

Memorandum of Understanding

Between

MonmouthCares, Inc & CPC Behavioral Healthcare

(known hereafter as “the Monmouth Local System of Care”)

&

Provider

(known hereafter as “PROVIDER”, list any alternative names used by your organization)

Primary Address:

Secondary Address (if secondary office is used to service Monmouth County):

Phone:

Fax:

Email:

Provider’s Federal Taxpayer ID Number:

Provider’s Medicaid ID Number(s) issued for Intensive In-Community Therapy (IIC)/Behavioral Assistance (BA)/ Intensive In-Home (IIH-Clinical or IIH-Behavioral)/ Individual Support Services (ISS), *(please indicate which number is used for which service, if it differs):*

MonmouthCares' mission is to facilitate positive change so that children with emotional and behavioral challenges, along with their families, have the greatest opportunity to live, thrive, and develop in their communities. These youth may also have intellectual/developmental, substance use, and/or physical health challenges.

The goal of Children’s Mobile Response & Stabilization Services is to stabilize the child in his/her home or community and implement short term services to maintain that stability with referrals and linkages to community agencies.

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 replaces and supersedes all previous memoranda between the provider and the Monmouth Local System of Care. All documentation related to this MOU will be delivered via email to MonmouthCares, who records and maintains an electronic database of active MOUs for the Monmouth Local System of Care.

This MOU applies to the arrangement for or purchase of **Services** from **PROVIDER** for youth and families receiving care management services through the Monmouth Local System of Care. 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 the Monmouth Local System of Care.

A Shared Commitment to Children and Families

One of the primary goals of Monmouth Local System of Care 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 your work with the youth and families we assist and participate in Values and Principles of CSOC and Wraparound.

No Eject/No Reject Policy

In compliance with New Jersey's Department of Children and Families (DCF) policy, the Monmouth Local System of Care honors the no eject/no reject approach to service. Enrollment is maintained for all youth and families referred to CMO until defined outcomes or transition 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 your work with the children and families we assist.

Roles and Responsibilities of the Monmouth Local System of Care

- 1) The Monmouth Local System of Care has the responsibility of developing an Individual Service Plan (ISP) for youth enrolled in the CSOC through a Child and Family Team (CFT) process. The ISP serves as the authorizing document for the service delivery for a youth or family member. The Monmouth Local System of Care will send a Service Request Form to the provider to confirm initial service authorization. Re-authorizations will be communicated in Child and Family Team meetings and ongoing communication with the care manager.
- 2) The Monmouth Local System of Care will provide advance notice to CFT members of the meeting date, time, and location. The meetings are held about at least every 90 days, although in some cases they are held more often to respond to the particular needs of a child. All members of the CFT are contacted regularly to share information and get advice.
- 3) Each CFT member will have access to the ISP by either the electronic Contract Systems Administrator's (CSA) Medical Record which also includes the Crisis Plan, or by attending the CFT meetings. 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.
- 4) Care Managers will contact treatment providers a minimum of twice monthly by telephone to monitor progress of the youth, share information, and alert team members to upcoming CFT planning. If the treatment provider participates in a CFT meeting, this will satisfy the criteria for one of the telephone contacts.
- 5) In the event concerns or problems are identified impeding service delivery by providers, the Manager of Community Relations & Resource Development or Director of Mobile Response and Stabilization Services will contact the provider for resolution.

- 6) The Monmouth Local System of Care will inform providers of relevant staff changes and provide updated staff contact lists as needed.
- 7) Signing the MOU with The Monmouth Local System of Care does not guarantee referrals.

Roles and Responsibilities Specific to MEDICAID & NON-MEDICAID PROVIDERS

- 1) No services shall be procured or subcontracted to any outside agency or individual by a **PROVIDER** that has received a service referral.
- 2) **PROVIDER** is expected to return initial calls from the Monmouth Local System of Care seeking availability of services within 24 hours for the actual disposition as to whether the provider can accept the referral. Provider shall not accept a referral without knowing they can staff the request and will not ask the Care Manager for additional referral forms. Provider may ask for additional information regarding the youth once the referral has been accepted and sent. Provider will reach out within 24 hours to the family make contact to schedule an initial appointment after receipt of referral form. Provider will schedule an initial appointment with the family within 5 days of first contact.
- 3) **PROVIDER** will not wait longer than 30 days for authorizations before attempting to find out why the service was not authorized. Provider understands that if a youth is closed to the Monmouth Local System of Care there may be no way to obtain authorization for services delivered.
- 4) **PROVIDER** will not exceed the start and end dates or number of units of the requested service without express consent of the Care Manager and CFT. If provider feels that the needs of the family cannot be met within the units authorized, the provider can reach out to the Care Manager or CFT to discuss the need. Provider will bring any discrepancies between the number of units/start/end dates of what was requested and what was authorized to the attention of the Care Manager or their Supervisor as soon as possible but no more than one month after the initial referral.
- 5) **PROVIDER** agrees to check CYBER or call PerformCare for any continuation information/authorizations/requests before contacting the Monmouth Local System of Care for assistance.
- 6) **PROVIDER** is expected to share the commitment to families stated in the “10 Principles of Wraparound”.
- 7) **PROVIDER** is expected to participate as a member of the CFT 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. Provider understands that all decisions made regarding treatment, services, and use of resources is completed through the CFT process. Provider will bring all suggestions, recommendations, conclusions and concerns to the CFT meeting for discussion. If there are any questions regarding other services, funding, or suggestions the Provider will speak to the Care Manager before any discussion with the family, as appropriate.

