

**Memorandum of Understanding
Between**

Hudson Partnership Care Management Organization

110 Meadowlands Parkway, Secaucus NJ, 07094 Ph: 201-537-1460 Fax: 201-537-1452

www.hudsoncmo.org

And

(Please include address of Agency)

This Memorandum of Understanding (MOU, or agreement) serves to define the roles and responsibilities of the parties named above as they work together to provide supports to children and families served through the New Jersey Division of Children and Families and Children’s System of Care (CSOC).

A Shared Commitment

Hudson Partnership Care Management Organization (HPCMO) assesses, designs, implements, and manages child-centered and family -focused supports for children 5-21 years old whose needs require care management that may cross multiple service systems. HPCMO 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 in Hudson County, New Jersey. The execution of this MOU is in no way a guarantee or promise by HPCMO to refer children or families for services to the provider.

One of our goals at Hudson Partnership CMO is to work in concert with children 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 values of the wrap around philosophy and the CSOC. These values define our promise to the community; our services and family driven, community-based, culturally competent, strength-based, individualized and easily accessible. As one of our partners in the delivery of services, we expect that a provider will share our commitment to these values through any and all work with the children and families we assist.

Roles and Responsibilities

Coordination of Care

Hudson Partnership CMO 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.

Individualized Service Plan (ISP) and Child Family Team (CFT)

HPCMO has the responsibility of developing an ISP for each child through the CFT process. The ISP serves as the authorizing document for the service delivery for a particular child. As a service provider for enrolled children, the provider agrees to participate as a member of the child's CFT. As a team member,

you have the opportunity to offer input and assistance in the care of the child. Your opinion is valued and needed to ensure the child receives the highest quality of services.

As a member of the CFT, you are asked to attend all ISP meetings. HPCMO will provide advance notice to the CFT members of the ISP meeting date, time and location. 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 their supervisor, attendance may also be possible via telephone conferencing.

Each CFT 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 CFT meeting. The updated ISP will be available in CYBER and will be given to each team member who does not have CYBER access. 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.

The Care Manager is responsible for keeping a provider informed, obtaining your input, inviting you to CFT meetings, coordinating your efforts with other team members and monitoring the quality of services provided.

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

After consultation with HPCMO, transition will proceed in an appropriate manner when Provider identifies that all outcomes have been achieved, the maximum benefit of the intervention has been achieved or if there are issues in working with the family.

Language Translation

When working with a family whose first language is not English, the Business Associate providing the service will make efforts to meet that need. If that need remains unfilled, Hudson Partnership CMO will utilize an app-based translation service that connects the provider and youth/family with a live translator.

Sharing Information

The assigned Care Manager will keep you updated on the child's progress and expects the same from you. All members of the CFT are contacted regularly to share information and get input.

Documentation

As a team member, the Provider must submit progress reports on a regular basis. At a minimum, said reports must be submitted within 30 calendar days following the date of referral and with every change thereafter and submit monthly progress reports which include goals, interventions, and progress toward goals to the Care Manager within 14 calendar days following the end of each month for which services were rendered. The Care Manager will also seek additional verbal reports as necessary. Provider will submit, as appropriate, all treatment plans, BA ISPs, FBAs, etc. to the Care Manger. Any significant issues or crisis should be reported immediately to the Care Manager or Supervisor by the Provider. This includes, but is not limited to, unusual incident reporting requirements set forth by DCF. The Provider agrees to submit an accurate accounting of the services provided to each child, stipulating the staff involved in rendering the service, and dates of service. Providers that have access to CYBER must enter progress notes into the youth's electronic record within 72 hours of service date as mandated by the

Contracted System Administrator. No payment will be rendered unless the proper documentation has been received.

Payment for Services

Funds: HPCMO shall pay the Provider for services rendered to children and families served by CSOC using funds in accordance with the Fee Schedule set forth in this MOU. HPCMO will issue payment within thirty (30) days of receiving a properly submitted and timely invoice. (Please see page 8 "Submitting Provider Billing...")

Medicaid: HPCMO **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 (UC), 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. Provider agrees that if a child is closed to HPCMO and is longer enrolled in the Children's System of Care that there may be no way to obtain an authorization for service(s) delivered. Furthermore, 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 the Provider'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.

Requirements of Assurances

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 (UC) Services, the Provider agrees to abide by the regulations and/or requirements of the New Jersey Department of Human Services, Department of Children and Families 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. Provider also agrees to abide by the Hudson Partnership CMO Corporate Compliance and Medicaid Compliance Policies.

