

## 8.6 Sample MOU

Memorandum of Understanding between [Party 1] and [Party 2]

*Note: This document is a sample Memorandum of Understanding provided for illustrative purposes only and does not constitute legal advice. It is essential to tailor the content to meet the specific needs and requirements of each organization involved. Legal advice should be sought to ensure compliance with applicable laws and regulations, and to address any unique circumstances or considerations pertinent to the parties. Adjustments and modifications may be necessary to accurately reflect the intentions and agreements of the organizations.*

*Note: This Sample Memorandum of Understanding Template is meant to represent an agreement between a health system providing recipients of Caring Contacts [Party 1] to the external organization conducting a Caring Contacts program [Party 2].*

This Memorandum of Understanding ("MOU") is made effective this [date] ("Effective Date"), by and between [Party 1], [ brief description of Party 1], [Party 2], [brief description of [Party 2]], each a "Party" and collectively the "Parties."

WHEREAS, [description of Party 1's health system]; and

WHEREAS, [description of Party 2's organization]; and

WHEREAS, [Party conducting Caring Contacts] conducts a Caring Contacts program for patients who consent to participate in receiving Caring Contacts, including delivery of support via phone or text message, safety checks, quality controls, etc. (Services); and

WHEREAS, the Parties wish to collaborate to ensure that individuals who may be interested in receiving such Services from [Party 2] are identified and provided with the opportunity to receive such Services.

NOW THEREFORE, the undersigned Parties agree as follows:

### Guiding Principles

The Parties are committed to collaborating to ensure Services are made available by [Party 2] to individuals who have been identified by [Party 1] with self-injurious behavior, thoughts of suicide, self-harm, or significant risk factors for suicide or self-harm, or other mental distress.

#### [Party 1] Responsibilities

Prior to discharge from the Emergency Department (ED), Inpatient hospitals, primary care, and behavior health clinics in [Party 1], [Party 1] may identify adult or adolescent patients who either historically or currently demonstrate self-injurious behavior, thoughts of suicide or self-harm, or significant risk factors for suicide or self-harm ("Identified Patients").

[Party 1] may develop and implement a workflow for providers and staff to inform Identified Patients about Services offered by [Party 2]. If an Identified Patient is interested in receiving Services by [Party 2], [Party 1] will obtain appropriate consent from the Identified Patient to share relevant patient data with [Party 2], allowing [Party 2] to initiate contact with the Identified Patient. [Party 1] may share relevant patient data, which may include completed consent forms, contact information, demographic data, C-SSRS (suicide risk) score, and patient safety plans, including connection and support plans via a secure, HIPAA-compliant data-sharing platform (including, but not limited to, EpicCare Link, secure fax, REDCap, or Mosio) with [Party 2].

[Party 1] will coordinate with [Party 2] to ensure the consent form captures information required by both Parties.

[Party 1] will track the quantity of consent forms and patient safety plans sent to [Party 2] each month for research projects.

#### [Party 2] Responsibilities

[Party 2] will review any consent forms and safety plans received from [Party 1] at least every 24 hours. Upon receipt of a completed consent form from [Party 1], [Party 2] will attempt to initiate contact with the Identified Patient within 24 hours after discharge whenever possible.

[Party 2] will develop and implement a workflow for the provision of Services to Identified Patients, protection of confidential information, and cessation of Services.

[Party 2] will track the total number of Identified Patients referred to [Party 2].

#### Records

The Parties agree to share information obtained that is relevant to collaboration for the provision of Services pursuant to this MOU, provided such information is not otherwise excluded from disclosure under the Health Insurance Portability and Accountability Act and its implementing regulations (collectively "HIPAA") or other confidentiality protections.

The Parties agree and acknowledge that any protected health information ("PHI") received, obtained, or maintained by [Party 1] shall be the property of [Party 1] and may only be used and disclosed in compliance with HIPAA and with a signed consent form. Such PHI will not be released to [Party 2] personnel without appropriate authorization.

#### Term & Termination

This MOU shall be effective for one (1) year following the Effective Date (the "Term"). The Term of this MOU shall automatically renew for additional one (1) year periods (each a "Renewal Term") for a maximum of five (5) additional Renewal Terms. Notwithstanding the foregoing, this MOU may be terminated by either Party without cause upon thirty (30) days' written notice to the other Party.

