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Attorney/Client Privileged Document

LEGAL REVIEW FORM

On September 10, 2021, the County Attorney's Office reviewed the following:

21-SocSvc-100994

MOU Establish a care coordination agreement which outlines how Texana Center and Fort Bend County Social Services to refer and share information with

Comments:

This item is approved as to legal form provided that it is updated to reflect that the agreement is between Texana and Fort Bend County by and through the department. Departments do not have authority to be the contracting party. This is a standard edit for County legal documents.

Michelle L. Turner
General Counsel Division Chief

**CARE COORDINATION AGREEMENT
MEMORANDUM OF UNDERSTANDING
BETWEEN
TEXANA CENTER
AND
FORT BEND SOCIAL SERVICES**

This Care Coordination Agreement (the Agreement) serves to confirm the mutual understandings of **Texana Center**, a Community Mental Health Center (Texana), and **Fort Bend Social Services**, a referral partner (Partner) for those individuals who receive community-based mental health and/or substance use disorder services from Texana, in accordance with the terms set forth below. The purpose of this Agreement is to set forth the parties' understanding regarding their collaborative treatment planning and care coordination activities.

I. Referral Activities

1. Texana is committed to providing integrated and coordinated care across a spectrum of services in a manner that is both person-centered and family-centered, consistent with Section 2402(a) of the Patient Protection and Affordable Care Act (ACA), and with the requirements of the Texana CCBHC demonstration, as implemented by the Texas Health and Human Services Commission (HHSC).
2. Partner agrees to make and/or accept referrals to/from Texana in order to assist individuals in accessing needed services and resources. If accepting referral, Partner agrees to notify Texana if at any time it becomes unable to accept new referrals. Texana agrees to notify Partner of the same.

II. Care Coordination Processes

1. The parties will collaborate to conduct treatment planning and care coordination activities in a manner that is person and family-centered.
2. Texana agrees to provide initial screening, intake, and, as capacity permits, appropriate treatment to clients referred to Texana for the provision of community-based mental health and substance use disorder services, and to establish and maintain records of such individuals' healthcare.
3. If such screening and/or treatment indicate the need for referral to Partner for services, as determined in the sole discretion of Texana, consistent with requirements of privacy, confidentiality, and consumer preference and need, Texana will assist clients and/or their families to obtain an appointment with Partner. Texana will confirm with Partner that the appointment was kept, consistent with the Referral and Communication Protocol described below in Section II.5.
4. Texana will ensure that clients' preferences and those of their families, as applicable, for shared information will be adequately documented in the applicable clinical records, consistent with the philosophy of person and family-centered care. Texana will make

reasonable efforts to obtain necessary consent for release of information from clients of Texana.

5. Texana and Partner agree to coordinate care for individuals served, making/accepting timely referrals, incorporating consumer preferences and needs for care, allowing Texana and Partner to track clients and the services they receive, coordinating the transfer of medical records for services with appropriate consent, coordinating Texana's active follow-up and other activities necessary for effective management of care transitions.
6. Texana will make and document reasonable attempts to screen all clients who are referred for outpatient services within 24 hours and to schedule intake for individuals in need within 10 business days. Texana will make all reasonable efforts to respond to requests for mental health crisis within 1 hour of request. For all Texana clients who present as a potential suicide risk, Texana will provide crisis intervention services, emphasizing smooth transitions to and from emergency department care or psychiatric hospitalization, as indicated. Texana will coordinate consent and follow-up services with the client within twenty-four (24) hours of discharge, which shall continue until the individual is linked to services or assessed to be no longer at risk.
7. Texana and Partner agree that, to the extent that clients receive care from either Party pursuant to this Agreement, such individuals are considered clients of the Party furnishing the services. Accordingly, each Party agrees to be solely responsible for billing and collecting all payments for such services from appropriate third party payors, funding sources, and, as applicable, clients, observing the Party's customary billing, collection, and discount/charity care policies.
8. Texana and Partner agree that each Party shall be responsible for training and competencies of staff employed by the Party and meet all requirements of their respective state laws, statutes, and other standards including but not limited to licensing.

III. Insurance and Liability

1. Texana and Partner represent and warrant that each Party and its clinicians providing services hereunder are covered by a professional liability insurance policy (malpractice, errors, and omissions) that provides sufficient coverage against professional liabilities that may arise from acts or omissions in connection with or related to the Services that the Party furnishes under this Agreement.

IV. Assurance of Patient and Clinician Choice

1. Texana and Partner acknowledge and agree that all health and health-related professionals employed by or under contract with either Texana or Partner retain sole and complete discretion, subject to any valid restriction(s) imposed by participation in a managed care plan and consistent with Section II above, to refer clients to any and all providers who best meet the medical needs of such clients.

2. Texana and Partner acknowledge that all clients have the freedom to choose (and/or request referral to) any provider of services, and the parties will advise clients of such right, subject to any valid restriction(s) imposed by participation in a managed care plan.
3. Texana and Partner acknowledge and agree that they have freely negotiated the terms of this Agreement and that neither Party has offered or received any inducement or other consideration in exchange for entering into this Agreement. Nothing in this Agreement requires, is intended to require, or provides payment or benefit of any kind (directly or indirectly) for the referral of individuals or business to either Party by the other Party, subject to Section II above.
4. Texana and Partner remain separate and independent entities. No provision of this Agreement is intended to create, nor shall any provision be deemed or construed to create, a relationship between the parties other than that of independent contractors. Texana and Partner retain the authority to contract or affiliate with, or otherwise obtain services from, other parties, on either a limited or a general basis.

V. Term and Termination

1. The term of this Agreement shall commence on June 1, 2021, and will remain in effect until terminated by either party.
2. This Agreement may be terminated, in whole or in part, at any time upon the mutual agreement of Texana and Partner.
3. Either Texana or Partner may terminate this Agreement without cause upon ninety (90) days prior written notice to the other Party.
4. This Agreement may be terminated for cause upon written notice by either Texana or partner. "Cause" shall include, but is not limited to when the life, health, welfare, or safety of individuals served or its employees is endangered or could be endangered either directly or through the Parties willful or negligent discharge of its duties under this Agreement.

VI. Privacy and Confidentiality of Consumer Information

1. Texana and Partner will coordinate care, as set forth in this Agreement, in a manner that complies with privacy and confidentiality requirements, including but not limited to those of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Pub. L. No. 104191, 110 Stat. 1936 (1996)), 42 CFR Part 2, and other federal and state laws, including privacy requirements specific to the care of minors.
2. Each Party agrees it shall request clients' consent for disclosure of their health information, in accordance with state and federal law and regulations. Each Party shall follow clients' preferences for shared protected health information, consistent with the philosophy of person and family-related consent.
3. This Section VI shall survive termination of this Agreement.

Fort Bend Social Services

Texana Center

KP George
Fort Bend County Judge



George Patterson
Chief Executive Officer

Date: _____

Date: June 10, 2021