**DESIGNATED COLLABORATING ORGANIZATION AGREEMENT**

This Designated Collaborating Organization Agreement (“Agreement”) is entered into and effective this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 202\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“CLINIC”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“DCO”).

**RECITALS**

WHEREAS, CLINIC is a health care provider organization that provides and arranges for a full continuum of services in order to be certified and operate as a Certified Community Behavioral Health Center (“CCBHC”) under federal and state legal and regulatory requirements; and

WHEREAS, DCO is certified by the State of Indiana as a community mental health center and provides comprehensive behavioral health and primary medical care services in \_\_\_\_\_\_\_\_\_\_\_\_\_ Indiana with a principal office in \_\_\_\_\_\_\_\_\_\_\_ County; and

WHEREAS, CLINIC and DCO desire to cooperate and collaborate with respect to the operation of a CCBHC by CLINIC and the treatment of individuals in a person- and family-centered manner in accordance with the quality, operational and regulatory requirements for a CCBHC under federal and state law.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. **Scope of Services.** The parties agree to work together in good faith to develop and implement coordinated services for the operation of the CCBHC by CLINIC. The services to be provided by DCO are set forth on Exhibit A, attached hereto and incorporated herein (the “DCO Services”). It is understood and agreed that DCO provides medical and behavioral health services by licensed and non-licensed clinicians who will be exercising independent medical judgment in the services provided under this Agreement. It is further expected that the parties will cooperate on a continuing basis with respect to the development, implementation and periodic review of various clinical practice protocols that will be developed collaboratively between the parties to reflect evidence-based practices designed to result in person- and family-centered care. The services to be provided under this Agreement will be provided at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**[ Registered as CCBHC and DCO patients**

**Cultural competency standards**

**Timeliness standards**

**CCBHC’s grievance procedures ]**

1. **Licenses and Permits.** At the commencement of this Agreement, and during its Term, CLINIC will secure and maintain any licenses, permits, and certifications as may be required under federal, state or local laws, rules and regulations with respect to its operation of the CCBHC. CLINIC shall also ensure that all of its employees and agents maintain all licenses, permits and certifications as may be required by federal, state or local laws, rules and regulations to permit them to provide the DCO health services as part of the CCBHC and as may be required in serving patients outside of the CCBHC.
2. **Term.** The initial term of this Agreement (the “Initial Term”) shall commence upon Execution Date and extend for \_\_\_\_\_\_ (\_\_\_) years from the initial operation of the CCBHC (the “Effective Date”). The Initial Term shall be automatically extended for successive annual terms of one (1) year each (with each year an “Extended Term”) unless this Agreement is terminated by either party in accordance with its terms.

Thirty days prior to the expiration of annual period, the parties shall meet to discuss the ongoing operations and budget and performance issues and strategic goals for the CCBHC. In the event that one party, in its reasonable discretion, determines that the other party has not adequately performed to meet the established goals and objectives for that prior period, then the party shall provide a notice of dissatisfaction as part of the process for establishing goals and objectives for the next annual period. In the event that the dissatisfied party, in its reasonable discretion, determines that the other party is still not meeting or pursuing the goals and objectives during the sixty (60) days following such notice, then either party may give written notice of termination without cause upon sixty (60) days’ notice. After the Initial Term, either party may terminate this Agreement without cause upon ninety (90) days’ written notice.

A non-defaulting party shall have the right to terminate this Agreement following written notice to the other party, with such notice describing the alleged breach or default of a material provision under this Agreement. The alleged defaulting party shall have thirty (30) days within which to cure the alleged breach or default to the satisfaction of the non-defaulting party. If the breach or default has not been satisfactorily cured, the non-defaulting party may give written notice of at least thirty (30) days of termination. Such right to terminate this Agreement shall be in addition to any other remedy to the non-defaulting party, in law or in equity, on account of any such breach or default.

