



Memorandum of Understanding

Between

Ocean Partnership for Children, Inc. (OPC) and

Provider:

Address:

Phone:

Fax:

Email:

This Memorandum of Understanding (MOU) serves to define the roles and responsibilities of each agency as we work in partnership to provide services to children and families served through the New Jersey Children's System of Care (CSOC).

This MOU applies to the arrangement for or purchase of:

from **PROVIDER** for youth and families receiving care management services through **Ocean Partnership for Children, Inc. (OPC), Ocean County's Care Management Organization (CMO)**. This agreement is effective immediately and continues ongoing unless terminated as per the section named "Termination," and will apply to all services either purchased or arranged for a youth or family member under the child's approved Individual Service Plan and/or Crisis Plan created by the Child and Family Team (CFT) and documented by **Ocean Partnership for Children, Inc. (OPC)**.

Description of Services Available:

A Shared Commitment to Children and Families

One of the primary goals of **Ocean Partnership for Children, Inc. (OPC)** is to work in partnership with youth and their families and the local provider network to coordinate, improve, and expand the services families receive from their local community. We are committed to providing the highest quality of services by upholding the Wraparound values of New Jersey's Children's System of Care (CSOC). These values define our promise to the community that our services are family-driven, community-based, strength-based, culturally diverse, individualized, and easily accessible. Our goal is to keep youth at home, in school, and in the community. Our intention is to help families to find or develop sustainable resources that will allow the family to function in a healthy manner. As one of our partners in the delivery of services, we expect that **PROVIDER** will share our commitment to these values through all of your work with the youth and families we assist and participate in the CSOC training, NJ Wraparound; Values and Principles.

No Eject/No Reject Policy

In compliance with New Jersey's Department of Children and Families (DCF) policy, **Ocean Partnership for Children, Inc. (OPC)** honors the no eject/no reject approach to service. Enrollment is maintained for all youth and families referred to CMO until defined outcomes or discharge criteria are met. Families always maintain their rights to choose providers of their choice at any time. As one of our partners in the delivery of services, we expect that **PROVIDER** will share our commitment to this policy through all of your work with the children and families we assist.

Roles and Responsibilities of Ocean Partnership for Children, Inc. (OPC).

- 1) No services shall be procured or subcontracted to any outside agency or individual.
- 2) CMO has the responsibility of developing an Individual Service Plan (ISP) for youth enrolled in the CSOC through a Child and Family Team process. The ISP serves as the authorizing document for the service delivery for a particular youth or family member. CMO will send a CMO Service Request Form to the provider to confirm service authorization.
- 3) CMO will provide advance notice to Child and Family Team members of the Child and Family Team (CFT) meeting date, time, and location. The meetings are held about every 75 days, although in some cases they are held more often to respond to the particular needs of a child. All members of the Child and Family Team are contacted regularly to share information and get advice.
- 4) Each Child and Family Team member will receive and/or have access via the electronic Contract Systems Administrator (CSA) Medical Record to a copy of the ISP which also includes the Crisis Plan. The Crisis Plan includes phone numbers,

supports, and a detailed plan outlining the appropriate steps for responding to a crisis experienced by the family and youth. The ISP (including the Crisis Plan) will be reviewed and updated as necessary at each CFT meeting.

- 5) Care Managers will contact treatment providers a weekly to monitor progress of the youth and share information. If the treatment provider participates in a CFT meeting, this shall meet the criteria for one of the telephone contacts.
- 6) In the event concerns or problems are identified impeding service delivery by providers, the Community Resource Development Director will contact the provider for resolution.
- 7) CMO will inform providers of relevant staff changes promptly and provide updated staff contact lists on a regular basis.
- 8) Signing the MOU with CMO does not guarantee referrals.