If Provider is aware of any allegations or instances of Medicaid fraud, waste, or abuse, caused by Agents (i.e., employees or subcontractors) of the Provider or in performance of the Services hereunder, they are required to notify HPCMO and provide details of the investigation and the findings.

For agencies that receive payment from Medicaid, HPCMO utilizes the following databases on a monthly basis to determine if an agency we have a MOU contract with has been identified by Medicaid as violating their policies.

- 1) State of New Jersey debarment list
https://www.nj.gov/comptroller/doc/nj_debarment_list.pdf
- 2) Federal exclusions database
<https://exclusions.oig.hhs.gov/>

- 3) NJ Treasurer's exclusion database
<http://www.state.nj.us/treasury/revenue/debarment/debarsearch.shtml>
- 4) N.J. Treasurer's exclusions database
<http://www.state.nj.us/treasury/revenue/debarment/debarsearch.shtml>
- 5) N.J. Department of Health licensure and certification database, including: Nursing Home Administrators, Certified Assisted Living Administrators, Certified Nurse Aides/Personal Care Assistants, and Certified Medication Aides
<http://njna.psiexams.com/search.jsp>

Agencies contracted with HPCMO that bill Medicaid need to check their employees/contractors monthly to maintain compliance with this Memorandum of Understanding Contract. Many providers utilize the services of licensed individuals who may work for more than one agency, therefore increasing their potential exposure to Medicaid fraud/abuse liability claims.

As part of the Organization's obligations under DRA Section 6032, we are distributing to you along with this Memorandum of Understanding a copy of the Organization's current Federal Deficit Reduction Act Policy. This Policy is also included in the Organization's Corporate Compliance Plan, the Organization's Employee Handbook and can be found on our agency website for future reference as well (www.hudsoncmo.org). In signing this MOU, you are agreeing to disseminate the attached Deficit Reduction Act Policy and make the policy available to your employees and managers. For any additional information or questions regarding your obligations to comply with Section 6032 policies, you can contact our Corporate Compliance Officer, Ryan Williams, at 201-520-2316.

Non-Discrimination

HPCMO practices a No Reject/No Eject policy which means that new families cannot be rejected when referred by the CSA unless they do not meet the criteria for admission and that families enrolled in the CMO cannot be ejected. We expect that any service provider signing an MOU with HPCMO will also adhere to that policy. It is also expected that 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.

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 **prior to receiving a referral from HPCMO**. 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 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 DCF. The Provider will not permit an individual to work with a 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.

Insurance

Provider has, and will maintain, liability insurance, including malpractice insurance, if appropriate. Provider shall provide HPCMO with not less than fifteen (15) days written notice prior to any modification, expiration or cancellation of any such coverage. Prior to the modification, expiration and/or cancellation of any such coverage, Provider shall secure replacement of such coverage upon the same terms and conditions and furnish HPCMO with a certificate describing such replacement coverage. Should cancellation occur that exposes Provider to an uncovered period, it is expected that both service and contact activity will cease and that HPCMO will be notified within 72 hours. There shall be no contact with child/family until evidence of new coverage is provided to HPCMO who will hold a copy of proof of insurance in Providers file.

The minimum limits of Comprehensive Liability, Malpractice, and if appropriate, Automobile Insurance to be maintained are: One million dollars (\$1,000,000) per incident/ Three million dollars (\$3,000,000) per year.

The Provider identified in this agreement hereby indemnifies and holds harmless HPCMO 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, to the extent that such Losses are the direct result of the sole negligent acts or omissions of the Provider, or any breach or alleged breach by the Provider of this Agreement.

Workers' Compensation

Provider has, and will maintain, Workers' Compensation insurance. New Jersey law requires that all New Jersey employers, not covered by Federal programs, have Workers' Compensation coverage or be approved for self-insurance. Even out-of-state employers may need Workers' Compensation coverage if a contract of employment is entered into in New Jersey or if work is performed in New Jersey.

