

# Memorandum of Understanding

Between

Partnership for Children of Essex “PCE”

and

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“Provider”

This Memorandum of Understanding (MOU or Agreement) is entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Partnership for Children of Essex (PCE), a non-profit corporation located at 571 Central Avenue, Newark, NJ 07107, and \_\_\_\_\_ (Provider), located at

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Street Address City State Zip

**WHEREAS, PCE** is an independent, community-based Unified Care Management (UCM) program that combines advocacy, individualized service planning and care management into a single, integrated, cross-system process; and

**WHEREAS,** as a UCM, **PCE** assesses, designs, implements and manages child-centered and family-focused Individual Service Plans (ISP) for children and adolescents whose needs are complex and require intensive care management techniques that may cross multiple service systems; and

**WHEREAS,** as part of its UCM responsibilities, **PCE** is responsible for the development of community resources and coordination of care with all providers and agencies with whom the child and family are involved to assure that the child and family receive individualized services that are delivered in the community where the child lives; and

**WHEREAS, PCE** and the **Provider** mutually desire to enter into an arrangement whereby the **Provider** will become a participant in the community service/resource network and render professional services to children and families served by the New Jersey Division of Child Behavioral Health Services (DCBHS); and

**WHEREAS**, in return for the provision of services by the **Provider**, **PCE** will pay the **Provider**'s claims for non-Medicaid reimbursable services rendered in accordance with the terms of this Agreement;

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants, promises and undertakings herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

**Article I**

**Goals: A Shared Commitment to Children and Families**

One of **PCE**'s principal goals is to work in partnership with children and their families and the local provider network to coordinate, improve and expand the services families receive from their local community. **PCE** is committed to providing the highest quality of services by upholding the values of the Wraparound philosophy. These values define **PCE**'s promise to the community: **PCE**'s services are family-driven, community-based, strength-based, culturally competent, individualized, and easily accessible. As one of its partners in the delivery of services, **PCE** expects that the **Provider** will share its commitment to these values through all of the **Provider**'s work with the children and families **PCE** assists.

**Article II**

**Purpose**

This MOU defines the roles and responsibilities of each agency as the parties work in partnership to provide services to children and families served by DCBHS. The execution of this MOU is in no way a guarantee or promise by **PCE** to refer children or families for services to the **Provider**.

**Article III**

**Scope**

This MOU applies to the arrangement for or purchase of services from the **Provider** for children receiving care management through **PCE**, and will apply to all services either purchased or arranged for a child through the child's approved Individual Service Plan (ISP) and/or Crisis Plan.

## Article IV

### Term

This Agreement is effective on the date entered and shall remain in effect until **January 1, 2012** unless earlier terminated as per Article XI or any other authority under this Agreement.

## Article V

### PCE's Responsibilities

1. **Development of ISP:** PCE has the responsibility of developing an Individualized Service Plan (ISP) for children enrolled in PCE through a child and family team process. This ISP serves as the document that indicates the services that have been authorized for delivery for a particular child. Each Child-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 phone numbers, supports and a detailed plan outlining the appropriate steps for responding to a crisis experienced by the family and child. The ISP (including the Crisis Plan) will be updated at each Child-Family Team meeting. The updated ISP will be mailed out to each team member. If the Provider is indicated as providing services in the ISP, it is agreed that the Provider is willing to be a part of the family crisis plan as well.

2. **Notice of ISP Meetings:** PCE will provide advance notice to Child-Family Team members of the ISP meeting date, time and location.

3. **Sharing of Information:** PCE's Care Manager is responsible for keeping the **Provider** informed, obtaining the **Provider's** advice, inviting the **Provider** to Child-Family Team meetings and coordinating the **Provider's** efforts with other team members. The Care Manager will keep the **Provider** updated on the child's progress. All members of the Child-Family Team are contacted regularly to share information and obtain advice.

4. **Payment for Services.**

(a) **Flex Funds.** PCE shall pay the **Provider** for services rendered to children and families served by DCBHS using Flex Funds in accordance with the Fee Schedule set forth in **Appendix I** to this MOU. PCE will issue payment within thirty (30) days of receiving a properly submitted and timely invoice that complies with the requirements of Article VI of this MOU. Rate changes must be reported immediately in writing; otherwise PCE will only honor the rates identified in Appendix 1. In order to receive timely payments from PCE, provider invoices must be accompanied with signed service verification forms.

