



Memorandum of Agreement

Piedmont JJSAMHP

This Memorandum of Agreement is made and entered into as of _____ (“**Effective Date**”) by and between Cardinal Innovations Healthcare Solutions, a managed care organization, with corporate offices at 4855 Milestone Avenue, Kannapolis, North Carolina, 28081 (“**Cardinal Innovations**”), Daymark Recovery Services, Inc., Monarch, Turning Point Homes, Inc., Barium Springs/Grandfather Homes, RHA Health Services, Inc., Family Services of Davidson County, Inc., Sims Consulting and Clinical Services, Inc., and Youth Villages, Inc. (**individually, the “JJSAMHP Provider,”** and **collectively, the “JJSAMHP Providers”**), and the local county division of the North Carolina Department of Public Safety, Division of Adult Correction and Juvenile Justice for the 19A, 19C, 22B, 20A and 20B Judicial Districts covering the counties of Cabarrus, Rowan, Davidson, Stanly and Union (“**DJJ**”).

1. BACKGROUND

- A. Cardinal Innovations is a managed care organization operating as a Pre-paid Inpatient Health Plan pursuant to 42 C.F.R. Part 438 that manages certain publicly-funded resources in the areas of mental health, substance abuse and developmental disabilities for Medicaid enrollees within its 16-county catchment area.
- B. Each JJSAMHP Provider is individually contracted with Cardinal Innovations as a treatment provider in Cardinal Innovations’ closed provider network pursuant to the terms of a Procurement Contract for Provision of Services, and amended by, supplemented or otherwise modified from time to time in accordance with its provisions (hereafter the “Contract”) which allows each JJSAMHP Provider to provide substance abuse and/or mental health services to consumers in Cardinal Innovations’ catchment area.
- C. DJJ is a division of a State agency which focuses on juvenile justice issues and at-risk youth and is committed to the reduction and prevention of juvenile delinquency by effectively intervening, educating and treating youth in order to strengthen families and increase public safety.
- D. The Juvenile Justice Substance Abuse Mental Health Partnerships (“**JJSAMHP**”) are local teams across the State of North Carolina at the county level that work to deliver effective, family-centered services and supports for juvenile justice-involved youth with substance use and/or mental health challenges following System of Care principles. The partnerships operate under System of Care principles that include, but are not limited to, collaboration, Child and Family Teams, individualized treatment, strengths-based focus and an approach that is outcome-based and data driven.
- E. Cardinal Innovations, the JJSAMHP Providers and DJJ desire to work together collaboratively as part of the JJSAMHP for Cabarrus, Rowan, Davidson, Stanly and Union counties (“**Piedmont JJSAMHP**”), to improve services for youth who are involved in the juvenile justice system to keep them from going deeper into the system (“**JJSAMHP-Involved Youth**”).

2. SCOPE OF AGREEMENT

A. **JJSAMHP Providers.** Each JJSAMHP Provider, as a participant in the Piedmont JJSAMHP, agrees to:

- (1) Complete substance abuse and mental health assessments for JJSAMHP-Involved Youth utilizing the Global Assessment of Individual Needs (“**GAIN-I**”) and Global Assessment of Individual Needs Lite Version (“**GAIN-I Lite**”) where clinically indicated by a score of three or more on the Global Assessment of Individual Needs Short Screener (“**GAIN SS**”).
- (2) Accept either the GAIN-I, GAIN-I Lite Version or a Comprehensive Clinical Assessment (“**CCA**”) completed by a JJSAMHP Provider when evaluating referrals for services in lieu of completing its own CCA, provided such assessment encompasses all components required by Cardinal Innovations and set forth in the applicable North Carolina Division of Medical Assistance Clinical Coverage Policy.
- (3) Complete the assessment using the following guidelines:
 - a. For emergent referrals, within 1 business day of the referral (e.g. if the referral is made on a Friday, the assessment should be completed by Monday;
 - b. For urgent referrals, within 2 business days of the referral; and
 - c. For routine referrals, within 10 business days of the referral.
- (4) Communicate the results of the assessment with the designated DJJ referral source, either verbally or in writing within 14 business days.
- (5) Offer JJSAMHP-Involved Youth a choice of at least two (2) providers, to the extent reasonable and practical under the circumstances.
- (6) No later than the 5th of each month, provide monthly reports on the clinical progress of JJSAMHP-Involved Youth to the designated DJJ referral source which captures the following information:
 - a. Date accepted into treatment service; and
 - b. Level of involvement, including all of the following items:
 - (1) Number of appointments attended for the preceding month;
 - (2) Number of scheduled appointments for the preceding month;
 - (3) Number of missed appointments for the preceding month; and
 - (4) Summary of progress in treatment.
- (7) No later than the 5th of each month, provide monthly written reports on the clinical progress of JJSAMHP-Involved Youth to Cardinal Innovations JJSAMHP representative which captures the following information:
 - a. Date of assessment;
 - b. Date of first contact;
 - c. Number of contacts in the past 30 days;
 - d. Date accepted into treatment service;
 - e. Summary of progress in treatment;
 - f. Date of discharge, if applicable; and

