scheduled telephonic and televideo consultations Monday through Friday, excluding state of Florida holidays, during the hours of 8 AM and 5 PM, initiated upon a BHH Participant's request, based on either systematic screening and/or indicated concerns about a client. All consultations will be performed by a Behavioral Health Licensed Physician or a Behavioral Health Professional. TGH BHH to provide BHH Participant with appropriate HIPPA compliant Client medical records for consultative services rendered to maintain continuity of care inclusive of all referrals made to Behavioral Health Resources.
- c) Measure Client satisfaction with Behavioral Health Services delivered by the TGH BHH and BHH Participants. Administer client satisfaction survey to Clients one month after their referral to the TGH BHH; and at least every six months while receiving TGH BHH’s Services, or prior to discharge from the TGH BHH, if discharge does not coincide with the six-month interval.
- d) Support of indicated (as needed for assessment and consultative purposes) and systematic (all clients in a particular group during well visits) standardized mental health screening.
- e) Provide BHH Care Coordination Services inclusive of Client referrals to Behavioral Health Resources.
- f) Provide training and educational sessions (ECHO) and materials for BHH Participants related to the management of common pediatric behavioral health problems or behavioral health topic(s) of BHH Participant’s identified needs.
- g) At a minimum, conduct quarterly technical assistance sessions via Zoom.

4. BHH Participant Responsibilities

- a) Provide the TGH BHH on a quarterly basis with a complete roster of primary care providers who refer to the TGH BHH for consultative services.
- b) Complete Enrolled Provider Skills Assessment Tool within 30 days of signed MOU, and upon request made by TGH BHH.
- c) Assist the TGH BHH in development of Transformation Plan within 150 calendar days of MOU execution.
- d) Participate in scheduled Skill-Building Modules, at least one per quarter, and complete Training Satisfaction Survey immediately following each session.
- e) Complete the Provider Satisfaction Survey 3 months from date of signed MOU and upon request made by TGH BHH if utilizing the TGH BHH’s consultative services.

- f) Screen Clients referred for consultative services using agreed upon screening tools.
- g) Send consultative requests based either on positive screen results or more immediate presenting problems presented by a client or family, with requested documentation including:
 - Referral-Staffing Form
 - Signed Patient Consent and Authorization
 - Signed Patient Release of Information (ROI)
 - Mental Health Background Form
 - Pediatric Symptom Checklist-17 (PSC-17)
 - Clinical note related to presenting problem
- h) Partake in telephone consultations (Doc-Doc) with the BHH Behavioral Health Licensed Physician and/or Behavioral Health Professional for discussion and management recommendations.
- i) Receive feedback on treatment recommendations, options for
 - The BHH Participant continues to treat the child using TGH BHH recommendations and ongoing guidance (with the TGH BHH continuously available for consultation),
 - The TGH BHH provides intermittent follow-up along with the BHH Participant, or
 - Specialty psychiatric referral with BHH Participant input.
- j) Assist in administering and providing the TGH BHH with completed Client Satisfaction Surveys.
- k) At a minimum, attend quarterly technical assistance sessions via Zoom.
- l) Enter into Business Associate Agreement to share records and other Protected Health Information.
- m) Agree to share de-identified aggregate information on patients receiving behavioral health services in the practice not served by the TGH BHH.
- n) Retain all records and documents pertinent to the collaboration for a period of at least six years following the end date of collaborative relationship/MOU.

5. Term and Termination

This MOU automatically renews annually until the conclusion of TGH BHH's contract with the Florida Department of Health (DOH) under the FPMHC program. Either party may terminate this MOU with **30 days' written notice**, unless a shorter period is mutually agreed upon in writing.

6. Each Party Responsible

Each party to this MOU agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of employment or agency, and agrees to be liable for any damage resulting from said negligence.

Nothing in the MOU shall be construed as consent by a state agency, public body corporate, or political subdivision of the State of Florida to be sued except as permitted by Section 768.28, Florida Statutes.

7. No Third-Party Rights

This MOU shall not be construed as creating or giving rise to any rights in any third parties or any persons other than the parties hereto.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

9. Independent Contractors

The parties hereby acknowledge that they are independent contractors, and neither the TGH BHH nor any of its agents, representatives, students, or employees shall be considered agents, representatives, or employees of the BHH Participant. This Agreement shall not be construed as establishing a partnership, joint venture, or similar relationship. Each party shall be liable for its own debts, obligations, acts, and omissions, including the payment of all required taxes and benefits.

10. Compliance with Grant Terms

The BHH Participant understands that this Agreement is made possible by a grant (Contract Number CMCAR, the "Grant") from the Office of CMS Managed Care Plan and Specialty Programs to TGH. A copy of the Grant, as amended from time to time, will be provided upon request. The BHH Participant agrees to comply with all applicable terms of the Grant. In the event of a conflict between this Agreement and the Grant, the Grant shall control.

11. Public Records

The TGH BHH is subject to Florida's Public Records Law (Chapter 119, F.S.). The BHH Participant understands that public records related to this Agreement must be accessible unless exempt or confidential under law. This Agreement may be unilaterally canceled by TGH BHH for refusal to allow public access to such records.

12. Counterparts

This Agreement may be executed in multiple counterparts (including by facsimile or email), each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be considered originals.

13. Effect of the Memorandum of Understanding.

This MOU is a general statement of mutual understanding shared by the parties, and nothing in this MOU shall be construed as creating a binding legal relationship between the parties. No legal liability will arise in respect of any subject matter hereof.

IN WITNESS WHEREOF, the parties execute this MOU effective as of the day first written above.

BHH Participant

PRIMARY CARE PROVIDER: _____

PRACTICE ADDRESS: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Behavioral Health Hub (TGH BHH):

Tampa General Hospital, Behavioral Health Institute

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____