



Memorandum of Understanding
Between
Bergen's Promise, Inc. and [Provider Name]

This Memorandum of Understanding (MOU) hereinafter referred to as "Agreement" serves to define the roles and responsibilities of each agency as we work in partnership to provide services to youth and families served through the New Jersey Department of Children and Families' Division of Children's System of Care (DCSOC).

This Agreement applies to the arrangement for, or purchase of, professional services from [Provider Name] ("Provider"), for youth receiving care management through Bergen's Promise, Inc., ("Bergen's Promise"). This Agreement is effective upon the date of signature for 24 consecutive months, unless terminated as per the section named "Termination," and will apply to all professional services either purchased or arranged for a youth or family member by Provider according to the youth's approved Individual Service Plan and/or Crisis Plan created by the Child and Family Team and documented by Bergen's Promise. Prior to the end date of the agreement, Bergen's Promise will require Provider to renew the Agreement.

A Shared Commitment to Youth and Families

The primary goal of Bergen's Promise is to provide a single point of accountability in the coordination and management of community based services and care. Bergen's Promise works in partnership with the local Provider community to coordinate, improve and expand the services youth and their families receive. We are committed to providing the highest quality of service by upholding the values of the DCSOC. The care management model of Bergen's Promise is strength-based and community-driven. Our mission is to keep youth at home, in school, and out of trouble. We are dedicated to helping families find or develop sustainable resources to raise their children safely at home and in their communities. Our services are family driven, community-based, strengths-based, culturally sensitive, individualized and easily accessible. As one of our partners in the delivery of professional services, we expect that Provider will share our commitment and demonstrate these values through your work.

Roles and Responsibilities

Overall, Bergen's Promise adheres to the DCF "no eject/no reject" policy, maintaining enrollments for all referrals until defined outcomes and discharge criteria are met. The Provider will oversee the services contracted by Bergen's Promise including but not limited to referrals, payments and quality assurance for services rendered.

Bergen's Promise has responsibility to develop an individualized service plan (ISP) that is designed in collaboration with the youth's Child and Family Team. The team is comprised of individuals who are invested in the youth's future success. The ISP serves as the authorizing document for the service delivery for a particular youth. The ISP is child and family driven, strengths-based and culturally competent.

Provider agrees to participate as a member of the Child and Family Team organized with the family on behalf of the youth. Provider's staff member(s) working with youth are expected to participate as a Team member. Team members are responsible for offering input and assistance in the youth's plan of care. Your opinion is valued and needed to ensure the youth receives the highest quality service.

All Child and Family Team members, including Provider, are **required** to attend all CFT Meetings. The meetings are held at least every 30 days for the first 3 months, and every 45-60 days thereafter. CFT meetings may occur more often as necessary to respond to the particular needs of a youth. If the Team member is unable to attend, the Provider may send a supervisor in place of the youth's specific service Provider who serves as a Team member. If neither the Team member nor supervisor is able to attend in person, the Provider must inform the Care Manager immediately. At the Care Manager's discretion, the Provider may participate via telephone conference or submit a written report.

Bergen's Promise will provide advance notice to the Child and Family Team of each meeting's date, time, and location. The Bergen's Promise Care Manager is responsible for keeping the Provider informed, soliciting feedback, and coordinating efforts among Team members.

Each Child and Family Team member will receive a copy of the ISP. The ISP contains a Crisis Plan for the child and family. The Crisis Plan includes a detailed plan outlining the appropriate steps for responding to a crisis experienced by the family and child. Providers are expected to familiarize themselves with the family Crisis Plan and work collaboratively with the Care Manager to assist the family in its implementation.

In the event that a Provider becomes aware of a family in crisis, the Provider must contact the Care Manager within 1 business day. Any significant issues or crises should be reported immediately to the Bergen's Promise Care Manager or the Care Manager Supervisor. The ISP (including the Crisis Plan) will be updated at each Child and Family Team meeting. A copy of the updated ISP will be made available to each Team member.

The ISP is necessary to authorize services through Perform Care, the DCSOC Contracted Systems Administrator. Only authorized services will be eligible for payment. For providers operating within the DCSOC, payment will be made directly through Medicaid. For professional services that are non-Medicaid reimbursable, Bergen's Promise will administer payment through Flex Funds.