Roles and Responsibilities of Specific to MEDICAID& NON-MEDICAID PROVIDERS

- 1) **PROVIDERS** are expected to return initial calls from CMO seeking availability of services within 24 hours for the actual disposition as to whether the provider can accept the referral.
- 2) **PROVIDER** is expected to participate as a member of the Child and Family Team organized with the family on behalf of the child. As a Team member, you would have the opportunity to offer input and assistance in the care of the youth. Your opinion is valued and needed to ensure the youth receives the highest quality of services.
- 3) **PROVIDER** is required to attend CFT meetings. If unable to attend, **PROVIDER** may send an appropriate representative or written documentation; attendance may also be possible via telephone conferencing. Services will *not* be continued with providers that do not participate in or provide information as requested for CFT meetings.
- 4) **PROVIDERS** are expected to regularly communicate concerns, barriers, and newly identified needs of youth to care managers or supervisors in their absence. Providers are expected to provide timely notification to the CMO/CMO on-call (after hours) of any sentinel events involving CMO youth. Any significant issues or complaints about services provided by CMO are reported to the Community Resource Development Director.
- 5) **PROVIDERS** are expected to inform CMO of relevant staff changes and provide CMO with updated staff contact lists on a regular basis.
- 6) **PROVIDER** meets all applicable current local, state and federal requirements or standards set forth by any appropriate local, state or federal entity or licensing authority. They attest that they are a provider in good standing with New Jersey state and federal government agencies, departments, divisions, or bureaus. **PROVIDER** has and will maintain an active license/certification with appropriate licensing authorities for all applicable services being provided to families and youth of CMO. CMO accepts no responsibility for license monitoring, expirations or suspensions. If at any time applicable licenses/certifications to provide services are revoked or suspended for **PROVIDER** or their designated employees or agents, CMO shall be notified immediately so that services can be terminated and alternate services arranged. Payment **will not** be made for services rendered by any non-licensed/non-certified professionals where licenses/certificates are normally required by State mandate or law.
- 7) OPC expects all service **providers** that are affiliated with OPC and providing services to children and families abide by all Federal and State regulations and comply with Section 6032 of the Federal Deficit Reduction Act. Service **providers** must disseminate OPC's Deficit Reduction Act Policy and make the policy available, to their employees and managers. The Deficit Reduction Act Policy can be directly obtained from OPC's Director of Organizational Development and/or Community Resource Director. A Copy will also be sent out yearly to all providers from the Executive Director.

OPC's Deficit Reduction Act Policy Received - Initial:

- 8) All staff of **PROVIDER** providing services and supervision meets all licensing, certification, and credentialing requirements necessary to provide the services being authorized / provided, and possess the necessary skills and experience to render the services. Providers are expected to ensure ALL staff are properly supervised. CMO bears no responsibility for monitoring **PROVIDER's** staff licensing, certification, and credentialing compliance.
- 9) **PROVIDER** has comprehensive general and professional (malpractice) liability, property damage and automobile liability insurance (if providing transportation to families or youth) with **Ocean Partnership for Children, Inc. (OPC)** listed as a certificate holder. **PROVIDER** shall be continuously insured during the term of business with CMO. **PROVIDER** will notify CMO at any time if insurance coverage is cancelled or suspended and will cease providing services with families/youth until coverage is reinstated. CMO bears no responsibility for monitoring insurance coverage, coverage limits or expirations.

- 10) **PROVIDER** has a policy/process in place to ensure that all staff that would transport youth will have a valid driver's license, safe driving record and adequate automobile insurance. CMO bears no responsibility for monitoring insurance coverage, coverage limits or expirations.
- 11) **PROVIDER** has a policy/process in place to ensure that all staff having direct contact with youth has completed, at a minimum, criminal background checks, and if required by law, a Child Abuse Registry Index check. All changes in direct contact staff and the criminal background /Child Abuse Registry Index should be monitored by **PROVIDER**.
- 12) **PROVIDER** agrees to make available their site for visits by the youth's Parent/Guardian or CMO representative, when applicable.
- 13) **PROVIDERS** are expected to add their agency/organization information to the local Resource Net, a website developed by **Ocean Partnership for Children, Inc. (OPC)** to be shared with and used by all community members. Resource Net is a complimentary web tool providing a wide range of information about support, resources, and services for youth and families in the community. Advertisements are added to Resource Net at no cost to providers.
- 14) **PROVIDERS** are expected to have representation at CSOC Provider Forums and local CMO Provider meetings.

Roles and Responsibilities Specific to MEDICAID PROVIDER

- 1) **PROVIDER** is expected to submit initial assessments (i.e. BioPsychoSocial, Functional Behavioral Assessment, Clinical Summary Form, CABS, etc.) within 21 days of authorization start date in the electronic CSA Medical Record, when applicable, as indicated by CSOC guidelines.
- 2) **PROVIDER** is expected to submit initial treatment plans (IIC Treatment Plans, IIH Behavior Support Plans, Behavior Assistant Treatment Plans, ISS Treatment Plan), when applicable, into the electronic CSA database within 21 days of authorization of service or as indicated by CSOC guidelines. **PROVIDER** agrees to update treatment plans within 90 days/before the authorization ends and in conjunction with the youth's CFT meeting/ISP review, or as indicated by CSOC guidelines, in order for services to be reauthorized. Treatment plans and updates are to be developed and regularly reviewed with the youth and/or family and Child Family Team. The **PROVIDER**, youth, and family shall sign the documents indicating receipt and agreement with the documents.
- 3) **PROVIDER** is required to submit session progress notes for each visit into the electronic Contract Systems Administrator (CSA) Medical Record within 72 hours of visit or as indicated by CSOC guidelines. Services paid by Medicaid require adequate reporting before a service can be reauthorized.
- 4) **PROVIDER** agrees to abide by reporting requirements described in the Medicaid Regulations before a service can be reauthorized and billed to Medicaid. Provider reports, assessments, and treatment plans are to be made available to the youth and family, upon written request, in compliance with HIPAA guidelines.
- 5) **PROVIDER** agrees to obey HIPAA regulations and ensure individual providers' access to client information in the electronic CSA database is limited to those clients involved in the individual provider's direct care **ONLY**.