- 8) **PROVIDER** is required to attend CFT meetings. If unable to attend, Provider may send an appropriate representative or written documentation; attendance may also be available via telephone conferencing. Services will *not* be continued with providers that do not participate in or provide information as requested for CFT meetings. Provider will support the principle of “no planning about the family without the family” and understand no CFT meeting can be conducted without the youth and family.
- 9) **PROVIDER** is expected to communicate progress, concerns, barriers, and newly identified needs of youth to Care Managers weekly if with MRSS and at least every other week if the youth is with CMO, providers will reach out to Supervisors in their absence. Providers are expected to provide timely notification to the Monmouth Local System of Care of any sentinel events involving Monmouth Local System of Care youth. Any significant issues or complaints about services provided by the Monmouth Local System of Care are reported to the Community Relations & Resource Development Manager or the Children’s Mobile Response and Stabilization Services Director.
- 10) **PROVIDER** will communicate using only CYBER ID# and initials to communicate with MonmouthCares over non-secure lines of communication.
- 11) **PROVIDER** is expected to inform the Monmouth Local System of Care of relevant staff changes and provide the Monmouth Local System of Care with updated staff contact list on a regular basis. Provider is expected to have all addresses listed as their primary address and not the address of the individual provider.
- 12) **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 the Monmouth Local System of Care. The Monmouth Local System of Care 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, the Monmouth Local System of Care 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.
- 13) 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 have staff that attend all appropriate CSOC trainings on wraparound, engagement, behavioral intervention, and other related courses. Providers are expected to ensure ALL staff are properly supervised. The Monmouth Local System of Care bears no responsibility for monitoring Provider’s staff licensing, certification, and credentialing compliance.
- 14) **PROVIDER** has comprehensive general and professional (malpractice) liability, property damage, workers compensation, and automobile liability insurance (if providing transportation to families or youth) with MonmouthCares listed as a certificate holder. Provider shall be continuously insured during the term of business with the Monmouth Local System of Care. Provider will notify the Monmouth Local System of Care at any time if insurance coverage is cancelled or suspended and will

cease providing services with families/youth until coverage is reinstated. The Monmouth Local System of Care bears no responsibility for monitoring insurance coverage, coverage limits or expirations. Provider agrees to send MonmouthCares updated policies promptly when requested.

- 15) **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. The Monmouth Local System of Care bears no responsibility for monitoring insurance coverage, coverage limits or expirations.
- 16) **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.
- 17) **PROVIDER** is expected to add and maintain their agency/organization information to the MonmouthResourceNet.org, a website developed by the Monmouth Local System of Care to be shared with and used by all community members. The MonmouthResourceNet 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 the MonmouthResourceNet at no cost to providers.
- 18) **PROVIDER** is expected to have representation at CSOC Provider Forums and local CMO Provider meetings.
- 19) **PROVIDER** understands and supports the need to have all services and supports become sustainable through the family's natural financial resources at the soonest appropriate time.
- 20) **PROVIDER** agrees that no services will be procured or subcontracted to any outside individual or agency.
- 21) **PROVIDER** agrees that any usage or recommendation to use Flexible Funding be communicated to the Care Manager before any discussion with the family occurs.
- 22) **PROVIDER** agrees that if the CFT decides to use another provider to provide the service that they are currently delivering that they will respect the wishes of the CFT and work to make the transition as smooth and positive for the youth and family.
- 23) **PROVIDER** agrees to work with the Monmouth Local System of Care for continuous quality improvement and ongoing self-assessment for all the services they provide to the Monmouth Local System of Care.

Roles and Responsibilities Specific to MEDICAID PROVIDERS

- 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 30 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 information in the electronic CSA database is limited to those involved in the individual provider's direct care ONLY.
- 6) **PROVIDER** understands that MonmouthCares, CPC Behavioral Healthcare, and Medicaid will only pay for face-to-face time spent for service delivery and will not pay for phone consultation, travel time, meeting time, or report writing.
- 7) **PROVIDER** will never ask the youth or family to sign a blank or incomplete form related to services and/or billing.
- 8) **PROVIDER** will attend 2 Provider Council Meetings per MonmouthCares' fiscal year (July – June) in order to remain eligible to receive referrals.