## Notice

Any notice required or permitted to be given by this MOU shall be given postpaid, first class, registered or certified mail, or by courier, properly addressed to the other Party at the respective address as shown below:

If to [Party 1]: [Party 1 Organization, Representative, and mailing address]

If to [Party 2]: [Party 2 Organization, Representative, and mailing address]

All notices hereunder shall be in writing and shall be deemed to have been given on the date received if delivered personally or by recognized overnight delivery service, or three days after the date postmarked if sent by registered or certified mail, return receipt requested, postage prepaid, addressed to such party as set forth herein. Either Party may change the address to which to send notices by notifying the other party of such change of address, in writing, in accordance with the foregoing, without formal amendment.

## MISCELLANEOUS PROVISIONS

Independent Contractor. The Parties agree that they are independent contractors and neither is an agent, employee, partner, or joint venturer of the other. Nothing in this MOU shall be construed to create a partnership, joint venture, or agency relationship between the Parties. Furthermore, neither Party shall assume or incur any liability or obligation of any kind on behalf of the other Party without the other Party's express written consent. Nothing in this MOU shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Parties. Each Party will be solely responsible for payment of all compensation owed to its employees, as well as federal and state income tax withholding, Social Security taxes, and unemployment insurance applicable to such personnel as employees of the applicable Party.

Indemnification. Each Party shall indemnify and hold the other party harmless from loss, damage, liability, or expense, including reasonable legal fees, which result from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act, or an intentional act of fraud or misconduct by the Party providing indemnification or a Party's subcontractors, agents, or employees during the performance of this MOU. Such indemnification shall be reduced to the extent damage or injuries are attributable to others. The indemnifying Party shall defend the other Party in accordance with and to the extent of the above indemnification, provided that the indemnifying Party is: i) promptly notified by the other Party, in writing, of any claims, demands, or suits for such damages or injuries; ii) given all reasonable information and assistance by the other party; iii) given full control over any resulting negotiation, arbitration, or litigation, including the right to choose counsel and settle claims, or the indemnifying party's obligations herein shall be deemed waived.

No Use of Name. Neither Party shall use the other Party's trade names, service marks, logos, nor any other intellectual proprietary property related thereto, for advertising or any other purposes, without the prior express written consent of the other Party.

Equal Opportunity. [Party 1] shall abide by the requirements of 41 CFR 60-1.4(a), 60-250.5, 60-300.5(a), and 60-741.5(a), and [Party 2] shall abide by these regulations to the extent applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

Compliance. It is the intent of the Parties that the terms of this MOU will be in strict compliance with applicable laws, statutes, rules, and regulations. If, in the opinion of either Party's legal counsel, laws, regulations, interpretations, or rulings raise questions regarding the enforceability of this MOU, or if strict compliance with this MOU would not be consistent with any applicable laws, statutes, rules, or regulations, or if the payment terms of this MOU are inconsistent with a Party's tax-exempt status, or if any authority commences regulatory or enforcement action, the Parties shall renegotiate any terms of this MOU to cure the unenforceable term to secure such strict compliance. In the event the Parties, after exercising the utmost good faith, have been unable to renegotiate the terms of this MOU within thirty (30) days, either Party shall be entitled to terminate this MOU.

Governing Law. The Parties acknowledge that this MOU has been negotiated and entered into in the State of [State of parties]. The Parties expressly agree that this MOU shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of [State of parties].

Entire Understanding. This MOU constitutes the entire understanding of the Parties and supersedes all prior statements, promises, representations, agreements, and understandings, either oral or written, with respect to the matters set forth herein. Each Party acknowledges and represents that it has not executed this MOU in reliance upon any promise, representation, or warranty whatsoever that is not expressly set forth in this MOU.

Severability. If any part of this MOU shall be determined to be invalid, illegal, or unenforceable by any valid Act of Congress or act of any legislature or by any regulation duly promulgated by the United States or a state acting in accordance with the law, or declared null and void by any court of competent jurisdiction, then such part shall be reformed, if possible, to conform to the law and, in any event, the remaining parts of this MOU shall be fully effective and operative insofar as reasonably possible. This preceding provision shall expressly survive the termination or expiration of this MOU.

Nonexclusive. Nothing in this MOU shall be construed as limiting the rights of either Party to affiliate or contract with any other institution on either a limited or general basis while this MOU is in effect.

Amendment. This MOU may only be amended in a writing signed by both Parties.

## Signatures

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed.

[Party 1]:

Dated: \_\_\_\_\_

BY: \_\_\_\_\_

[Party 1 Representative]

[Party 1]

[Party 2]:

Dated: \_\_\_\_\_

BY: \_\_\_\_\_

[Party 2 Representative]

[Party 2]



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