- (8) Follow System of Care principles, which are:
- a. Family Driven and Youth Guided
 - b. Child and Family Teams
 - c. Individualized
 - d. Community Based
 - e. Natural and Community Resources
 - f. Collaboration
 - g. Strengths Based
 - h. Persistence
 - i. Culturally and linguistically Competent
 - j. Outcome Based and Data Driven
- (9) If JJSAMPH-Involved Youth is in an enhanced service, participate in Child and Family Team meetings (“CFTs”), to be held every 30 days, at a minimum, consistent with the System of Care principles, and facilitate such CFT where appropriate.
- (10) Maintain GAIN licensure and ensure staff administering GAIN assessments are appropriately trained to administer the GAIN-I and GAIN – I. If JJSAMHP Provider is not licensed to provide GAIN assessments, such provider may complete a CCA.
- (11) Provide the services listed below to JJSAMHP-Involved Youth:
- a. GAIN-I, GAIN-I Lite assessments or CCA;
 - b. Outpatient Therapy (Individual, Family, and Group) (“OPT”);
 - c. Intensive In-Home Services (“IHS”);
 - d. Multisystemic Therapy (“MST”);
 - e. Psychological Assessments; and
 - f. Treatment Alternatives for Sexualized Kids (“TASK”).

When appropriate, make referrals for residential services (namely, Level I, Level II, Level III and Psychiatric Residential Treatment Facility) to providers in the Cardinal Innovations network.”

In the event of an emergency, make a referral to Mobile Crisis Management.

Collectively, the foregoing services are the “**JJSAMHP Services.**”

- (12) In connection with all Treatment Authorization Requests (“TARs”) for JJSAMHP-Involved Youth submitted to Cardinal Innovations’ Utilization Management Department, identify such consumers as “JJSAMHP-Involved.”
- (13) Obtain a signed release of information authorizing JJSAMHP Providers and DJJ to disclose or exchange Protected Health Information, as that term is defined by the Health Insurance Portability and Accountability Act of 1996, for any youth referred for JJSAMHP Services.
- (14) Abide by DJJ’s policy regarding its standard of zero tolerance pertaining to unduly familiar or sexually abusive behavior, either by another juvenile or by staff, volunteers, vendors, contractors, or individuals having custody of or responsibility for the safety, security, care and/or treatment of juveniles. Such policy includes a strict prohibition against engaging in personal dealings or any conduct of a sexual nature with a juvenile. Abiding by this policy includes assuming the duty to report a violation of this policy to DJJ.

- (15) Comply with applicable State laws which make it a crime to: (i) sell or give a juvenile any intoxicating drink, barbiturate or stimulant drug, or any narcotic, poison or poisonous substance, except upon the prescription of a physician; (ii) convey to or take from a juvenile any letters, or verbal messages; to convey any weapon or instrument by which to effect an escape, or that will aid in an assault or insurrection; or (iii) trade with a juvenile for clothing or stolen goods or to sell a juvenile any article forbidden by rules or DJJ policies.

B. Department of Juvenile Justice. DJJ, as a participant in the Piedmont JJSAMHP, agrees to:

- (1) Utilize the GAIN SS for all youth during the intake process.
- (2) Make direct referrals to the JJSAMHP Providers based on the results of the GAIN SS where clinically indicated by a score of three or more on the Global Assessment of Individual Needs Short Screener (“**GAIN SS**”).
- (3) Capture the following data points and report such information to the Piedmont JJSAMHP on a monthly basis, due no later than the 5th day of each month:
 - a. Number of youth on diversion plans;
 - b. Number of youth adjudicated (undisciplined or delinquent);
 - c. Number of youth assessed using the GAIN SS;
 - d. Number of youth assessed using the GAIN-I or GAIN-I Lite; and
 - e. Number of youth referred for involvement with the JJSAMHP.
- (4) Obtain a signed release of information using the form of release provided by Cardinal Innovations authorizing Cardinal Innovations to disclose or exchange Protected Health Information, as that term is defined by the Health Insurance Portability and Accountability Act of 1996, for any youth referred for JJSAMHP Services; and

C. Cardinal Innovations. Cardinal Innovations, as a participant in the Piedmont JJSAMHP, agrees to:

- (1) Allow JJSAMHP Providers to bill for the GAIN-I and/or GAIN – I Lite using Medicaid billing H codes (i.e.H0002), provided the JJSAMHP Provider (1) is contracted through Cardinal Innovations to provide the service and (2) **has funds currently available in its Designated Funding Authorization**;
- (2) Authorize reimbursement using State funds for Psychological Assessments, IIH and MST services provided to JJSAMHP-Involved Youth, provided the JJSAMHP Provider (1) is contracted through Cardinal Innovations to provide the service, and (2) **has funds currently available in its Designated Funding Authorization**. In the event the JJSAMHP Provider does not have State funding, such provider will refer the JJSAMHP Youth to another JJSAMHP Provider;
- (3) Provide a quarterly summary report of all JJSAMHP-Involved Youth to the JJSAMHP Providers and DJJ which captures the following information:
 - a. Referrals;
 - b. Assessments;
 - c. Admissions; and
 - d. Completion of Treatment.
- (4) Provide JJSAMHP-Involved Youth and their families with access to Care Review.

IN WITNESS WHEREOF, the parties hereby execute and deliver this MOA as of the Effective Date.

Cardinal Innovations Healthcare Solutions

By: _____

Name: Richard Topping _____

Title: CEO _____

Date: _____

Daymark Recovery Services, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Monarch

By: _____

Name: _____

Title: _____

Date: _____

RHA Health Services, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Turning Point Homes, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Family Services of Davidson County, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Sims Consulting & Clinical Services, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Youth Villages, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Children's Hope Alliance, Inc.

By: _____

Name: _____

Title: _____

Date: _____

**Department of Public Safety, Division of
Adult Correction and Juvenile Justice**

By: _____

Name: _____

Title: _____

Date: _____