Roles and Responsibilities of NON-MEDICAID PROVIDER

- 1) **PROVIDER** is required to submit evaluations/assessments (i.e. BioPsychoSocial, Functional Behavioral Assessment, Clinical Summary Form, Specialized Evaluations etc.), where applicable, to CMO within 30 days of service request. **PROVIDER** must ensure when billing CMO that all invoices are presented with accompanying assessment/evaluation before payment can be rendered.
- 2) **PROVIDER** is required to submit initial treatment plans (Treatment Plans, Behavior Support Plans, Behavior Assistant Treatment Plans etc.), where applicable, to CMO within 30 days of service request. **PROVIDER** agrees to update treatment plan in conjunction with the youth's CFT meeting/ISP review. Treatment plans and updates are to be developed and regularly reviewed with the youth and/or family and Child Family Team. The **PROVIDER**, youth, and family shall sign the documents indicating receipt and agreement with the documents. **PROVIDER** must ensure when billing CMO that invoices are presented with signed updated treatment plan before a service can be renewed and payment rendered. Invoices and documentation are to be email to **providers@oceanpartnership**

- 3) **PROVIDER** is required to submit legible monthly provider reports using either the *Provider Report to Child/Family Team Form* or a form developed by your agency and pre-approved by CMO. If **PROVIDER** wishes to use their own agency form, a copy should be submitted to the Community Resource Director for review and approval. Services paid by flexible funding require such progress reports before a service can be renewed or payment rendered. **PROVIDER** is to ensure monthly provider reports are emailed to **providers@oceanpartnership** no later than the 15th of each month for services rendered the month prior. **PROVIDER** must ensure when billing CMO that invoices are presented with accompanying monthly provider reports before a service can be renewed and payment rendered.
- 4) **PROVIDER** is expected to ensure licensed supervisors sign off, when applicable, on all documentation submitted to CMO.

Confidential Information / Health Insurance Portability and Accountability Act (HIPAA of 1996): *Privacy Policy*

During the term of this Agreement and thereafter, **PROVIDER** and CMO shall ensure that they and their directors, officers, employees, contractors, and agents hold all information about the child and family in the strictest confidence and in according with state and federal laws.

CMO is HIPAA compliant and requires all medical or mental/behavioral health providers of services through the ISP to be as well.

Provider/Business Associate agrees to not use or disclose Protected Health Information (PHI) other than as permitted or required by the Agreement or as Required by Law.

Provider/Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided by this Agreement.

Provider/Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement. [This provision may be included if it is appropriate for the Covered Entity to pass on its duty to mitigate damages to a Business Associate.]

Provider/Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware.

Provider/Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

Provider/Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner (insert negotiated terms), to protect PHI in a Designed Record Set, to Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR §164.524. [Not necessary if Business Associate does not have PHI in a DRS.]

Provider/Business Associate agrees to make internal practices, books and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary (U.S. Department of Health and Human Services), for the purpose of the Secretary determining Covered Entity's compliance with the Privacy Rule.

Provider/Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

Provider/Business Associate agrees to provide the Covered Entity or an individual, in time and manner (insert negotiated terms), information collected in accordance with Section (insert section number in contract where provision appears), of this Agreement, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

Termination Clause

Termination for Cause – Upon Covered Entity's knowledge of a material breach by Provider/Business Associate, Covered Entity shall either:

- Provide an opportunity for Provider/Business Associate to cure the breach or end the violation and terminate this Agreement if Provider/Business Associate does not cure the breach or end the violation with the time specified by the Covered Entity.
- Immediately terminate this Agreement if Provider/Business Associate has breached a material term of this Agreement and cure is not possible; or
- If neither termination nor cure is feasible, the Covered Entity shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

Effects of Termination

1. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reasons, Provider/Business Associate shall return or destroy all PHI received from the Covered Entity, or created or received by Provider/Business Associate. Provider/Business Associate shall retain no copies of the PHI.
2. In the event that Provider/Business Associate determines that returning or destroying the PHI is infeasible, Provider/Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible, upon that return or destruction of PHI is infeasible, Provider/Business Associate shall extend the protections of this Agreement to such PHI and limit further use and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Provider/Business Associate maintains such PHI.