The following employing entities must have Workers' Compensation insurance in effect:

- Corporations: All corporations operating in New Jersey must maintain Workers' Compensation insurance or be approved for self-insurance so long as any one or more individuals, including corporate officers, perform services for the corporation for prior, current, or anticipated financial consideration*.
- Partnerships/LLC's: All partnerships and limited liability companies (LLC's) operating in New Jersey must maintain Workers' Compensation insurance or be approved for self-insurance so long as any one or more individuals, excluding partners or members of the LLC, perform services for the partnership or LLC, for prior, current, or anticipated financial consideration*.
- Sole Proprietorship: All sole proprietorships operating in New Jersey must maintain Workers' Compensation insurance or be approved for self-insurance so long as any one or more individuals, excluding the principal owner, performs services for the business for prior, current, or anticipated financial consideration*.

* Financial consideration means any remuneration for services and includes cash or other remuneration in lieu of cash such as products, services, shares of or options to buy corporate stock, meals or lodging, etc.

Provider's Site

Provider agrees to make their site available for visits by Parent/Guardian or HPCMO representative. If Provider provides on site or residential services, Provider agrees to keep the House/Facility as a safe environment and to provide appropriate supervision as per state regulations.

Licenses

Provider has, and will maintain, an active license with appropriate licensing authority. Provider has a current license through Division of Medical Assistance and Health Service to provide Intensive In-Community Services.

If provider is not licensed within the State of New Jersey, provider must be supervised by a licensed New Jersey provider.

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). Provider agrees that all BAs and mentors provided to HPCMO are certified and otherwise qualified. Children's System of Care trainings on Wraparound and other related topics are available to individual providers. These courses are free and sometimes offer CEUs. Provider will supply to HPCMO a copy of all appropriate staff licenses. 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.

BA, IIC and IIIH

It is HPCMO policy to accept only licensed Master Level therapists. Provider agrees that all IIIH and IIC Individual Level and IIIH and IIC Master's Level therapists provided to HPCMO are licensed by the appropriate State of New Jersey licensing board. All Behavioral Assistants must have a BA certificate issued through the Children's System of Care. If Provider is providing Behavioral Assistance or In-Community Services, Provider agrees to abide by the requirements described in the New Jersey Department of Children and Families, New Jersey Partnership for Children Technical Overview of New Children's Services (Addendum A). All the specifications in Addendum A are included within this Memorandum of Understanding as requirements of the Provider. These regulations are subject to change as per the Department of Human Services and Medicaid. Any changes and/or additions adopted by the Department of Human Services or Medicaid become expectations within this Memorandum of Understanding. No services shall be procured or subcontracted to any outside agency or individual.

Confidential Information

During the term of this Agreement and thereafter, Provider and HPCMO 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.

"Confidential Information" 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 Hudson Partnership CMO, past and present financial, social, medical, psychological, substance abuse and educational information about a family, and identification of services that are provided to CMO 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 CMO enrolled children must be kept confidential.

Health Insurance Portability and Accountability Act (HIPAA of 1996)

Hudson Partnership CMO is HIPAA compliant and expects all providers of services through the ISP to be as well. It is the policy of Hudson Partnership CMO to establish a structure 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. We have a process in which families and/or children may obtain a paper copy of their PHI as contained in the Designated Record Set (DRS). A DRS is a set of documentations generated from a primary source input, specifically the CMO, wherein PHI is contained. A DRS may contain the following:

- Individualized Service Plan
- Insurance Information
- Demographic Information
- Medicaid Information
- Requests for Access/Amendment
- Progress Notes
- Enrollment Information
- Strength and Needs Assessment
- Claims and Billing Information
- Statement of Disagreement

Through our contracts we may share and/or disclose client PHI. Under the language and provisions of HIPAA such providers are contracted with Hudson Partnership CMO as "Independent Contractors".

Families enrolled with HPCMO do not have access to third party psychotherapy notes. However, families may be provided access to the summary of treatment that is provided directly to HPCMO.

Quality Assurance

HPCMO is committed to providing quality services to children and families. As a method of ensuring quality services, HPCMO evaluates 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; on-site visits. We share our findings with the Provider to help assist the Provider with their quality assessment. HPCMO also welcomes ongoing feedback from the providers regarding our care management services.

As part of our commitment to offer quality services, HPCMO strives to provide culturally competent services to children and their families. We expect the providers we contract with to engage in culturally competent services that respect the diversity of the families we serve. Provider should 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.

Continuity Plan

It is HPCMO's expectation that each individual provider who enters into a MOU will have in place a Business Continuity Plan that will be utilized and followed in the event of a disaster situation or a general cessation of business/services within the County/State/Country.

Termination

Either party may terminate this agreement for any reason with thirty (30) days written notice. Upon receiving the written notice, HPCMO will notify the family receiving 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 Provider's services.