Confidential Information

During the term of this Agreement and thereafter, Provider and Bergen's Promise shall ensure that they and their directors, officers, employees, contractors, and agents hold all information about the youth and family in the strictest confidence and in accordance with state and federal laws, including but not limited to HIPAA.

"Confidential Information" shall include, but is not necessarily limited to, all information and records, whether oral, written, electronic, telephonic, or disclosed prior or subsequent to the execution of this Agreement, regarding the following: youth, individual names or listings of names or addresses of present or former youth and families served by Bergen's Promise, past and present financial, social, medical, psychological, substance abuse, and educational information about a family, and identification of services that are provided to youth and families enrolled with Bergen's Promise.

In addition to keeping youth and family information confidential, all reports, progress notes, correspondence, and publications written by or for Provider regarding youth and families enrolled in Bergen's Promise must be kept confidential. **Confidential information pertaining to youth and families shall not be sent via email.**

Quality Assurance

Bergen's Promise is committed to providing quality services to youth and families. As a method of ensuring quality services, Bergen's Promise evaluates the services offered through Provider. To ensure service quality, we may perform youth/family satisfaction surveys, random review of service delivery, and on-site visits. We will share our findings with Providers to help assist with their quality assessment. Bergen's Promise also welcomes ongoing feedback from Providers on our care management services.

As part of our commitment to offer quality services, Bergen's Promise strives to provide culturally competent services to youth and their families. Provider is expected to offer training to staff in cultural competence, 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.

As part of the Agreement, Provider must attend Bergen's Promise Quality Assurance meetings on a quarterly basis to discuss the quality of services being provided. These meetings serve as an interactive forum for our organizations to discuss positive outcomes, challenges and effectiveness of interactions between our agencies, and between Provider and the youth and families served by Bergen's Promise.

To support these meetings, we require Provider to complete a Provider Quality Assurance Feedback Form in advance of each Quality Assurance meeting in order to ensure quality delivery of services. This form will be provided by Bergen's Promise in advance of each quarterly meeting and should be considered an important part of the quarterly meetings. This report should be returned to Bergen's Promise no more than one week prior to the scheduled quarterly meeting. Provider will also submit monthly "positive" and "good news" stories detailing positive outcomes regarding Bergen's Promise youth who utilize Provider services.

As part of our Quality Assurance program, Bergen's Promise will facilitate forums dedicated to various topics including the wraparound model of care, county-wide service trends, and administrative protocols. Provider agrees to attend such meetings and will identify key persons from the organization to attend. In the event that attendance is not possible, advance notice must be given to Bergen's Promise and an alternative to attendance must be agreed upon.

Payment for Provider Services

**PLEASE REVIEW THE FOLLOWING PAYMENT METHODS AND REQUIREMENTS CAREFULLY.
COMPLIANCE IS CRITICAL TO RECEIVE ACCURATE AND TIMELY REIMBURSEMENT.**

Medicaid Billing

Bergen’s Promise 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 must bill Medicaid directly.

Provider agrees to accept payments from Medicaid as defined by the Medicaid Fee Schedule as payment in full. Bergen’s Promise will not provide any additional reimbursement.

Providing Intensive In-Community Services

- If the Provider provides, or intends to provide, Intensive In-Community Services (IIC) 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 Bergen’s Promise youth for these services.

- When IIC services are provided, it is required that an Axis I Diagnosis and justification be submitted at minimum every 6 months or when a diagnosis changes. Progress notes for IIC services must be submitted via CYBER.

- When authorized Intensive In-Community (IIC) services are provided to a youth who is also working with a Behavioral Assistant, Provider must provide the Care Manager and Parent /Guardian with the Behavioral Assistance Plan of Care. The document must detail the goals and specific strategies for each meeting with the parent/guardian signature.

