

## Integrating Mental Health and Primary Care Services Partnership Infrastructure Checklist

### Decision Guide

Use the following questions to determine what general model best describes the collaboration: formal requiring a contract, formal requiring at least a Memorandum of Understanding (MOA) but not necessarily a contract, or strictly informal, requiring no written document. The number in parentheses indicates which checklist items should be considered now.

Does either partner have a funder or other regulatory authority that requires a contract or MOA as evidence of collaboration?

No ↓ Yes → Contract/MOA (1-2)

Is the collaboration in an early stage of development that involves dialogue, planning and analysis, and/or due diligence, but requires *no substantive changes* in how either partner does business?

No ↓ Yes → Informal (1)

Will the planned collaboration involve only redesigns of existing processes that would have a neutral or positive impact on both partners if the collaboration falls through?

No ↓ Yes → Informal (1)

Is there a history of distrust between the partners as organizations or among partners' staff, or is controversy, conflict, or heavy politics likely given either the partners' history together or the local community environment?

No ↓ Yes → Contract/MOA (1-2)

Will the collaboration involve locating one partner's services/staff in the other partner's site?

No ↓ Yes → Contract/MOA (1-2)

Will the planned collaboration generate new revenues that could be utilized by either partner (e.g., third-party reimbursements rather than grant funds available to only one partner)?

No ↓ Yes → Contract/MOA (1-2)

Will the planned collaboration require either partner to:

- make new/additional commitments to funders or other authorities;
- become subject to new/additional liability, laws, or regulations;
- or incur new costs (e.g., more uninsured patients/visits, raise new funds, add staff, add site), even if those costs are expected to be covered (e.g., by FQHC Incubator and/or BPHC funds)?

No ↓ Yes → Contract/MOA (1-2)

If either partner terminated the agreement, could both partners' operations continue and obligations be met without any negative impact?

No ↓ Yes → Informal (1)

Contract/MOA (1-2)

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		Not Applicable	Finalized (Date Complete)	Under Discussion	Not Yet Addressed	Next Action Steps
<b>I. GENERAL</b>						
1	• Use of partners' names (how partners will publicize the services sponsored by the partnership)					
1	• Designated primary and backup contact person and contact method(s) for each organization involved					
1	• Role of each partner's governance body in the agreement development, approval, and monitoring process					
2	• General statement of the agreement's purpose					
2	• Partners' affiliation and legal status					
2	• Period of agreement					
2	• Contract amendments, renewal, and termination procedures					
2	• Compliance with local, state, and federal regulations and policies, including how notices of compliance are maintained and how any non-compliance that occurs is communicated					
2	• Conflict of interest statements, including definition of conflict of interest and prohibited activities					
2	• Signatures of key parties and date of signing (usually at the end of the document)					
2	• Travel policies					

Adapted with thanks from the National Child Care Information and Technical Assistance Center Quilt Project's *Partnership Checklist* and *Fiscal Management Checklist for Partnerships*

		Not Applicable	Finalized (Date Complete)	Under Discussion	Not Yet Addressed	Next Action Steps
2	<ul style="list-style-type: none"> <li>Malpractice and other liability insurance for each needed, including compliance with requirements for maintaining FQHC's Federal Tort Claims Act (FTCA) coverage (PIN 99-08 and PAL 09-05)</li> </ul>					
2	<ul style="list-style-type: none"> <li>Contract / Memorandum of Understanding / Letter of Agreement reviewed and approved by legal counsel</li> </ul>					
<b>II. SERVICES (NEW OR EXISTING)</b>						
1	<ul style="list-style-type: none"> <li>Agreement on priority health issues to focus on, supported by data</li> </ul>					
1	<ul style="list-style-type: none"> <li>Services to be provided</li> </ul>					
1	<ul style="list-style-type: none"> <li>Location of services</li> </ul>					
1	<ul style="list-style-type: none"> <li>Hours, days, weeks of operation (including holiday and weather closure policies)</li> </ul>					
1	<ul style="list-style-type: none"> <li>Each partner's role in service delivery, including patient/client intake, payment assistance eligibility determination, follow-up/recall, and ancillary/support services (client/patient and family education, specialty or emergency care, psychotropic and other medications, medical supplies, social services)</li> </ul>					
1	<ul style="list-style-type: none"> <li>Freedom of Choice "...to refer patients to any and all providers that best meet the health requirements of such patients."</li> </ul>					
1	<ul style="list-style-type: none"> <li>Referral process and communication back to referring partner</li> </ul>					
1	<ul style="list-style-type: none"> <li>Partner roles in emergency response, including patient emergency, site emergency, or public/community emergency</li> </ul>					
2	<ul style="list-style-type: none"> <li>Number of new/additional people to be served or encounters to be provided</li> </ul>					