(b) **Medicaid.** **PCE will not** be responsible for payment of Medicaid eligible services if the **Provider** is an approved Medicaid Provider. This includes providers of behavioral assistance (BA), intensive in-community (IIC), in-office therapy and residential services. Providers who are approved Medicaid Providers agree to bill Medicaid directly for such Medicaid eligible services. It is the provider's responsibility to verify Medicaid eligibility and proper authorization prior to providing any Medicaid reimbursable services.

## Article VI

### Provider's Responsibilities

In addition to any other responsibilities stated in this Agreement, the Provider shall have the following responsibilities:

1. **Full Participation in Child-Family Team Process:** As a service provider for enrolled children, the **Provider** agrees to participate as a member of the child's Child-Family Team. As a team member, **Provider** has the opportunity to offer input and assistance in the care of the child. **Provider's** opinion is valued and needed to ensure the child receives the highest quality of services. **Provider** must be in compliance with paragraph 16 of this Article prior to furnishing any services to children under this Agreement.
2. **Attendance at ISP Meetings:** As a member of the Child-Family Team, **Provider** is required to attend all ISP meetings. The ISP meetings are held at least on a quarterly basis, although in some cases they are held more often to respond to the particular needs of a child. If unable to attend, the **Provider** may send a supervisor or other knowledgeable representative. With pre-approval from a **PCE** supervisor, attendance may also be possible via telephone conferencing in certain special situations.
3. **Progress Reports:** As a team member, the **Provider** must provide progress reports on a regular basis. At a minimum, the **Provider** must submit a copy of the Plan of Care within 30 calendar days following the date of referral and with every change thereafter and submit monthly progress reports to the Care Manager within 14 calendar days following the end of each month for which services were rendered. Providers having access to CYBER can utilize CYBER as a means of entering the documentation required in this agreement. The Care Manager will also seek additional verbal reports as necessary. Any significant issues or crisis should be reported by the **Provider** to **PCE** immediately to the Care Manager or Supervisor. This includes, but is not limited to unusual incident reporting

requirements set forth by DCBHS. The **Provider** agrees to submit all of the above mentioned reports in a timely fashion. **PCE** will not process payments to the **Provider** for any services rendered until the corresponding reports have been submitted to **PCE**. In addition, **PCE** may terminate this MOU if these required reports are not timely submitted.

4. **Supervision/Safe Environment:** If the **Provider** provides on-site or residential services, the **Provider** agrees to keep the House/Facility as a safe environment and to provide appropriate supervision as per State regulations.

5. **Compliance with ISP:** The **Provider** agrees to provide the service(s) being purchased in a manner consistent with the specifications outlined by the ISP or subsequent amendment(s) to the ISP.

6. **Compliance with Applicable Regulations:** The **Provider** will abide by all rules, regulations, licenses, laws, codes of ethics, local/state/federal regulations or laws, and any other similar regulations or requirements related to the types of services being provided by the **Provider**. If the **Provider** is providing Behavioral Assistance (BA) or Intensive In-Community (IIC) Services, the **Provider** agrees to abide by the regulations and/or requirements of the New Jersey Department of Human Services and Department of Children and Families, DCBHS and Medicaid. These regulations are subject to change as per the Department of Human Services, the Department of Children and Families, and Medicaid. Any changes and/or additions adopted by the Department of Human Services, the Department of Children and Families, or Medicaid shall automatically be deemed incorporated into this MOU by reference and shall be binding upon the parties

7. **Background Checks:** The **Provider** shall have a process in place to ensure that all of the **Provider's** employees and contracted workers having direct contact with children have completed a criminal and employment background check. In addition, any other background checks required by regulations or laws governing the types of services being provided by the **Provider** must be completed by the **Provider**. Without limiting the foregoing, **Provider** also shall fully comply with the "Health Care Professional Responsibility and Reporting Enhancement Act," codified at N.J.S.A. 26:2H-12 et seq. The **Provider** will abide by all related regulations set forth by DCBHS. The **Provider** will not permit an individual to work with a **PCE** child or family when that individual has a criminal background or prior work or personal history that may indicate behaviors that could put that child or family at risk.