Provider’s Medicaid Number issued for Intensive In-Community Therapy /Behavioral Assistance is

If Provider’s Medicaid application is in process, please provide the date that application was submitted:

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

Medicaid Progress Notes must be addressed and mailed or faxed to the Bergen’s Promise Clinical Director of Operations. (See Attached Progress Note Guidelines.) **DO NOT EMAIL PROGRESS NOTES.**

Mailing address:

218 Route 17 North, Suite 304
Rochelle Park, NJ 07662
Fax: 201-712-0391

Non-Medicaid/Flex Fund Billing

For those services that are not Medicaid reimbursable, the Provider agrees to invoice Bergen's Promise within **60 days** for any service delivered that will be paid through flexible/discretionary funding.

Provider understands that services invoiced after 60 days of date of service will be ineligible for payment from Bergen's Promise.

Provider agrees to invoice Bergen's Promise only for authorized services designated by the Individual Service Plan (ISP) as payable by Bergen's Promise Flex Funds.

Provider agrees to provide Bergen's Promise with an accurate accounting of the services provided to each youth stipulating the name and credentials of staff providing professional services, dates of service, diagnosis, authorization number and time periods.

Provider will provide copies of all necessary receipts attached to the invoices. No payment will be rendered unless the proper documentation is attached and all required information is included.

Bergen's Promise will review all invoices received and will then issue payment. Payments are normally processed within thirty (30) days of receiving the invoice.

See attached Rate Sheet for professional services. **Please note, rate for services paid through Flex Funds may not exceed the current Medicaid rate for the same or similar services.**

Billing Process for Flex Funded Services

Invoice Requirements:

- Invoices must be submitted to Bergen's Promise, to the attention of the Accounting Department **WITHIN 60 days from the date of service(s).**
- **Invoices MUST be original** in order for payment to be completed.
- In order to streamline the accounting process, the Provider should submit separate invoices for different types of services. For example, an invoice for an evaluation should *not* contain billing for transportation (should the Provider provide both types of service).
- The following documentation must be included:
 - Name, address, phone number, and Tax ID or Social Security Number of Provider
 - Child's name and CYBER ID number A completed HCFA (CMS 1500) form
 - A signed original Service Delivery Encounter Documentation Form. The form, along with complete instructions, can be found at <http://www.state.nj.us/dcf/Providers/csc/ServiceDeliveryDocumentation.pdf> under "IIC and BA."
 - Photocopied, faxed, unsigned, or altered forms cannot be accepted.
 - Progress Notes for each encounter billed, unless otherwise noted in the Agreement.
 - Tutoring and mentoring service notes must be signed by the Provider's clinical supervisor or designee. **Progress notes may not be submitted via email to ensure compliance with HIPAA Security Policies.**

- Only Progress Notes associated with the current invoice should be submitted with the billing packet. **Progress Notes must be submitted via mail or fax, and cannot be accepted via email.** In-person delivery is acceptable, but must be arranged in advance. (See Attached Progress Note Guidelines for suggestions regarding format.)

Documentation of Intensive In-Community Services with Behavioral Assistant

- When authorized Intensive In-Community (IIC) services are provided to a youth who is also working with a Behavioral Assistant, Provider must provide the Care Manager and Parent /Guardian with the Behavioral Assistance Plan of Care. The document must detail the goals and specific strategies for each meeting with the parent/guardian signature.
- Providers should NOT delay forwarding invoices to Bergen’s Promise due to any authorization issues/concerns. The Provider MUST send their invoices, along with a written explanation of their Authorization issues or concerns within the 60 day period so that any appropriate accommodation(s) for payment can be made.
- Invoices received by Bergen’s Promise more than 60 days after the date of service must be accompanied by a letter of appeal, addressed to the Executive Director, which fully explains the mitigating circumstances which caused the late billing submission. Letters will be reviewed by management and you will be advised in writing of our decision.
- Questions/concerns regarding invoices are ONLY to be directed to the Accounting Department at 201-712-1170/Accounting Department
- Do NOT contact Care Managers, the Community Resource Department, Quality Assurance, and/or Clinical Management about invoice/accounting related inquiries.

NON-COMPLIANCE WITH ANY OF THESE STIPULATIONS MAY RESULT IN PAYMENT BEING DELAYED OR DENIED.