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		Not Applicable	Finalized (Date Complete)	Under Discussion	Not Yet Addressed	Next Action Steps
2	• Staff job descriptions, including qualifications and work requirements					
2	• Supervision of staff					
2	• Role of non-supervisory partner in staff performance appraisal					
2	• Control of physical space where co-located services will be provided					
2	• Location and process of biohazard disposal and lab specimen pickup					
2	• Routine clinical quality assurance/improvement					
2	• Compliance with funder or regulatory mandates on required services					
2	• Risk management and adverse events (including client/patient complaints)					
2	• Partner roles in accreditation agency or funder audit process and site visits					
2	• For FQHC, BPHC approval for any change in Scope of Project (sites, services, providers, service area, target population)					
2	• For LMHA, DSHS approval of any change in Local Service Area Plan					
<b>III. SYSTEMS</b>						
<b>A. Planning and Decision-Making</b>						
1	• Role of each entity's decision-making bodies in planning and decision making					
1	• Formal (e.g., required mediation) or informal policy or procedure for resolving conflicts at the staff and/or governance levels					

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		Not Applicable	Finalized (Date Complete)	Under Discussion	Not Yet Addressed	Next Action Steps
1	<ul style="list-style-type: none"> <li>Collaborative, inclusive strategies involving partners' staffs, patients/clients, and patients'/clients' families and caregivers</li> </ul>					
2	<ul style="list-style-type: none"> <li>Items/actions needing prior approval (items a partner reserves the right to approve)</li> </ul>					
2	<ul style="list-style-type: none"> <li>Reconciliation of differing clinical or other protocols</li> </ul>					
<b>B. Communications and Data Sharing</b>						
1	<ul style="list-style-type: none"> <li>Sharing information for coordinated clinical care (paper-based or electronic. If electronic, agreement on standards).</li> </ul>					
1	<ul style="list-style-type: none"> <li>Type, frequency of meetings; meeting participants</li> </ul>					
2	<ul style="list-style-type: none"> <li>Sharing information for partnership administration and governance (quality, satisfaction, financial)</li> </ul>					
2	<ul style="list-style-type: none"> <li>Type and frequency of reports</li> </ul>					
2	<ul style="list-style-type: none"> <li>Use of technology, i.e., shared databases for tracking, e-mail communication, etc.</li> </ul>					
2	<ul style="list-style-type: none"> <li>Patient communications, including receptionist/phone/website responsibilities</li> </ul>					
2	<ul style="list-style-type: none"> <li>Family/parent/caregiver communications</li> </ul>					
<b>C. Recordkeeping and Documentation</b>						
2	<ul style="list-style-type: none"> <li>Recruitment (e.g., marketing/outreach), enrollment applications, and intake</li> </ul>					
2	<ul style="list-style-type: none"> <li>Client/patient and/or parental consent process including connection with external (HIPAA) Business Associates of each entity</li> </ul>					
2	<ul style="list-style-type: none"> <li>HIPAA compliance and Business Associate Agreements</li> </ul>					
2	<ul style="list-style-type: none"> <li>Ownership of patient/client chart</li> </ul>					

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		Not Applicable	Finalized (Date Complete)	Under Discussion	Not Yet Addressed	Next Action Steps
2	• Storage of records and access including use of shared EHR systems					
2	• Procedures for recording/tracking of services and follow-up					
<b>D. Partnership Agreement and Oversight</b>						
1	• Ongoing observation of partnership operations, review of records, written feedback, follow-up					
1	• Improvement initiatives (partners' obligations to each other when the partnership is not progressing as envisioned)					
2	• Notification procedures/follow-up on local, state, and federal monitoring/assessment					
2	• Compliance with applicable laws (e.g., Civil Rights, HIPAA, Child Abuse Reporting)					
2	• Post-termination agreements					
2	• Annual program self-assessments and other reviews					
<b>IV. FISCAL/RESOURCES</b>						
<b>A. General</b>						
2	• Selection of participants in the development and approval of the fiscal agreement (e.g., independent auditors, financial officers, governing bodies)					
2	• Process for reviewing and revising the fiscal agreement					
2	• Incorporation of details of the fiscal agreement into the partnership agreement/contract					
2	• Selection of and payment to third-party vendors (e.g., lab, medications, supplies)					
2	• Determination of which partner will have fiscal responsibility over which funding source					