8. **Qualifications of Staff.:** The **Provider** will ensure that all staff providing services and supervision meet all licensing and credentialing requirements necessary to provide the services(s) being purchased and possess the necessary skills and experience to render the requested service(s). The **Provider** will assure that its employees, officers,

agents or any individuals or entities employed by, affiliated with or representative of Provider in rendering services in connection with this MOU adhere to the requirements of this Agreement.

9. **Access to Provider's Site:** The **Provider** agrees to make available their site for visits by Parent/Guardian or UCM representative.

10. **Documentation of Services:** The **Provider** will document all services performed. In addition, the **Provider** will complete the DCBHS' "Service Documentation Form" for BA and IIC services as directed by DCBHS. **PCE** will not process payments to the **Provider** for BA or IIC services rendered unless a fully completed "Service Documentation Form" is submitted to **PCE** with the invoice for said services.

11. **Training for BA and IIC Services:** All BA and IIC service providers must comply with all required trainings as set forth by DCBHS. Failure of the **Provider** to meet the training requirements set forth herein may result in the termination of this MOU.

12. **Submission of Claims and Accounting:** The **Provider** agrees to provide **PCE** with an accurate accounting of the services provided to each child, stipulating the staff involved in rendering the service, and dates of service. No payment will be rendered unless the proper documentation is attached.

13. **Time to Submit Claims:** The **Provider** shall invoice **PCE** on a monthly basis only for services provided that have been pre-authorized within the ISP as payable by Flex Funds. The **Provider** will forward the monthly invoice no more than thirty (30) days following the end of the month for which services were rendered. Any invoices received by **PCE** later than Thirty (30) days following the last date of service for the month, shall not be paid by **PCE** and the **Provider** shall be forever barred from obtaining reimbursement for services rendered in connection with such untimely submittal of invoices. It is the responsibility of the **Provider** to maintain an accurate Accounts Receivable record and monitor payment of invoices submitted to **PCE**.

14. **Payment in Full:** The **Provider** agrees to accept payments from Medicaid as defined by the Medicaid Fee Schedule as payment in full for services rendered under this MOU. The **Provider** acknowledges and agrees that **PCE** will not provide any additional reimbursement above the current Medicaid rate at the time of service to the **Provider** under this MOU. The **Provider** will not bill or collect payment from the Child or Family, or seek to impose a lien, for the

difference between the amount paid under this MOU and **PCE**'s customary charges or for any amounts denied or not paid under this MOU. In such cases, the **Provider** must hold the beneficiaries of the services harmless.

15. **Non-Discrimination:** The **Provider** will not discriminate against any child or family member, with regard to quality of service or accessibility of services, on the basis of the child or family member's race, religion, national origin, sex or any other characteristic protected by law in relation to the services being provided under this MOU.

16. **Provider's Representations and Warranties:** The **Provider**, by virtue of its execution and delivery of this MOU, represents and warrants that:

- A. It is a duly organized and validly existing legal entity in good standing under the laws of its jurisdiction of organization; has all requisite corporate power and authority to conduct its business as presently conducted, and to execute, deliver and perform its obligations under this MOU; and the execution, delivery and performance of this MOU by the **Provider** has been duly and validly authorized by all action necessary under its organizational documents and applicable corporate law;
- B. The execution, delivery and performance of this MOU by the **Provider** does not and will not violate or conflict with (i) the organizational documents of the **Provider**, (ii) any material agreement or instrument to which the **Provider** is a party or by which the **Provider** or any material part of its property is bound, or (iii) applicable law;
- C. It and its employees and contracted workers have obtained and holds all registrations, permits, licenses, and other approvals and consents, and, if applicable, have made all filings, that are required to obtain from or make with all governmental entities under applicable law in order to conduct its business as presently conducted;
- D. Each submission of a claim by the **Provider** pursuant to this MOU shall be deemed to constitute the representation and warranty by it to **PCE** that (i) the representations and warranties of it set forth in this section and elsewhere in this MOU are true and correct as of the date the claim is submitted, (ii) it has complied with the requirements of this MOU with respect to the submission of such claim, and (iii) the claim is a valid claim;
- E. If applicable, it has a valid certificate of occupancy;

- F. It has current liability, including malpractice if appropriate, insurance;
- G. It meets all applicable current local, state and federal requirements or standards set forth by any appropriate local, state or federal entity or licensing authority that pertain to the provision of services under this MOU;
- H. It is a provider in good standing with New Jersey State and federal government agencies.
- I. It has and will maintain, without material restriction, such licensure, registration, and permits as are necessary to enable it to lawfully perform this Agreement. **(Copies Attached)**.