This Agreement may be terminated at any time, including immediately, in the event that a party fails to maintain the insurance requirements hereunder, is charged with a criminal offense that would affect its ability to continue participation in the Medicaid program or to operate or participate in the CCBHC, or if any material license or certification is suspended, revoked or disciplined in any manner that materially affects the party’s ability to continue participating in the CCBHC.

This Agreement may also be terminated at any time by mutual agreement of the parties.

1. **Insurance.** During the term of this Agreement, both parties, at their sole cost and expense, shall maintain and keep in force professional liability insurance, including the payment of any surcharge, in an amount as may be required under the Indiana Medical Malpractice Act in order to maintain qualified provider status under the Act for itself and all of its health care providers, employees and agents providing services at or related to the CCBHC. During the term of this Agreement, CLINIC, at its sole cost and expense, shall also maintain and keep in force General Liability insurance with a coverage of a minimum $1 million per occurrence, $3 million aggregate covering claims for personal injury, death, or property damage at or arising out of the CCBHC.
2. **Indemnification.** Each party shall indemnify, hold harmless and defend the other party and its respective officers, directors, members and employees from and against any and all liability, loss, damage, claim, causes of action, and expenses (including reasonable attorneys' fees), caused, directly or indirectly, by or as a result of the performance of any intentional acts, negligent acts or omissions by the indemnifying party and its members, employees, or agents during the term of the Agreement and arising out of the services provided or to be provided under the Agreement.
3. **Patient Records.** As the certified CCBHC, CLINIC shall be responsible for maintaining the health records in accordance with state and federal laws and regulations with respect to any and all services as part of the CCBHC. The parties shall cooperate and act in accordance with any documentation requirements and confidentiality requirements in addition to CLINIC policies and procedures with respect to the documentation, confidentiality, security, maintenance and production of the CCBHC health records. DCO shall be responsible for maintaining the health records it generates with respect to its DCO services in accordance with state and federal laws and regulations with respect to any and all services as part of the CCBHC.

Upon termination of this Agreement, each party shall retain copies of its respective records (including all supporting documentation, including any documentation as may be required by any regulatory, accreditation or third-party payor). Each party shall ensure that its document retention policies apply for retaining a copy of its records as described herein for a period of at least ten (10) years from the date of service, with appropriate arrangements to secure records beyond that period when required for purposes of responding to, defending or pursuing an identified risk or other triggering event. Each party shall make its records available to the other party as reasonably requested for ordinary or reasonable business purposes, subject to any state or federal requirements for the sharing or production of such records.

**[ Access to records**

**Reporting obligations ]**

1. **Confidentiality.** The parties agree to maintain all information relating to the business of the other party and the CCBHC, including, but not limited to business and financial methods and practices, pricing and marketing techniques, and file or database material which came into their possession in a confidential manner relating to their collaborative relationship in the establishment and operation of the CCBHC. Upon termination of this Agreement, the parties agree to return all confidential and proprietary information to the other as soon as practicable. The parties also agree that, to the extent necessary, they will establish a business associate relationship and execute a business associate agreement to the extent required under federal law.
2. **Compliance.** Each party agrees that it will comply in all material respects with all federal and state mandated regulations, rules or orders applicable to the confidentiality, privacy and security of health information and records. The parties further agree that they will comply in all material respects with all federal and state mandated regulations, rules or orders with respect to the operation of the CCBHC and any behavioral health and medical services as may be provided by the parties. It is also the intent and good faith belief of the parties that this Agreement complies with any state or federal anti-kickback statute and regulations and pronouncements, as well as any other state or federal regulatory compliance standard as may be applicable to the operation of the CCBHC, participation as a Medicaid provider, or as a health care professional. If it is reasonably deemed by either party that any term of this Agreement, or the absence of any term from this Agreement, may violate a statute, regulation or pronouncement, then the parties shall, in good faith, renegotiate the problematic or absent provision to the mutual satisfaction of the parties. In the event the parties are not able to mutually agree on a modification, then either party may terminate this Agreement upon thirty (30) days’ written notice.

