

Requirements for the Written Agreement Between a Community Mental Health Program (CMHP) and a Non-CMHP Applying for Certification as a Certified Community Behavioral Health Clinic (CCBHC)

When a CMHP and non-CMHP CCBHC serve the same or overlapping service area, House Bill 4002 of the 2024 Regular Session requires a written agreement be entered into by both parties before the non-CMHP clinic may be certified as a CCBHC. This requirement is reflected in Oregon Administrative Rules 309-009-0030 and 309-009-0040. If the CMHP and non-CMHP are unable to reach a mutual agreement on the coordination of services, either entity is permitted to request a meeting with Oregon Health Authority.

Section 14 of HB 4002 states:

(5) In any geographic region of this state that is served by both a certified community behavioral health clinic and a community mental health program:

(a) Before the authority may approve the certification of a certified community behavioral health clinic, the certified community behavioral health clinic and the community mental health program shall enter into a written agreement concerning collaboration between the clinic and the program in the coordination of services that are provided by both the clinic and the program.

The purpose of this written agreement is to ensure collaboration between the CCBHC and the CMHP in the coordination of services that are provided by both parties, including

facilitating effective, efficient, and accountable coordination of mobile crisis response, intervention, and stabilization services.

Parties may develop a written agreement with format and contents that are satisfactory to both parties, however, the following key items must be addressed in the agreement. The written agreement must:

- 1) Define the scope of services to be provided by each party and must specifically identify all services that are provided by both the CMHP and the CCBHC.
- 2) Clearly articulate the roles, responsibilities, and functions of each party in the provisioning and coordination of services. This includes explicitly outlining the role of each party in the provisioning of crisis services within the service area, including specifying any designated collaborating organization (DCO) relationships, as applicable. The written agreement must contain sufficient detail around the responsibilities of each party to ensure coordinated, efficient, and effective crisis services are provided to all people who require them, regardless of their established providers (if any), and that people receiving crisis services receive appropriate and efficient connection to follow-up care.
 - a. Describe the coordination of mobile crisis response, intervention, and stabilization services to ensure rapid response times meeting the requirements specified in [OAR 309-072-0140](#); effective organization of efforts; clarity in the process used to identify the responsible party during a crisis event; reliable and efficient communication between all involved parties, including participation in any state, regional, or local crisis hotlines that provide coordination of crisis care

in real-time; and accountability for the quality of services provided by the responsible party during each crisis event.

- b. Nothing about the arrangement of crisis services provisioning between the CMHP and CCBHC shall prevent the CCBHC from meeting all crisis service requirements specified in section 4.C of the Oregon CCBHC Program Requirements Manual, “Crisis Behavioral Health Services.”
- 3) Detail how persons already engaged in services with either party will be identified at the time services are provided, including crisis response services.
 - 4) Describe how the CMHP and CCBHC will take active steps to coordinate care when a person currently receiving services from one organization receives services from the other. This can include, but is not limited to, information sharing via an electronic health record or direct communication between providers.
 - a. Detail CMHP and CCBHC specific responsibilities for facilitating the bi-directional information exchange necessary for cooperative service provisioning, including specifying the method, frequency, and parties responsible for the exchange of clinical records.
 - c. The agreement prohibits the unauthorized use or disclosure of consumer’s protected health information, consistent with all applicable federal and state laws, including the requirements of the Health Insurance Portability and Accountability Act (Pub. L. No. 104-191, 110 Stat. 1936 (1996)), 42 CFR Part 2, and adherence to privacy requirements specific to minors.

- 5) Stipulate that a referral to the other party may be provided as clinically appropriate, but persons receiving services retain the freedom to choose their provider from either party or from a provider not associated with the CCBHC or the CMHP.
- 6) Specify how each party will notify the other if a significant change occurs that may impact the other party or their capacity to ensure ongoing coordination of care, including but not limited to, a change in scope, services, service area, or management.