Report of Child Abuse

In New Jersey, any person having reasonable cause to believe that a youth has been subjected to abuse or acts of abuse should immediately report this information to the State Central Registry (SCR). If the youth is in immediate danger, call 911 as well as **1-877 NJ ABUSE (1-877-652-2873)**. A concerned caller does not need proof to report an allegation of child abuse and can make the report anonymously. Statutes concerning child abuse can be found under Title 9. Children--Juvenile and Domestic Relations Courts. Any person knowingly violating the provisions of this act including the failure to report an act of child abuse having reasonable cause to believe that an act of child abuse has been committed, is a disorderly person.

Quality Assurance

CMO is committed to providing quality services to children and families. As a method of ensuring quality services, CMO evaluates the services offered through **PROVIDER**. These evaluations are accomplished in a number of ways, including child/family satisfaction surveys and feedback, random review of service delivery, and on-site visits, when applicable. We share our findings with you to help assist the provider with their quality assessment. CMO also welcomes ongoing feedback from the providers on our care management services.

Cultural competency

As part of our commitment to offer quality services, CMO strives to provide culturally competent services to children and their families. **PROVIDER** should offer culturally competent training to their staff, offer bi-lingual services where needed, engage in regular agency self-assessment of culturally competent policies and practices, and ensure that services are sensitive and responsive to the cultural needs of the families we serve.

Termination

Either party may terminate this Agreement for any reason with thirty (30) days written notice. Upon receiving the written notice, CMO will notify the family receiving services from your agency and the Child and Family Team that there will be a change in services. The Child and Family Team will then meet to revise the child's ISP to reflect termination of services from your agency. In the event of failure of **PROVIDER** to comply with any provision of this Agreement, CMO reserves the right to terminate this Agreement upon five (5) days written notice.

Amendment

This Agreement may not be amended or modified in any of its provisions except by a subsequent written agreement executed by duly authorized representative of **PROVIDER** and [insert name of Care Management Organization].

Assignment

This Agreement or any of its provisions shall not be assigned, delegated or transferred by either party without the prior written consent of both parties.

Payment for Provider Services

CMO does NOT pay for attendance at Child and Family Teams, mileage/travel time, no shows, cancellations, or documentation (i.e., progress notes, treatment plans, etc.), or emails to CMO/families/other providers. Payment for time is factored into the Medicaid rate for all Rehab Option services. Those paid by Flexible Funding should have attendance factored in to the hourly rate, not to exceed the Medicaid rate for the same or similar service.

Medicaid

CMO will not be responsible for payment of Medicaid eligible services provided to Medicaid eligible recipients. This includes providers of in-office therapy and residential services. **PROVIDERS** shall bill Medicaid directly.

PROVIDER agrees to accept payments from Medicaid as defined by the Medicaid Fee Schedule as payment in full. Medicaid regulations prohibit CMO from providing any additional reimbursement.

PROVIDER understands that it is their responsibility to clarify the Medicaid eligibility of the person referred for service **before** providing any service.

Non-Medicaid/Flexible Funded Services and Rates

CMO reserves the right to deny payment on any invoices for flex funded services not received within **30** days of the due date.

Service	Rate/Unit	Payable by: (please list all accepted forms of payment; e.g., Medicaid sliding scale, private insurance, flex funds)

By typing my name or signing below, I acknowledge and understand that **Ocean Partnership for Children, Inc. (OPC)** and its employees, trustees and agents are not responsible for any personal injury or property damages that may occur during a client's participation in any services that have been provided by my organization and which have been authorized and/or referred to my organization by **Ocean Partnership for Children, Inc. (OPC)**.

PROVIDER

Signature *Date*

Print Name and Title

Provider's Medicaid Number issued for Intensive In-Community Therapy /Behavioral Assistance/IIH/ISS

If provider application is in process, date that application was submitted: _____.

Provider's Federal Tax Payer ID Number: _____

Please attach completed W-9 form

Ocean Partnership for Children, Inc. (OPC).

Signature of CMO Chief Financial Officer *Date*

Signature of CMO Community Resource Director *Date*

Signature of CMO Executive Director *Date*