Other/Miscellaneous

- Bergen’s Promise does not reimburse for attendance at Child and Family Team meetings, nor pay for transportation or transportation-related expenses to and from meetings or appointments.
- In addition, Bergen’s Promise does not reimburse Providers in the event of cancelled appointments, “no shows” or where a youth or family is unavailable for a previously scheduled appointment. It is the Provider’s responsibility to make families aware of its cancellation policies.

Provider Requirements

Provider certifies the following:

1. Provider meets and shall continue to meet during the term of this Agreement all applicable current local, state and federal requirements or standards set forth by any appropriate local, state or federal entity or licensing authority.
2. Provider agrees to follow all Bergen's Promise billing requirements.
3. Provider has comprehensive general and professional (malpractice) liability, workers compensation, property damage and automobile liability insurance (if providing transportation in the normal course of business). Attach a copy of Certificate of Insurances. See Provider Profile Checklist.
4. Provider shall provide Bergen's Promise with not less than thirty (30) days written notice prior to any modification, expiration or cancellation of any coverage set forth in #3 above. Prior to the modification, expiration and/or cancellation of any coverage, Provider shall secure replacement coverage upon the same terms and conditions and furnish Bergen's Promise with a certificate describing the replacement coverage.
5. Provider is a Provider in good standing with all appropriate New Jersey state and federal government agencies, departments or bureaus.
6. Provider has and will maintain an active license with appropriate licensing authorities. Attach a copy of licensure/certification. See Provider Profile Checklist.
7. If Provider provides on-site or residential services, Provider agrees to keep the house/facility as a safe environment, to provide appropriate supervision and comply with all state regulations governing such services.
8. Provider agrees to provide any authorized service in a manner consistent with the specifications outlined by the ISP or subsequent amendments to the ISP.
9. If Provider is providing Behavioral Assistance or Intensive In-Community Therapy Services, Provider agrees to abide by the requirements described in the Medicaid Regulations.
10. No services shall be procured or subcontracted to any outside agency or individual.
11. Provider certifies that all personnel having direct contact with youth have completed current criminal background and Child Abuse Registry Index checks. Please attach a copy of any of your agency's policies on criminal history/background checks. See Provider Profile Checklist.
12. Provider certifies that all staff who transport youth must have had a current driving record check. Please attach a copy of any of your agency's policies on driving record checks. See Provider Profile Checklist

13. Provider is familiar with the services being authorized, and possesses the necessary skills and experience to render the services.
14. Provider agrees to make available their site for visits by the youth's Parent/Guardian or a Bergen's Promise representative.
15. Provider will thoroughly document all services performed and make that documentation available to Bergen's Promise upon request.
16. Provider is encouraged to require all direct service staff to participate in the Wraparound trainings offered by the Division of Child Behavioral Health Services through the University of Medicine and Dentistry of New Jersey.
17. Provider agrees to escalate issues and respond to all communication promptly, and collaboratively address any and all clinical and administrative challenges that may arise.
18. There are currently no investigations or proceedings pending, nor to the Provider's knowledge threatened, that could lead to a suspension, revocation, restriction, limitation, or other termination of its license to practice, any type of disciplinary or corrective action by the appropriate licensing or registering authority, or any reprimand or monetary fine or penalty imposed by such licensing or registering authority.
19. Provider has not been, and covenants that during the term of this Agreement hereunder, he shall not be:
 - convicted of (i) any offense related to the delivery of an item or service under the Medicare or Medicaid programs or any program funded under Title V or Title XX of the Social Security Act (the Maternal and Child Health Services Program or the Block Grants to States for Social Services Program, respectively), (ii) a criminal offense relating to neglect or abuse of patients in connection with the delivery of a health care item or service, (iii) fraud, theft, embezzlement, or other financial misconduct in connection with the delivery of a health care item or service, (iv) obstructing an investigation of any crime referred to in (i) and (iii) above, (v) unlawful manufacture, distribution, prescription, or dispensing of a controlled substance; or (vi) any felony.
 - required to pay any civil monetary penalty under 42 U.S.C. §1320a-7a regarding false, fraudulent, or impermissible claims under, or payments to induce a reduction or limitation of health care services to beneficiaries of any state or federal health care program; or
 - excluded from participation in Medicare, Medicaid, or the Maternal and Child Health Services (Title V) Program or any program funded under the Block Grants to States for Social Services (Title XX) Program. The Physician represents and warrants that he has not been subject to any investigation or proceeding that could lead to any of the events set forth in paragraphs (a) through (c).

