

2008 PSN MOU Template – REVIEW COPY – NOT FOR SIGNATURE

**Cuyahoga Tapestry System of Care
Provider Services Network**
MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding made and entered into this _____ day of _____, 2008 by and between the Board of County Commissioners, Cuyahoga County, Ohio (the "County"), on behalf of the Office of Health and Human Services, Cuyahoga Tapestry System of Care ("CTSOC"), and _____ [name of provider] a [type of legal entity e.g., corporation not-for-profit, independent contractor, Ltd., LLC.], with principal offices located at [address] (the "Provider").

Recitals

Whereas, the BOCC has established the Cuyahoga Tapestry System of Care (CTSOC) office to develop and manage an integrated system of care to meet the needs of the county's multi-system, multi-need children through a high-fidelity wraparound process; and

Whereas, the BOCC has contracted with several agencies to provide Care Coordination using wraparound plans for these multi-system, multi-need children and families; and

Whereas, such wraparound plans require the provision of a range of formal and informal services; and

Whereas, CTSOC has established a network of community agencies and individual providers, known as the Provider Services Network (PSN), to provide needed services to children and families enrolled in Cuyahoga Tapestry System of Care; and

Whereas the Provider has applied to be in the PSN, is qualified to and desires to provide certain services for children and families enrolled in Cuyahoga Tapestry System of Care; and

Whereas, the purpose of this MOU is to establish the service provision process and the payment procedure for the Provider's services after appropriate authorization by CTSOC.

Therefore, the parties agree as follows:

Article 1: Term

This MOU will be effective for services rendered between January 1, 2008 through December 31, 2008.

Article 2: Description and Scope of Services

- A. The Provider shall provide only those services identified on Exhibit A, attached to this MOU, unless changes are approved by the CTSOC office.
- B. The Provider shall provide services under this MOU solely to those children and families enrolled in Cuyahoga Tapestry System of Care for whom the Provider receives an approved Service Authorization Request (SAR).
- C. Provider agrees to provide the services according to the description of services described in the Provider Services Network Application, and consistent with any applicable laws,

regulations, and/or other reasonable policies and procedures as established by CTSOC.

- D. The Provider will cooperate with the CTSOC office, the Care Coordination agency and other Providers in the provision of services to enrollees. The Provider shall provide services according to the wraparound plan of care (POC) as completed by the Care Coordination agency.

Article 3: Provider Obligations

- A. Provider certifies that its credentials and those of its employees or those engaged by Provider to provide services under this MOU meet all applicable certification and/or professional licensing requirements.
- B. Provider shall provide all personnel required to perform the services under this MOU. Any replacement of personnel shall be by persons of like qualifications. Provider shall identify by name all personnel who are providing services under this MOU. Provider shall notify the CTSOC office of any changes in personnel providing services under this MOU.
- C. Provider shall report any change in the ability to provide services to the CTSOC office. Failure to provide such notice may result in termination from the Provider Services Network.
- D. Provider will maintain written documentation to adequately demonstrate the date, time, duration, location, type of service provided to enrollees and enrollee's participation.
- E. The Provider agrees to comply with all state and/or federal regulations governing the provision and documentation of services or reimbursement for services.
- F. The Provider will cooperate with all relevant CTSOC policies and procedures, including invoicing, credentialing, utilization review, quality assurances, complaint/grievance procedures, claims procedures, maintenance of clinical information, and documentation to be included in the enrollee's record.
- G. The Provider may not subcontract or assign work under this MOU to another agency without the prior written consent of the CTSOC office. The Provider must inform the CTSOC office of all "independent contractors" who may be providing services under this MOU. An "independent contractor" is an individual provider who has a contractual arrangement to provide services for an agency, but is not a direct employee of that agency.

Article 4: Compensation

- A. This MOU is conditioned upon the availability of funds appropriated or allotted for payment(s) of this MOU.
- B. Provider understands and agrees that Cuyahoga County assumes no obligation to purchase from Provider any minimum amount of services, and the County does not guarantee that any volume of referrals will be made or funded by this MOU.
- C. Cuyahoga County shall pay for services covered under this MOU on a unit-times-unit-price basis. The approved services and unit rate for each service are listed in Exhibit A; such

services and rates to be in effect for the calendar year and/or until changes are approved by the CTSOC office.