## **Article VII**

### **Confidential Information**

During the term of this Agreement and thereafter, the **Provider** and **PCE** shall ensure that they and their directors, officers, employees, contractors, and agents hold confidential information in the strictest confidence and in accordance with state and federal laws and regulations.

“Confidential Information” consists of information that is proprietary to the parties and the Agreement and that is not generally known to the public or in the public domain and shall include, but is not limited to, all information and records, whether oral or written or disclosed prior to or subsequent to the execution of this Agreement, regarding the following: children, individual names or listings of names or addresses of present or former children and families served by **PCE**, past and present financial, social, medical, psychological, substance abuse and educational information about a family, and identification of services that are provided to UCM enrolled children and their families.

In addition to keeping child and family information confidential, all reports, progress notes correspondence and publications written by or for the **Provider** regarding UCM enrolled children must be kept confidential.

The **Provider** agrees to execute any Confidentiality Agreement that the Department of Human Services may require be signed by participants in an ISP to adhere to all rules and procedures governing Medicaid and NJ FamilyCare beneficiary confidentiality.

The confidentiality obligations set forth in this Article shall survive the termination or expiration of this Agreement.



## Article VIII

### Health Insurance Portability and Accountability Act (HIPAA OF 1996):

**PCE** is HIPAA compliant and expects all providers of services through the ISP to be as well. The **Provider** and each of its employees and agents performing services required under this Agreement shall comply with the policies, rules and regulations pertaining to the patient information, security and privacy provisions of the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder, as amended from time to time (“HIPAA”). The **Provider** agrees to amend this Agreement as necessary to comply with such additional guidance published by the Center for Medicare and Medicaid Services and/or the United States Department of Health and Human Services. Consistent with the requirements of HIPAA, the **Provider** and **Provider’s** employees and agents shall: (i) appropriately access and disclose patient information; (ii) appropriately use **PCE’s** information system; (iii) use appropriate safeguards to prevent unauthorized access and disclosure of patient information; (iv) protect against any reasonably anticipated threats or hazards to the security or integrity of health information and unauthorized uses and disclosures of patient information; and (v) comply with other applicable requirements of the final regulations. If requested, the **Provider** shall execute **PCE’s** standard form of Business Associate Agreement(s) related to privacy and security on, prior or subsequent to the effective date of this Agreement. The **Provider** and **Provider’s** employees and agents understand that unauthorized access to or disclosure of patient information may result in criminal penalties, civil penalties, notification of licensing boards and notification of state and federal agencies.

**PCE has** established a policy and process by which families are provided the right to inspect and obtain a copy of their protected health information (PHI) as required by HIPAA. Families and/or children may obtain a paper copy of their PHI as contained in the Designated Record Set (DRS), as that term is defined under 45 C.F.R. § 164.501.

A DRS may include the following:

- Individualized Service Plan
- Progress Notes
- Insurance Information
- Enrollment Information
- Demographic Information

- Strengths and Needs Assessments
- Medicaid Information
- Claims and Billing Information
- Requests for Access/Amendment
- Statement of Disagreement

Families enrolled in **PCE do not** have access to third party psychotherapy notes. However, families may be provided access to the summaries of treatment that are provided directly to **PCE**.

**PCE** may share and/or disclose client PHI under this MOU to the extent allowed under HIPAA.

## **Article IX**

### **Quality Assurance**

**PCE** is committed to providing quality services to children and families. As a method of ensuring quality services, **PCE** will evaluate the services offered through the **Provider**. These evaluations are accomplished through a variety of ways, including child/family satisfaction surveys and feedback, random review of service delivery, and on site visits. **PCE** will share its findings with the **Provider** to help assist the **Provider** with their quality assessment. **PCE** also welcomes ongoing feedback from the providers on its care management services. **PCE** reserves the right to rate the **Provider** as compared to other service providers based upon quality assurance findings and compliance with the requirements set forth in this Agreement. This rating may be shared with the children and families being served by **PCE** and with any other party as deemed appropriate by **PCE**.

As part of our commitment to offer quality services, **PCE** strives to provide culturally competent services to children and their families. The **Provider** also must engage in culturally competent services that respect the diversity of the families the parties serve. Specifically, the **Provider must** offer culturally competent training to 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 child and family.

