

Memorandum of Understanding (MOU)
Referral Agreement with Harsha Behavioral Center and Hamilton Center Inc. (HCI)

This MOU ("MOU" or "Agreement"), entered into (September, 2020) between Hamilton Center Inc. ("HCI") and Harsha Behavioral Center of Vigo County ("Harsha") is in place to provide patients of Hamilton Center Inc. access to services outside those provided by Hamilton Center Inc. In addition, this document will serve as a referral agreement to ensure coordination and continuity of care.

Whereas, HCI is a community mental health center that will provide services as a CCBHC (Certified Community Behavioral Health Clinic) to patients in Vigo County, and there may be circumstances where patients need additional healthcare services that Harsha is willing and able to provide.

Goals:

The goal of this MOU is to provide a framework to ensure patients are provided optimal health care. This includes care that is timely, high quality and patient centered. In addition, this MOU is to improve collaboration, communication, coordination of services and continuity of care by supporting efficient communication of patient information among those on his/her treatment team. Lastly, this MOU helps to foster a healing relationship and patient engagement addressing the patient's whole health.

Expectations:

Harsha agrees to accept patients in need of medical detoxification services based on bed availability and admission criteria being met. Harsha and HCI agree to exchange information pertinent to the treatment plan of the patient while remaining within the confines and in compliance with any applicable State or Federal Laws and Regulations.

Quality of Care:

Harsha and HCI will provide services in a manner that is consistent with, at minimum, the prevailing standard of care and in the same professional manner and pursuant to the same professional standards as are generally furnished to all patients and in accordance with all relevant federal, state and local laws and regulations, including but not limited to non-discrimination laws.

Insurance:

Harsha and HCI each represent and warrant that they have adequate insurance coverage against professional liabilities that may occur as a result of services under this MOU. Each organization shall be responsible for its own acts or omissions and for any and all claims, liabilities, injuries, suits, demands and expenses of any kind which may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by that party or its employees, representatives in the performance or omission of any act or responsibility party under this MOU the entire time that this MOU is in effect.

Harsha and HCI both agree to hold the innocent or non-offending party harmless for any acts or omissions and for any and all claims, liabilities, injuries, suits, demands and expenses of any kind which may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by that party or its employees or representatives in the performance or omission of any act or responsibility party under this MOU for the entire time that this MOU is in effect.

Compensation:

Nothing in the MOU requires, is intended to require or provides payment or benefit of any kind directly or indirectly for the referral of individuals or businesses to either party by the other party. Patients and/or their third party payers will be billed for services in accordance with the established policies of each organization. The patient will have the responsibility for any co-pays or deductibles, unless arrangements are otherwise made between the patient and organization.

Confidentiality:

The Parties (and their directors, officers, employees, agents and contractors) shall maintain the privacy and confidentiality of all information regarding the personal facts and circumstances of their patients in accordance with all applicable federal and state laws and regulations (including but not limited to the Health Insurance Portability and Accountability Act and its implementing regulations. The Parties shall not use or disclose patient information, other than as permitted or required by this MOU for the proper performance of ~~duties and responsibly hereunder.~~ The Parties shall use appropriate safeguards to prevent use or disclosure of patient information other than as provided under this MOU. These safeguards, once agreed upon, will be written and signed by both parties.

Renewal/Termination:

This MOU will automatically renew for successive terms of one year unless either Party terminates in writing. The MOU may be terminated by either Party without penalty or cause by giving written notice to the other party. Termination of this MOU will be effective thirty (30) days after written notice has been delivered to the other party.

Relationship of Parties:

The Parties are and shall remain separate and independent entities. Neither Party shall be construed to be the agent, partner, co-venture, employee or representative of the other.

Representations and Governing Law:

(a) This MOU sets forth the complete and sole agreement between the parties regarding the subject matter addressed in this document and supersedes any and all other agreements or understandings whether oral or written regarding the subject matter addressed in this document. This MOU may not be changed, amended, modified or altered except upon the express written consent of both HARSHA and HCI.

(b) If any provision of this Agreement is held invalid, void or voidable as against public policy or otherwise the invalidity will not affect other provisions which may be given effect without the invalid provision. To this extent the provisions of this Agreement are declared to be severable. The language of all parts of this Agreement will in all cases be construed according to its fair meaning and not strictly for or against either of the parties.

(c) This Agreement and any claims arising out of this Agreement will be governed by and construed in accordance with the laws of the State of Indiana without giving effect to the principles of conflicts of laws of Indiana. Any claims or legal actions by one party against the other will be commenced and maintained in a state court in Indiana.

(d) The parties may not assign any of their rights or delegate any of their duties under this Agreement.

Effective Date:

This Agreement is effective as the 22nd day of Sept, 2020.

Name of Organization:

Hamilton Center, Inc.

Name of Organization:

Harsha Behavioral Center

Name/title of Authorized Representative:

Melvin L Burks

Name/title of Authorized Representative:

Holly Near

Signature:

MELVIN L BURKS

Signature:

Holly Near, CAO

9/25/20

9/22/20

Date:

Date:

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