Termination

Either party may terminate this Agreement for any reason with thirty (30) days prior written notice. Upon receiving written notice, Bergen's Promise will notify the family and the Child and Family Team

that there will be a change in service provider. The Child and Family Team will then meet to revise the youth's ISP to reflect termination of services from Provider.

In the event of failure of Provider to comply with any provision of this Agreement, Bergen's Promise reserves the right to terminate this Agreement upon five (5) days written notice and may terminate this Agreement immediately in the event of a violation of any term or condition of this Agreement.

Amendment

This Agreement may not be amended or modified in any of its provisions except by a subsequent written agreement executed by a duly authorized representative of Provider and Bergen's Promise.

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.

By signing below, you are confirming that all information provided is current, accurate, and is agreed to for the length of this Agreement. Failure to adhere to the requirements of this Agreement, in whole or in part may result in non-payment of invoices and/or termination of the Agreement.

Provider

Signature of Executive Director or Designee

Date

Print Name and Title

Bergen's Promise, Inc.

Signature of Executive Director or Designee

Date

Print Name and Title

For internal Bergen's Promise purposes only. All information has been fully reviewed and is complete.

Accepted and Reviewed by: _____

Date: _____

Provider Profile

Provider Name: _____

Primary Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Other: _____

Contact Name: _____ Title/Position: _____

Email: _____ Direct Phone: _____

Website: _____ Cell: _____

Agency Director: _____ Direct Phone: _____

Billing Contact: _____ Direct Phone: _____

Billing Address (if different from above): _____

Medicaid Provider Numbers and specific services/locations they represent: _____

Tax ID (corporations) or Social Security number (independent Providers): _____

Payment methods (please circle all that apply):

FREE SERVICE SLIDING SCALE/SELF-PAY MEDICAID OTHER (SPECIFY)

Commercial Insurance Accepted (please list): _____

If services are limited to Specific Areas/Towns, please list: _____

Provider Profile Checklist

- Additional locations** - if you have more than one location, provide a list of all additional locations, the services they provide, and the appropriate contact person(s).
- Staffing list** – provide a complete staffing list.
- Professional license and/or certification** – Attach license and/or certification for self and/or staff providing services pursuant to this Agreement. *All license(s) or certification(s) must be current and effective prior to professional services being rendered.*
- Professional liability insurance** – Attach a copy of Certificate of Insurance. Proof of liability insurances must be provided annually.
- Behavioral Assistance*** - If Provider offers Behavioral Assistance, provide the name and license number of the clinical supervisor and also attach a copy of their license.
Clinical Supervisor: _____
License Number: _____

*Note - All Behavioral Assistants must be certified or in the process of being certified within 6 months of this Agreement. If a Behavioral Assistant is unable to complete their certification, Bergen’s Promise must be notified at least 30 days prior to the 6-month mark in order to transition services.

- Criminal Background Checks** - attach a copy of any of Provider’s policies on criminal history/background checks.
- Driving Record Check** - attach a copy of any of your agency’s policies on driving record checks.

Progress Notes Guidelines – IIC, BA, BCBA, and Substance Abuse Services

Please ensure that all progress notes submitted to the Finance Department along with your agency's invoices are:

- Signed by both the employee and the immediate supervisor
 - Each note must be signed individually – one signature for a packet of multiple notes is not acceptable
- Typed
- Include the following information:
 - Encounter date
 - Encounter start time
 - Encounter end time
 - Date of note
 - Persons present

Progress notes should follow the DAP format – Description, Assessment, and Plan. Please ensure that all of the following areas are covered in each progress note:

- Goal of the session
- Life Domain(s) addressed
- Description of the encounter, including:
 - Strategies and interventions used
 - Outcome
- Assessment of the encounter, including:
 - Youth's affect and participation during encounter
 - Mini-MSE (IIC notes only)
 - Progress made and effectiveness of strategies and interventions
- Planning and follow-up, including:
 - Date of next session
 - Goals for next session
 - Follow-up communication to be made with CFT members