## **Article X**

### **Insurance for the Provider**

The **Provider**, at its sole cost and expense, shall procure and maintain appropriate and adequate insurance coverage and will be required to provide documentation of coverage, prior to signing of the Agreement and within 10

days of each policy renewal thereafter. Except to the extent coverage is a state mandated placement, the **Provider's** coverage must be placed with responsible, financially sound insurance carriers authorized or approved to write coverage in the state in which the services are provided. The **Provider's** liability insurance shall be, at a minimum, of the types and in the amounts set forth below. The **Provider** shall provide **PCE** with not less than fifteen (15) days written notice prior to any modification, expiration or cancellation of any such coverage.

TYPE OF INSURANCE

**MINIMUM LIMITS**

Medical malpractice and/or professional liability insurance if providing professional mental health services.	One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate
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Commercial general and/or umbrella liability insurance	One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate
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1. The provider agency identified in this agreement hereby indemnifies and holds harmless Partnership for Children of Essex from any damages, claims, liabilities, and costs, including reasonable attorney's fees, or losses of any kind or nature whatsoever ("Loss") which may in any way arise from the Services performed by the provider agency, or any breach or alleged breach by the provider agency of this Agreement.

**Article XI**

**Termination**

This Agreement may be terminated under any of the following circumstances:

1. Termination without Cause
  - (a) By the mutual written agreement of the Parties; or
  - (b) Either party may terminate this Agreement for any reason upon thirty (30) days written notice.

Upon receiving the written notice, **PCE** will notify the family receiving the **Provider's** services and the Child-Family Team that there will be a change in services. The Child-Family Team will then meet to revise the child's ISP to reflect termination of the **Provider's** services.

2. Termination for Cause.

(a) In the event of failure of the **Provider** to comply with any provision of this Agreement, **PCE** reserves the right to terminate this Agreement upon five (5) days written notice.

(b) Either party may terminate this Agreement upon five (5) days written notice to the other party in the event that the other party (i) loses licensure or other governmental authorization necessary to perform under this Agreement; or (ii) is barred or suspended from participation in any governmental sponsored program applicable to this MOU, including, but not limited to, Medicaid.

**Article XII**

**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 the **Provider** and **PCE**.

**Article XIII**

**Assignment**

Neither this Agreement nor any of its provisions may be assigned, delegated or transferred by either party without the prior written consent of both parties.

**Article XIV**

**Severability**

Any provision of this MOU that is unlawful, invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining provisions of this MOU or the lawfulness, validity or enforceability of the offending provision in any other situation or jurisdiction.

**Article XV**

**Nonwaiver**

The waiver by either party of any breach of any provision of this MOU shall not operate as a waiver of any subsequent breach of the same or any other provision.

**Article XVI**

**Notice**

Any notice required to be given under this Agreement shall be in writing. All written notices shall be deemed to have been given when delivered in person, by electronic mail, by facsimile or, if delivered by first-class United States mail, on the date mailed, proper postage prepaid and properly addressed to each party at the address set forth at the beginning of this Agreement or to another more recent address of which the sending party has received written notice. Notwithstanding the previous sentence, all notices of termination of this Agreement by either party must be sent by certified mail, return receipt requested. Each party shall provide the other with proper addresses, facsimile numbers and electronic mail addresses of all designees that should receive certain notices or communication instead of that party.

**Article XVII**

**Governing Law**

This MOU shall be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to its conflict of laws principles.

**Article XVIII**

**No Referrals**

This Memorandum of Understanding (MOU) is an agreement between the **Provider** and **PCE** to outline the roles and responsibilities of each party. This MOU is not intended to be and should not be construed as a contract or a commitment that is intended to induce, reward, or guarantee any quantity of referrals for services from **PCE** to the **Provider**.

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Signature of an Appropriate Officer from the **Provider**

Date

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Print full name and title of person signing this agreement for the **Provider**

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Signature of **PCE** Executive Director, Victor Alvarez, LCSW

Date

Fee Schedule

**Payment for Provider Services**

**Flex Funds**

<u>Type of Services</u>	<u>Rate/Hour</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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Signature of an Appropriate Officer from the **Provider** Date

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Print full name and title of person signing this agreement for the **Provider**

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Signature of **PCE** Executive Director, Victor Alvarez, LCSW Date