

**MEMORANDUM OF UNDERSTANDING**  
**Between Department of Health and Hospitals/Office of Behavioral Health and**  
**The Louisiana Coordinated System of Care Governance Board**

This Memorandum of Understanding is entered into by and among the Department of Health and Hospitals/Office of Behavioral Health, hereinafter referred to as the "DHH/OBH"; and the Louisiana Coordinated System of Care Governance Board, hereinafter referred to as "Governance Board".

**I. PURPOSE**

This Memorandum of Understanding is entered into on or about the 15th day of April, 2011, by and among the Parties pursuant to the mutual obligations and responsibilities as specified by Executive Order No. BJ 2011-5 (attached)

**II. BACKGROUND, VALUES AND GUIDING PRINCIPLES**

**A. BACKGROUND**

The **system of care** model is an organizational philosophy and framework that involves collaboration across agencies, families, and youths for the purpose of improving access and expanding the array of coordinated community-based, culturally and linguistically competent services and supports for children and youth with serious behavioral health disorders and their families. Systems of care engage families and youth in partnership with public and private organizations to design behavioral health services and supports that are effective, that build on the strengths of individuals, and that address each person's cultural and linguistic needs. A system of care helps children, youth, and families function better at home, in school, in the community, and throughout life. Service coordination and interagency collaboration are elements of the system of care philosophy, as are family involvement and cultural competence. First and foremost, systems of care are a range of treatment services and supports guided by a philosophy and supported by an infrastructure.

**B. VALUES**

- Family-driven and youth-guided
- Home and community based
- Strength- based and individualized
- Culturally and linguistically competent
- Integrated across systems
- Connected to natural helping networks
- Data-driven, outcomes oriented

### III. **POPULATION OF FOCUS:**

Louisiana's Coordinated System of Care will initially serve children and youth that have significant behavioral health challenges or co-occurring disorders that are in or at imminent risk of out of home placement. Out of home placements are defined as the following, however are not listed in any order of priority or preference in eligibility or service delivery:

- Detention
- Secure Care facilities
- Psychiatric hospitals
- Residential treatment facilities
- Developmental disability facilities
- Addiction facilities
- Alternative schools
- Homeless as defined by the Department of Education
- Foster care

## IV. ROLES AND RESPONSIBILITIES

### A. STATEWIDE GOVERNANCE BOARD

The Governance Board is responsible for the following:

- Providing multi-departmental oversight
- Ensuring strong family leadership
- Directing use of multiple funding sources and state purchaser contracting with a Statewide Management Organization (SMO) to define such things as:
  - Eligibility criteria and procedures for enrollment in WAAs
  - Parameters of service utilization and criteria for applying those parameters, including out-of-home placement
  - Quality indicators, reporting mechanisms and quality feedback mechanisms
  - Requirements for WAAs and providers, as well as mechanisms for approving and monitoring providers
  - Quality and timeliness requirements for payment system
- Monitoring project outcomes including quality and cost
- Establishing policy and monitors adherence
- Establishing a Quality Assurance Committee to formulate and convey recommendations on issues related to quality assurance and quality improvement that are conducted by the Statewide Management Organization, pursuant to the policies and procedures established and subject to the approval of the State Purchasing Organization and Medicaid agency
- Monitoring the adequacy of the implementing agency's oversight of the CSoC.

- In coordination with the State Purchaser, arranging for an independent evaluation of the CSOC's commitment and adherence to its values and principles as outlined in the waiver and SPAs.
- Identifying and reviewing the management of financial resources necessary to fund the various components of the CSOC.
- Ensuring the state maximizes available funds.
- Establishing a Finance and Audit Committee to review and make recommendations regarding the funding dedicated to support the implementation and administration of the CSOC for Louisiana's at-risk children and youth with significant behavioral health challenges or co-occurring disorders.

## **B. DEPARTMENT OF HEALTH AND HOSPITALS OFFICE OF BEHAVIORAL HEALTH (STATE PURCHASER)**

The DHH/OBH is responsible for the following:

- Measuring and enforcing adherence with the goals and principles of the CSOC
- Contracting with a Statewide Management Organization to assure the following:
  - All children are registered into the statewide system
  - Appropriate Screening
  - Appropriate Referral to Wraparound Agency (WAA)
  - Appropriate authorization of services
  - Children, services and costs are tracked
  - Utilization management/utilization review at the system level and for individual outlier cases
  - Quality assurance at the system level and for individual outlier cases
  - Training and capacity building across the CSOC, including development of WAAs, FSOs and local providers
  - Implementation of a management information system capable of the needed tracking and monitoring functions and integrated with local WAA management information systems (MIS)
  - Payment of provider claims, with the exception of some school-based service
- Obtaining and disseminating relevant data to the Governance Board not limited but to include the following:
  - Data on any SMO findings on provider performance, improvement actions taken and their effectiveness.
  - Chart reviews including data on eligibility criteria, level of care, freedom of choice, plan of care development and implementation
  - System information on utilization, grievance and appeals and disenrollment
  - Data on enrollee and provider characteristics
  - Reports on data accuracy and timeliness

- Quality Improvement Data
  - National Outcome Measures (NOMS) required for SAMHSA block grants and federal discretionary grants
  - Performance Measures and Performance Improvement Projects
  - Satisfaction Surveys
  - Provider Monitoring Data
- Assuring that appropriate External Quality Reviews and Independent Assessments are conducted as required or requested by the Governance Board.

III. **TERM**

Unless specifically changed by means of an addendum, this Agreement is effective through June 30, 2012.

IV. **TERMINATION**

This Agreement may be terminated by mutual consent of the parties, or by any Party upon 30 days' notice, in writing delivered by mail or in person. In the event that this Agreement is terminated, all efforts to assure continuation of services and/or appropriate transition of services will be made within available funds.

V. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties. No waiver, consent, modification, or change of terms of this agreement shall bind any party unless in writing and signed by all parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. Unless referenced within this agreement, there are no other understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. By the signatures given below of its authorized representatives, the Parties hereby acknowledge that this Agreement has been read, understood, and agree to be bound by its terms and conditions.

Failure of any Party to insist upon strict compliance with any of the terms, conditions or obligations under this Agreement shall not be deemed a waiver of such terms or a relinquishment of any similar right or power, or of any other provision under this Agreement at any subsequent time, nor shall it be construed as an amendment to or modification of the terms of this Agreement.

Should any term or provision of this Agreement be found to be prohibited by the laws of the United States or the State of Louisiana, or should any term or provision be declared invalid or void by a court of competent jurisdiction, the remaining terms,

conditions and obligations shall be valid and enforceable, to the fullest extent permitted by law, and shall not be affected by the invalidity of any other provision.

Nothing in this Agreement shall obligate any Agency to act in conflict with or alter any existing statute, or regulations concerning the utilization of appropriated funds or statutory authority of any affected Agency or Governing Board.

**Agreed to by OBH/DHH:**

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Name of OBH/DHH Representative

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Title

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Signature

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Date

**Agreed to by CSoC Governance Board:**

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Name of CSoC Board Member

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Title or Appointee status

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Signature

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Date

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Name of CSoC Board Member

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