# WYGC Memorandum of Understanding

As of the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_, \_\_\_\_, West Yavapai Guidance Clinic (WYGC), 3343 N Windsong Dr., Prescott Valley, AZ 86314 and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Agency Name), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Address) (Agency) hereby enter into the WYGC Memorandum of Understanding (Agreement) in order to establish coordination of care and services for clients.

The Agreement that follows covers all facilities and programs within WYGC.

## Scope of Services: Care Coordination and Case Management

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The mission of West Yavapai Guidance Clinic is to provide high quality behavioral health services in a professional environment which is sensitive to individual and community needs and resources. West Yavapai Guidance Clinic will exercise a leadership role in providing accessible and affordable services to individuals, families, organizations, and the community. WYGC serves clients with Behavioral Health needs in the Northern Arizona area from the criminal justice system, juvenile justice system, corrections, child welfare, and the community through a variety of programs. These programs may have different scopes of service, but will typically be considered either “Care Coordination” or “Case Management”. Clients who receive *Care Coordination* services typically acquire assistance from a WYGC Care Coordinator in the form of health related referrals, health care enrollment and appointments, transportation and/or periodic follow-up conversations. These interactions *do not* constitute ongoing case management. Clients who receive *Case Management* services work closely with WYGC case managers to achieve specific goals ***i.e. skills training*** with a DSP as determined and agreed upon by the client and/or other monitoring source. WYGC supports the client in achieving outcomes and adjusts services and referrals as appropriate. In some instances, WYGC also provides licensed outpatient, intensive outpatient treatment, and inpatient services to its clients.

## Responsibilities and Requirements

While clients voluntarily agree to participate in WYGC’s specialized case management services, they are routinely required to comply with program terms and conditions from their referral source. In order to best serve these clients, the following guidelines shall be adhered to by WYGC and the Agency for the purpose of referring and accepting clients for ***in-school skills training services.***

1. Acceptance of referrals shall be based on current policies and practices of the Agency. Referrals and services shall not be denied due to race, national origin, sex, religion, disability, sexual preference, HIV status, or ability to pay. As appropriate, sliding fees will be arranged with each client.
2. WYGC and the Agency shall have written procedures for the referral of clients, including the method of obtaining informed consent from the client for the communication of confidential information and the method by which a client may request a referral.
3. At a minimum, the referral document between WYGC and the Agency shall indicate the reason for the referral, provide information about any service received to date and any additional services needed or requested, specify any necessary continued coordination between the providers, and the time frame for any necessary follow-up reports.
4. WYGC has primary responsibility as liaison with the referral system and for any subsequent treatment referrals deemed appropriate or necessary.
5. The Agency will honor WYGC’s recommendation regarding the number of staff necessary, length of time and appropriate level of support as determined in the CFT process to provide appropriate services.

WYGC agrees to provide the Agency with the following:

1. Referrals for community services including brief information on treatment needs and the referring WYGC program;
2. Assessment information prior to or at the time of placement, including level of care, related diagnosis, and other key assessment results;
3. *For care coordination clients only*, support and participation in case staffing, correspondence sharing, appointment keeping and transportation as appropriate; and
4. *For case management clients only*, intervention services related to support of the treatment plan and treatment retention.
5. *For DSP clients only,* WYGC staff will determinemedical necessity of the level of skills training and support in the CFT process.

The Agency agrees to accept referrals from WYGC and will:

1. Inform Agency staff of accepting WYGC referrals about applicable DSP skills training.
2. Designate a liaison for the purpose of accepting referrals;
3. Provide WYGC with feedback regarding appropriateness of referral and adequacy of information provided;
4. Provide written exclusionary criteria, intake procedures, applicable funding streams, required co-payments, discharge criteria, and contact persons for each program accepting WYGC clients;
5. Notify WYGC of any changes to the availability of services, including elimination of services, addition of new services, or any modifications that may affect service delivery (e.g. timing of service delivery, delay in services, wait lists, etc.).

In addition, the Agency agrees to the following for WYGC case management clients:

1. Involve WYGC staff in admission, treatment, discharge, and aftercare planning, as well as case staffings;
2. Provide WYGC with any requested written reports; and
3. Provide written referral responses, client progress reports, and final reports as mutually agreed by WYGC and Agency; including graduation goals and successful completions.

## Additional General Provisions

1. It is understood and agreed that this is a voluntary referral relationship between WYGC and the Agency and the Agreement is not intended to create an agency, servant/employee relationship, joint employers, joint venture, partnership, or other business entity between the parties.
2. The Agency shall hold WYGC, its directors, and its employees harmless from any claims or demands resulting from any act or omission caused or alleged to have been caused by the Agency. WYGC shall hold Agency, its directors, and its employees harmless from any claims or demands resulting from any act of omission caused or alleged to have been caused by WYGC.
3. The term of this Agreement shall be through December 31, 2022. This Agreement shall be automatically renewed for successive one (1) year terms thereafter until and unless either party provides the other with sixty (60) days prior notice to the end of the initial term or the renewal term. Either party may terminate this Agreement, for any reason, prior to the end of the initial term or renewal term by providing one hundred and twenty (120) days written notice to the other party. The Agency agrees to perform services under this Agreement until the termination date.
4. The parties may make modifications to this Agreement. Such modifications shall only be made by mutual agreement in writing.
5. This Agreement supersedes and replaces any prior versions of WYGC’s mutual services agreement entered into by and between the parties. In the event of a conflict or inconsistency between this Agreement and any other agreement signed by WYGC and the Agency (including subsequent linkage agreements initiated by the Agency), this Agreement shall control and govern the rights and obligations of the parties.

**Agency:**

Authorized Signature

Title

Phone:

Email:

**WYGC:**

Authorized Signature

Title

Phone:

Email: