



Professional Agreement Between Ocean Partnership for Children, Inc. and

PROVIDER:

ADDRESS:

PHONE:

FAX:

EMAIL:

This Professional Agreement serves to define the roles and responsibilities of **PROVIDER** as we work in partnership to provide services to children and families served through the New Jersey Division of the Children's System of Care (DCSOC). This agreement applies to the arrangement for or purchase of:

for children and/or families. This agreement is effective immediately and continues ongoing unless terminated as per the section named "Termination".

A Shared Commitment to Children and Families

One of the primary goals of Ocean Partnership for Children, Inc. is to work in partnership with children, families, and local providers 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 values of the New Jersey DCSOC. 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 children at home, in school, and out of trouble. Our intention is to help families find or develop community resources that will allow the family to function as normally as possible. 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 children and families we assist.

PROVIDER must show a willingness to communicate with staff from Ocean Partnership for Children, Inc. in offering input and assistance in the care of the youth. Your opinion is valued and needed to ensure the child receives the highest quality of services.

At any time if you have questions or concerns about services you have been asked to provide to a child or youth, please direct those questions to our Community Resource Development Director.

No Eject/No Reject Policy

In compliance with DCF policy, OPC honors the no eject/no reject approach to service. Enrollment is maintained for all youth and families referred to OPC 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.

Termination

We ask that **PROVIDER** respect that continuity of care is important to the children and families in our care, and therefore we ask that there be a notice of at least thirty (30) days written notice before terminating a service. In the event of failure of **PROVIDER** to comply with any provision of the Agreement, OPC reserves the right to terminate this Agreement upon five (5) days written notice.

Requirements of Provider

1. No services shall be procured or subcontracted to any outside agency or individual.
2. **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 business in good standing with New Jersey state and federal government agencies, departments, or bureaus.
3. 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:

4. **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** 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.
5. **PROVIDERS** offering services and supervision have all appropriate credential and licensing requirements required to perform the purchased service and possess the necessary skills and experience to render the requested service(s).
6. **PROVIDER** has a process in place to ensure that all staff having direct contact with children has completed, at a minimum, criminal background checks when required by law, and if required, 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**.
7. **PROVIDER** has a process in place to ensure that all staff that would transport child will have a valid driver's license, safe driving record and adequate automobile insurance.
8. **PROVIDER** is expected to notify Ocean Partnership for Children, Inc. when seeking availability of services within 24 hours for the actual disposition as to whether Provider can accept the referral.
9. **Description of Services and Rates:**

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

10. Ocean Partnership for Children will be responsible for arranging evaluations and informing youth/families accordingly. Youth families will be responsible for arranging follow-up subsequent services at the offices of **PROVIDER** and scheduling appointments.
11. **PROVIDER** will complete evaluations/assessments and forward to Ocean Partnership for Children within ten business days of service delivery via email to **providers@oceanpartnership**. Written reports shall be typed. Provider will give a verbal response of risk level and recommendations to OPC within 24-48 hours.
12. For ongoing services, **PROVIDER** is to ensure monthly Provider Report to Child/Family Team are emailed to Ocean Partnership for Children to **providers@oceanpartnership** no later than the 15th of each month for services rendered the month prior. Additionally, **PROVIDER** is expected to email an initial treatment plan or Behavior Support Plan specifying goals, objectives, interventions, measurable time frames for each objective, responsible staff and name of supervisor (if applicable) to **providers@oceanpartnership** within 30 days from onset of services with the provider. **PROVIDER** agrees to update treatment plans/Behavior Support Plans on a quarterly basis minimally and email a copy to OPC.
13. **PROVIDER** agrees to invoice Ocean Partnership for Children, Inc. no later than the 15th of each month for services rendered the month prior. Provider understands that services invoiced after 30 days of due date will be ineligible for payment from any source. No payment can be rendered until required report (s) is received.
14. **PROVIDER** must ensure when billing OPC that all invoices are presented with accompanying monthly Provider Report to Child Family Team by the 15th of each month for services rendered the month prior. Invoices and reports, when applicable, are to be emailed to **providers@oceanpartnership**
15. **PROVIDER** agrees to provide Ocean Partnership for Children, Inc. with an accurate accounting of the services provided to each child stipulating the staff involved in rendering the service, dates of service, type of service (s), and authorization number. A separate

invoice shall be used for each individual youth. Ocean Partnership for Children, Inc. will then issue payment within thirty (30) days of receiving the invoice.

16. **NON-REIMBURSABLE EXPENSES** - OPC will not be responsible for payment of fees for no shows, cancellations, travel time, or ISP meeting attendance.
17. **PROVIDERS** are expected to add their agency/organization information to the Ocean Resource Net, a website developed by Ocean Partnership for Children to be shared with and used by all community members. Ocean Resource Net is a complimentary web tool providing a wide range of information about support, resources, and services for youth and families in Ocean County. Advertisements are added to Ocean Resource Net at no cost to providers.
18. **CONFIDENTIALITY - PROVIDER** will ensure all information about the youth and family shall be kept confidential including any reports, progress notes, correspondence, and publications written by or for **PROVIDER** regarding children and families enrolled in Ocean Partnership for Children, Inc. During the term of this Agreement and thereafter, **PROVIDER** and OPC 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 accordance with state and federal laws. OPC is HIPAA compliant and requires all medical or mental/behavioral health providers of services through the ISP to be as well. Ocean Partnership for Children may re-disclose evaluations received from Provider for out-of-home placement referrals, court proceedings, and/or diagnostic assessments, when indicated, upon signed authorization from parent/legal guardian and youth age 14 and older.

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

During the term of this Agreement and thereafter, **PROVIDER** and OPC 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 accordance with state and federal laws.

OPC 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 Designated 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.

Payment for Provider Services

Ocean Partnership for Children, Inc. does NOT pay for attendance at Child and Family Teams, mileage, documentation (i.e., progress notes, treatment plans, etc.), or emails to OPC / families / other providers. Payment for time is factored in to the agreed upon hourly rate for services, not to exceed the Medicaid rate for the same or similar service

Medicaid

OPC 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 OPC 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.

Medicaid Rehabilitation Option Provider Enrollment

If **PROVIDER** provides or intends to provide Intensive In-Community Services of any kind, **PROVIDER** agrees to become a Medicaid provider for these services. **PROVIDER** must be actively enrolled as a Medicaid provider for these services **before** accepting any person for these services.

Termination Clause

Termination for Cause – Upon Covered Entity’s knowledge of a material breach by 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.

By typing my name/signing below, I acknowledge and understand that Ocean Partnership for Children, Inc. 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.

I will abide by the terms as outlined in this agreement.

Provider Signature _____ **Title** _____ **Date** _____

Provider’s Federal Tax Payer ID Number: _____

(Please attach completed W-9 form)

OPC Community Resource Development Director Signature: _____ **Date** _____

OPC Finance Director Signature: _____ **Date** _____

OPC Executive Director Signature: _____ **Date** _____