- D. Cuyahoga County will not compensate Provider for services not included in a Service Authorization Request (SAR) or not invoiced within 60 days.
- E. Cuyahoga County will not compensate any Provider for services rendered prior to Provider having obtained the required criminal background checks on any individual providing services under this MOU.
- F. Cuyahoga County will not compensate any Provider for services rendered by an individual provider whose credentials do not meet requirements of the State of Ohio and Cuyahoga County.
- G. Cuyahoga Tapestry System of Care's PSN funds will be the "payor of last resort" after all other public and private funds restricted to the services being purchased, including Medicaid, medical insurance and restricted contributions, have been exhausted.
- H. Cuyahoga County shall recover from Provider money paid in excess of the conditions of this MOU. Repayment shall be made in full within thirty (30) days after the County has made a written demand for repayment. The County may recover repayments due to the County from any subsequent payments due to the Provider under this or future MOUs.
- I. Provider may not supplant Medicaid, Health Maintenance Organization, or Preferred Provider Organization funded services with funding under this MOU.
- J. Should the County's reimbursement from state, federal, or local sources not be obtained or continued at a level sufficient to allow for payment for the services in this MOU, the obligations of each party shall be terminated.

Article 5: Billing

- A. Synthesis is the preferred method for invoicing for services provided to CTSOC enrollees. Synthesis allows agencies to view and verify authorizations for services, process claims, and track payments. The Provider may apply for a login ID to access vendor-specific information maintained in Synthesis. The Provider agrees to request individual IDs for only those staff members requiring access to Synthesis to verify and process authorizations and claims. CTSOC may restrict the number of authorized users from any Provider. The Provider agrees to notify the CTSOC office when an individual staff ID is to be inactivated due to a change in job duties or when the individual is no longer employed by the Provider.
- B. The Provider agrees to comply with all policies and procedures related to documentation of services provided as a condition for billing for those services, and shall provide CTSOC with billings for services no later than 60 days from the date of service. CTSOC reserves the right to not pay for units of service reported by Provider that are not supported by documentation required under this MOU.

- C. A Service Authorization Request (SAR) is transmitted online monthly by the Care Coordinator. At the end of each month, Provider shall submit an invoice on-line or, with advance permission of CTSOC, manually on an official invoice form to CTSOC, Attn: Business Services Administrator. Invoices must contain a record of units of service provided, unit cost and total cost for each enrolled client.
- D. CTSOC reserves the right to withhold payment or modify the Provider's invoice and payment procedures where Provider fails to deliver the authorized services, or otherwise violates any provision of this MOU, or applicable laws, rules, and regulations.
- E. The Provider warrants that claims made for payment of services shall be for actual services rendered to eligible individuals and as outlined in this MOU and do not duplicate claims made to other sources of public or private funds for the same service.

Article 6: Confidentiality

- A. The Provider agrees to comply with all federal and state laws applicable to the Provider concerning the privacy rights of enrollees and the confidentiality of enrollee records, including those concerning the confidentiality of medical/health records, drug and alcohol addiction treatment records, social service records, mental/retardation/disabilities service consumer records, and or abuse and neglect or other confidential records relevant to CTSOC.
- B. The Provider shall not use or disclose any information about enrollees who receive services from the Provider for any purpose not connected with the Provider's responsibilities under this MOU, or those of Cuyahoga Tapestry System of Care, except with the informed written consent of the enrollee and/or the enrollee's legal guardian, or when required to do so by applicable law.

Article 7: Criminal Background Checks

Provider certifies that it complies with applicable Ohio Revised Code provisions dealing with criminal records checks and fingerprinting of certain persons who may have contact with children, persons with mental retardation or older adults. The Provider shall complete criminal records checks on all employees and volunteers who will have contact with children, including those providing transportation. The Provider shall retain and agrees to make available for inspection at any time background checks on employees and volunteers providing services under this MOU. The Provider shall not allow any person to provide services to children under this MOU who does not meet the requirements of Ohio law. The Provider will notify the CTSOC Office within 24 hours of becoming aware that any person providing services to children under this MOU has been arrested for any of the offenses listed in ORC §109.572.

Article 8: Records

- A. Provider shall maintain such records and financial statements as required by state and federal laws, rules and regulations. Provider shall cooperate with the CTSOC office and its public partners, in any program audits and any necessary compliance reviews, and shall provide all information requested by CTSOC and its public partners necessary to complete such an audit.