Roles and Responsibilities Specific to NON-MEDICAID PROVIDERS

- 1) **PROVIDER** is required to submit evaluations/assessments (i.e. BioPsychoSocial, Functional Behavioral Assessment, Clinical Summary Form, Specialized Evaluations etc.), where applicable, to the Monmouth Local System of Care within 30 days of service request. Provider must ensure when billing the Monmouth Local System of Care 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 the Monmouth Local System of Care 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.

- 3) **PROVIDER** is required to submit legible monthly provider reports using CYBER if accessible, if CYBER access is not present, provider will email, fax, or mail reports directly to the care manager. Provider is to ensure reports and invoices are given to the Monmouth Local System of Care no later than the 60th day after services were rendered. Provider must ensure when billing the Monmouth Local System of Care that invoices are presented with accompanying 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 the Monmouth Local System of Care.
- 5) **PROVIDER** understands that MonmouthCares & CPC Behavioral Healthcare will only pay for face-to-face time spent for service delivery and will not pay for phone consultation, travel time, meeting time, or report writing.

Confidential Information / Health Insurance Portability and Accountability Act (HIPAA of 1996): *Privacy Policy* and Alcohol and Drug Program Confidentiality (42 CFR Part 2)

During the term of this Agreement and thereafter, **PROVIDER** and the Monmouth Local System of Care 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.

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)**.

Quality Improvement

The Monmouth Local System of Care is committed to providing quality services to children and families. As a method of ensuring quality services, the Monmouth Local System of Care 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. The Monmouth Local System of Care also welcomes ongoing feedback from the providers on our care management services.

Cultural competency

As part of our commitment to offer quality services, the Monmouth Local System of Care 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, the Monmouth Local System of Care will notify the family receiving services from your agency and the CFT that there will be a change in services. The CFT 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, the Monmouth Local System of Care 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 representatives of **PROVIDER** and the Monmouth Local System of Care.

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

The Monmouth Local System of Care does NOT pay for attendance at CFTs, mileage/travel time, no shows, cancellations, or documentation (i.e., progress notes, treatment plans, etc.), or emails to the Monmouth Local System of Care/families/other providers. Payment for time is factored into the Medicaid rate. Those paid by Flexible Funding should have attendance factored into the hourly rate.

Medicaid

The Monmouth Local System of Care 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. **PROVIDER** 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 the Monmouth Local System of Care 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.

PROVIDER will contact the Monmouth Local System of Care within 14 days of the receipt of a referral in the case that **PROVIDER** does not see an authorization in the CYBER record that reflects the expected information previously stating in the referral. The Monmouth Local System of Care agrees to help facilitate the correct authorization in CYBER as agreed upon at the Child and Family Team meeting.

Non-Medicaid/Flexible Funded Services and Rates

PROVIDER agrees that for any service rendered and billed for that a summary progress note be submitted along with the invoice if Provider is unable to enter the note into CYBER. All services that are able to be entered into CYBER are expected to appear in the youth’s record.

PROVIDER agrees to provide required mentoring invoice packets that include session notes, a 1500 Health Claim Form, and a completed and signed DCF’s Intensive In-Community Service Delivery Encounter Form.

PROVIDER will be notified of any incomplete invoices that would delay payment of flex funded services and MonmouthCares will work with the **PROVIDER** to secure all necessary documentation for payment.

PROVIDER will complete the **Provider Rate Sheet** with services and related fees for non-reimbursable Medicaid/Flexible Funded Services offered.

MonmouthCares, Inc reserves the right to deny payment on any invoices for Flex Funded services not received within **60** days of the service delivery date. Provider agrees to submit invoices broken down by unique youth.

MonmouthCares, Inc, agrees to pay **PROVIDER** within 30 days of the receipt of a completed invoice. If MonmouthCares receives uncomplete invoices from PROVIDER for a flex funded services, MonmouthCares will reach out to PROVIDER and work with them to gain necessary paperwork to complete billing.

I acknowledge and understand that MonmouthCares, Inc as well as CPC Behavioral Healthcare and their 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 the organization and which have been authorized and/or referred to the organization by MonmouthCares, Inc. or CPC Behavioral Healthcare.

By signing below, individuals representing their agencies attest that all the information stated above is accurate, true, and the agency will continue to abide by this MOU while it is active.

PROVIDER

Signature of Authorized Representative *Date*

Print Name and Title

MonmouthCares, Inc

Signature of MonmouthCares Community Relations and Resource Development Manager *Date*

CPC Behavioral Healthcare

SAMPLE NOT TO BE USED