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		Not Applicable	Finalized (Date Complete)	Under Discussion	Not Yet Addressed	Next Action Steps
2	• Provisions for dealing with partners' overlapping program and fiscal years					
2	• Process and timeframe for payments to partners, and how such payments are authorized					
2	• Conditions of payment, if any (e.g., enrollment, length of agreement, improvements, termination of agreement)					
2	• Allowable and non-allowable partnership expenses					
2	• Partnership expenditures that are allowable but require special authorization, if any					
2	• Cost allocation plan, if needed					
2	• Fiscal agreement addresses the following:					
	– Personnel costs (salaries, fringe benefits, and substitutes)					
	– Facilities (occupancy costs, utilities, telephone, license fees, taxes, maintenance, renovations)					
	– Insurance (indemnification, vehicle, staff, child, facility)					
	– Equipment as defined by the funding sources (e.g., any item costing more than \$5,000)					
	– Supplies (consumable and non-consumable)					
	– Transportation (fuel, maintenance, insurance, registration/ licensure fees)					
	– Staff development (required training, obtaining qualifications)					
	– Contracts for additional services (e.g., nutrition)					
	– Quality improvement					
2	• Partner responsibility for each of the above expenses and method of contributing to those costs					

		Not Applicable	Finalized (Date Complete)	Under Discussion	Not Yet Addressed	Next Action Steps
2	• Ownership and/or disposition of jointly purchased items if partnership ends					
2	• Provisions for loss of or reduction in external funding or third-party reimbursements					
2	• Partner responsibility for deficits (e.g., will one partner make the other “whole” in the event of deficits? How?)					
2	• Plans for sustainability (e.g., three-year pro-forma with detailed and defensible assumptions about expenses and income to include users/visits, payor mix, allowable CPT codes, payment rates, and collection rates)					
<b>B. Grant or Contract Funding Sources for Collaborative Activities</b>						
1	• Specific fiscal resources each partner brings to the partnership (including in-kind)					
1	• Partner/partnership plans to access additional funding and which partner will take the lead					
2	• Funds targeted and/or restricted for specific improvements (renovations, salary enhancements, quality issues)					
2	• Process by which partners will become familiar with the policies or rules of each funder pertinent to the partnership					
	– Restrictions and/or caps of each funder					
	– Match/in-kind requirements for each funding source, and how each partner will meet these requirements					
	– Requirements for multiple signatures on grant submissions					

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		Not Applicable	Finalized (Date Complete)	Under Discussion	Not Yet Addressed	Next Action Steps
<b>C. Third-Party Payor Revenues from Collaborative Services</b>						
2	• Partner responsibility for billing third-party payors for collaborative services provided					
2	• Retention/sharing of revenues from billing and client/patient co-pays, including (if applicable) how revenues are to be split and how often					
2	• Process for handling disallowances, denials, and discontinuation of benefits					
<b>D. Client/Patient Fees from Collaborative Services</b>						
2	• Client/patient fee (co-pay) collection schedules and policies of each partner, and which will apply					
2	• Process to inform clients/patients of fee collection policies					
2	• Provisions for collecting fees (including late fees), including which partner will collect those fees					
2	• Allowable and non-allowable uses of fees					
2	• Policy for handling non-payment of fees by clients/patients					
2	• Circumstances in which either partner may or must waive client/patient fees					
<b>E. Fiscal Reporting</b>						
2	• Legal agreements (if any) about sharing financial information					
2	• Partner responsibility for tracking and reporting partnership expenditures, revenues, and match requirements					
2	• Requirements for fiscal reports, including who will receive, approve, analyze, and act on those reports					

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2	<ul style="list-style-type: none"> <li>Funding source reporting requirements, if any, that have implications for the partnership, and how partners will ensure that the required documentation is maintained</li> </ul>					
2	<ul style="list-style-type: none"> <li>Auditing requirements (e.g., A-133) of the partnership agencies and requirements for sharing those audit reports</li> </ul>					

**FOR FQHCs: HEALTH CENTER AFFILIATION CERTIFICATION/CHECKLIST**

OMB No.: 0915-0285. Expiration Date: 8/31/2010

<b>DEPARTMENT OF HEALTH AND HUMAN SERVICES</b> <b>Health Resources and Services Administration</b>  <b>FORM 8: HEALTH CENTER AFFILIATION</b> <b>CERTIFICATION/CHECKLIST</b>	FOR HRSA USE ONLY	
	Application Tracking Number	Grant Number

**Does your organization have, or propose to establish as part of this application, any of the following Affiliation Types:**