- B. The Provider shall provide the CTSOC office with such information on MOU related finances as the CTSOC office shall determine to be reasonably necessary to perform its obligations. Provider shall have an annual financial and compliance audit or an agreed upon procedure engagement that is conducted by an independent auditor who is a certified public accountant.
- C. Provider shall maintain, and, upon request, furnish to CTSOC, at no cost, all information requested by CTSOC relating to (1) the care of enrollees for inclusion in the case records maintained by the Care Coordinator and/or (2) the quality, quantity, or cost of services covered by this MOU.
- D. So long as not inconsistent with applicable provisions of state and federal laws relating to the confidentiality of case records, Provider agrees that Cuyahoga County, CTSOC representatives, or representatives of appropriate state or federal agencies, shall have the right to inspect case, program and financial records to evaluate or confirm Provider's delivery of care and services under this MOU.

Article 9: Non-Discrimination

The Provider agrees that in the employment of labor, skilled or unskilled, under this MOU, or in the provision of services, there shall be no discrimination exercised against any person because of race, religion, national origin, sex ancestry, age, disability, sexual orientation, or veteran status.

Article 10: Americans with Disabilities Act

The Provider certifies compliance with the Americans with Disabilities Act of 1990. The Provider assures that its facilities and services provide reasonable access to all persons with a disability or that reasonable accommodation can be made to provide access. The Provider agrees to make modifications (that do not impose undue hardship) to assure access.

Article 11: Transportation

Any person transporting children and families must have a current and valid driver's licenses, including a commercial driver's license if required. The Provider will not allow anyone to transport children or family members who currently has six (6) or more points on their driver's license or who has been convicted of driving under the influence of alcohol or drugs in the past three (3) years.

Article 12: Insurance and Indemnification

- A. Insurance: The Provider shall carry such insurance (e.g. general liability, automobile, worker's compensation, property damage, and/or professional liability) as is reasonably necessary to adequately insure against any and all claims that may arise out of Provider operations under the terms of this MOU. Such insurance may be through insurance policies or through self-insurance programs maintained by Provider. Provider shall provide proof of insurance upon request.
- B. Indemnification: The Provider agrees to indemnify and save Cuyahoga, County Ohio and all participating CTSOC public partners, employees and agents harmless from suits or actions of every nature and description brought against it and/or them, for or on account of any injuries

or damages received or sustained by a party or parties or from any act of the Provider, its servants or agents arising under this MOU.

Article 13: Modification, Amendment, Termination

- A. Cuyahoga County reserves the right to modify any and all aspects of Cuyahoga Tapestry System of Care. The County will give the Provider a reasonable amount of time to adjust to any modifications. The County reserves the right to cancel Cuyahoga Tapestry System of Care at any time due to budgetary constraints or any other reason. If Cuyahoga County terminates Cuyahoga Tapestry System of Care, the County will pay the Provider for those services provided under SARs authorized prior to the effective termination date.
- B. CTSOC reserves the right to cancel this MOU and remove the Provider from the Provider Services Network where Provider fails to deliver the authorized services, or otherwise violates any provisions of this MOU, or applicable laws, rules, and regulations. Otherwise, CTSOC reserves the right to cancel this MOU upon 30 days' written notice to the Provider.
- C. This MOU may be amended by mutual consent of the parties in writing, signed and dated by all signators, to be attached to and incorporated as part of this MOU.

Article 14: Miscellaneous Provisions

- A. Relationship: The Provider shall be and remain an independent contractor with respect to all services performed under this MOU. The Provider understands and agrees that it is without the right or authority to impose tort, contractual or other liability on Cuyahoga County.
- B. Exhibits: The exhibit and documents referenced are incorporated as part of this MOU.
- C. Governing Law: This MOU shall be governed by and interpreted in accordance with the laws of the State of Ohio.
- D. Waiver: The waiver of breach of any term of this MOU shall not be interpreted as waiver of any other term of this MOU.
- E. Entire MOU: This MOU is the entire MOU between the parties with respect to the subject matter and it supersedes all prior oral or written understandings with respect to the subject matter.

The parties hereby execute this MOU by their duly authorized officials:

Board of Cuyahoga County Commissioners

Provider

by: _____

by: _____

Print Name _____

Title: _____