In the event of failure of Provider to comply with any provision of this agreement, HPCMO reserves the right to terminate this Agreement upon 5 days written notice.

Amendment

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

Assignment

Neither this Agreement nor any of its provisions shall not be assigned, delegated or transferred by either party without the prior written consent of both parties.

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.

Non-waiver

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.

Notice

Any notice required to be given under this Agreement shall be in writing. 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 email addresses of all designees that should receive certain notices or communication.

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.

Documentation

Provider agrees to mail all of the supporting documentation requested in the Memorandum of Understanding cover letter, including:

- Resumes of sole proprietor providers
- Current Corporate Liability and Workman's Compensation insurance declarations
Completed W-9 form
- List of providers that will include: name, license number (if applicable), area(s) served, years of experience, languages spoken (if applicable), and specialties (if applicable).

Submitting Provider Billing and Progress Summary Report to HPCMO

Provider understands and agrees that HPCMO and Medicaid only pay for face-face service delivery and cannot pay for phone consultations or time spent in meetings, traveling or writing reports. HPCMO requires that certain information must be contained on all invoices submitted to HPCMO for payment:

- Provider name and address
- A sequential invoice number
- Full name of the HPCMO enrolled child for whom service was provided and date of service
- A clear description of service provided (individual, group, type of service)

For any flex funds services

A separate monthly invoice must be submitted for each child receiving services from a provider. Invoices, along with Encounter form, should be e mailed to: invoices@hudsoncmo.org

A Progress Summary Report must be completed and mailed each month to the attention of the Care Manager via e mail.

All providers

It is highly recommended, but not required that all providers register as a resource on our on-line resource site: www.hudsonservicenetwork.org . This is a public website is accessible to HPCMO care managers, the families we work with, and anyone in Hudson County.

Fee Schedule

Provider will invoice Hudson Partnership CMO on a monthly or biweekly basis and **make a note that payments are made on the first and the fifteenth of each month.** All services billed must be only for authorized services designated within the ISP and which are not covered by Medicaid.

Fee Schedule Exceptions

Outpatient Funds

An initial payment for outpatient services will be made to the provider once the flex fund request is approved. This payment will cover the cost of the first 6 sessions. Once 4 sessions have been completed the team can determine if more sessions are necessary, and if so, a second flex fund request for an additional 6 sessions can be made. Each approved flex fund request will provide a prepayment covering the upcoming approved sessions.

Register for on-line vendor payments

To begin the enrollment process, please click on the link below, or copy and paste the URL into your browser's address bar. (If you opt out of registering, payments will be mailed on the first and fifteenth of each month)

<https://vendors.nvoicepay.com/enroll/udsonpartnershipcmo>

Provider agrees to provide HPCMO with an accurate accounting of the services provided to each child, stipulating the staff involved in rendering the service and dates of service. Provider will provide copies of all necessary receipts to be attached to the invoices. No payment will be rendered unless the proper documentation is attached.

Flex Fund Service List

Types of Service	Fee/Rate

Provider Initials _____

Medicaid

Hudson Partnership CMO will not be responsible for payment of Medicaid eligible services if you are an approved Medicaid Provider. Provider agrees to accept payments from Medicaid as defined by the Medicaid Fee Schedule as payment in full.

Hudson Partnership CMO will not provide any additional reimbursement.

Medicaid Service List

Types of Service	Fee/Rate

Please note: HPCMO requires that only licensed IIC's work with our youth. Please see the highlighted copy on page 5 of this agreement. The only circumstances that a non-licensed master's level is acceptable is if they speak a second language needed by the family.

Please provide below all Medicaid ID numbers assigned to your agency, and the specific services that pertain to each:

Medicaid # _____ Services _____

Medicaid # _____ Services _____

Medicaid # _____ Services _____

Important Additional Links

Please Read: Memo Background Checks

Please Read and Sign: Hudson Partnership CMO's Business Agreement

Please Read: Hudson Partnership Corporate Compliance Plan

Provider Initials_____

Contract Renewal

This contract is valid for one year. To maintain an active contract with HPCMO after the first year, the provider will need to send updated copies of active professional licenses, liability insurance, and workers' compensation insurance (if applicable) one month prior to the expiration of the MOU contract.

Provider Signature

Date

Print full name and title of person signing this agreement

Signature of Hudson Partnership CMO- Chief Executive Officer

Date