- Contract for a substantial portion of the approved scope of project
- Memorandum of Understanding (MOU)/Agreement (MOA) for substantial portion of the approved scope
- Contract with another organization or individual contract for core primary care providers
- Contract with another organization for staffing health center
- Contract with another organization for the Chief Medical Officer (CMO) or Chief Financial Officer (CFO)
- Merger with another organization
- Parent Subsidiary Model arrangement
- Acquisition by another organization
- Establishment of a New Entity (e.g. Network corporation)

- Yes (Please complete sections **Organization Affiliations** Section)
- No
- Not Applicable (Choose this option if you are **NOT** a CHC/MHC applicant)

**NOTE:** You must complete a checklist for each organization with which you have any of the above arrangements. Copies of all applicable documents must be included with the application.

**Organization Affiliation Details**

Organization Name	
EIN	
Address	
<b>Check all that apply</b>	

- Contract for a substantial portion of the approved scope of project
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- Contract with another organization or individual contract for core primary care providers
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and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to HRSA Reports Clearance Officer, 5600 Fishers Lane, Room 10-33, Rockville, Maryland, 20857

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<b>DEPARTMENT OF HEALTH AND HUMAN SERVICES</b> <b>Health Resources and Services Administration</b>  <b>HEALTH CENTER AFFILIATION CHECKLIST</b>	<b>FOR HRSA USE ONLY</b>			
	Grantee Name			
	Grant Number		Application Tracking Number	
<b>STAFFING:</b>			<b>YES</b>	<b>NO</b>
1) The center directly employs the CFO, CMO and the core staff of full-time primary care providers.			[ _ ]	[ _ ]
2) The center directly employs all non-provider health center staff.			[ _ ]	[ _ ]
If NO to question 1 or 2, the CEO of the center retains the authority to select and dismiss the CFO and CMO as well as other staff assigned to the center? Please cite reference document and page # ( _____ )			[ _ ]	[ _ ]
<b>GOVERNANCE:</b>			<b>YES</b>	<b>NO</b>
3) The arrangements presented in the affiliation agreements, as defined in FORM 8, do not compromise the Board authorities or limit its legislative and regulatory mandated functions and responsibilities as defined below. <i>(Examples of compromising arrangements are: overriding approval or veto authority by another entity; dual majority requirements; super-majority requirements; or hiring and dismissal of the CEO).</i>			[ _ ]	[ _ ]
			<b>Reference Document</b>	<b>Page #</b>
• board composition				
• executive committee function and composition				
• selection of board chairperson				
• selection of board members				
• strategic planning				
• approval of the annual budget of the center				
• directly employs, selects/dismisses and evaluates the Chief Executive Officer/Executive Director				
• adoption of policies and procedures for personnel and financial management				
• establishes center priorities				
• establishes eligibility requirements for partial payment of services				

<ul style="list-style-type: none"> <li>provides for an independent audit</li> </ul>		
<ul style="list-style-type: none"> <li>evaluation of center activities</li> </ul>		
<ul style="list-style-type: none"> <li>adoption of center's health care policies including scope and availability of services, location, hours of operation and quality of care audit procedures</li> </ul>		
<ul style="list-style-type: none"> <li>existence of a conflict of interest policy</li> </ul>		
<ul style="list-style-type: none"> <li>contains appropriate provisions around the activities to be performed, time, schedules, the policies and procedures to be followed in carrying out the agreement, and the maximum amount of money for which the grantee may become liable to the contractor under the agreement;</li> </ul>		
<ul style="list-style-type: none"> <li>requires the contractor to maintain appropriate financial, program and property management systems and records in accordance with 45 CFR Part 74 and provides the center, DHHS and the U.S. Comptroller General with access to such records;</li> </ul>		
<ul style="list-style-type: none"> <li>requires the submission of financial and programmatic reports to the health center;</li> </ul>		
<ul style="list-style-type: none"> <li>complies with Federal procurement standards or grant requirements including conflict of interest standards;</li> </ul>		
<ul style="list-style-type: none"> <li>subject to termination (with administrative, contractual and legal remedies) in the event of breach by the contractor.</li> </ul>		
<b>CONTRACTING:</b>	<b>YES</b>	<b>NO</b>
6) The center has justified the performance of the work by a third party. Please cite reference document and page # (_____)	[_]	[_]
7) Written affiliation agreement(s) comply with current Department of Health and Human Services (HHS) policies (PINs 97-27 and 98-24)	[_]	[_]

**INCLUDE LIST AND COPIES OF ALL RELEVANT AND CITED DOCUMENTS**