**[ Background checks and excluded parties – updates**

**Incident reporting to CCBHC and DCO ]**

1. **CLINIC Policies and Procedures.** The parties agree that CLINIC shall establish policies, procedures and protocols for the operation of the CCBHC and the necessary medical and behavioral health services provided to patients through the CCBHC. Both parties agree to cooperate in good faith with respect to compliance with those policies and procedures and protocols.

**[ CCBHC-specific policies and and procedures**

**CCBHC professional standards and qualifications**

**CCBHC compliance program and protocols ]**

1. **No Obligations for Referrals.** This Agreement is not intended to create a relationship between the parties beyond the efficient and effective operation of the CCBHC, nor is it intended to impose, directly or indirectly, any obligation or expectation of referrals between the parties beyond the services to be provided as part of the CCBHC. Both parties shall exercise their independent judgment in making any decision or recommendation regarding treatment alternatives outside of the CCBHC for patients respectively treated within or outside of the CCBHC.
2. **Billing and Collection for CCBHC Services.** CLINIC shall be responsible for seeking payment for all CCBHC Services in a commercially reasonable manner from public or commercial third party payors or from self-pay patients. All receivables and collection shall be the sole property of CLINIC, and DCO shall assign any rights it may have to receive payment of such receivables and collection for CCBHC Services to CLINIC. The parties agree to cooperate with one another in fully pursuing any and all audits, appeals of denied claims, appeals of determinations of overpayment, and request for documentation or information by any third party payor.
3. **Payment for CCBHC Services.** In consideration for the DCO Services as part of the CCBHC under this Agreement, CLINIC agrees to pay DCO in accordance with the schedule set forth in Exhibit B.

**[Commercial reasonableness and fair market value**

**Procedures for billing and claim satisfaction]**

1. **Nondiscrimination.** Neither party will discriminate against any employee, patient or contractor in the provision of services under this Agreement or through the CCBHC based upon that individual’s race, color, religion, gender, disability, national origin, ancestry, age, military service status, sexual orientation, genetic information or any other characteristic or status protected by federal, state or local law. The parties affirm that they are equal opportunity employers and will comply with all applicable federal, state, and local laws, regulations and applicable executive orders.
2. **Assignment.** Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without the prior written consent of the non-assigning party.
3. **No Partnership or Agency.** Neither party shall be authorized to act on behalf of the other party except with respect to the operation of the CCBHC by CLINIC. This Agreement is not intended to create any partnership or joint ownership or joint venture between the parties, but rather simply establishes a basis upon which independent contractors shall carry out their respective duties arising out of and relating to the CCBHC in an efficient manner that does not exercise control or direction over the specific methods by which the other party shall perform its work or render or perform its professional services and functions.
4. **Non-CCBHC Services.** DCO provides comprehensive behavioral health services and medical care services in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Indiana, and may provide such services outside of the CCBHC program to CCBHC and non-CCBHC patients. DCO shall be exclusively responsible for the delivery, billing and collection for any such services, and the parties understand and agree that such services are not intended to be covered by this Agreement. The parties do not intend to impose any obligation or expectation of referrals between the parties with respect to such non-CCBHC services, and any relationship between the parties with respect to such services shall be provided on fair market value and commercially reasonable terms and conditions as may be separately agreed upon.
5. **Further Assurances.** Each party shall, from time to time, upon request by the other party, execute such additional documents and provide such information as may reasonably be required to effectuate the purposes of this Agreement. The parties also agree to meet from time to time, and upon either parties’ reasonable request to discuss the reasonable needs and/or concerns of the other parties.
6. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the subject matter associated with the performance by DCO as a Designated Collaborating Organization for CLINIC’s CCBHC. It supersedes any prior agreement, discussion or understanding among the parties, and this Agreement may not be modified or amended in any manner except in writing signed by both parties.
7. **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, the parties have executed this Designated Collaborating Organization Agreement to be effective as of the date first written above.

**CLINIC** **DCO**

By: By:

Printed: Printed:

Title: Title:

**Exhibit A**

**Designated Collaborating Organization Services**

**Exhibit B**

**Schedule for Payment of DCO Services**