

LOUISIANA BEHAVIORAL HEALTH PARTNERSHIP/COORDINATED SYSTEM OF CARE
MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS
AND
LOUISIANA OFFICE OF JUVENILE JUSTICE
AND
LOUISIANA DEPARTMENT OF CHILDREN AND FAMILY
SERVICES
AND
LOUISIANA DEPARTMENT OF EDUCATION

This Memorandum of Understanding (MOU) by and between the Louisiana Department of Health and Hospitals (DHH), the Louisiana Office of Juvenile Justice (OJJ), the Louisiana Department of Children and Family Services (DCFS), and the Louisiana Department of Education (DOE), together referred to hereinafter as “the Parties” and individually as a “Party” is hereby effective this 1st day of July, 2013, and memorializes the agreement between DHH, OJJ, DCFS, and DOE regarding the procedures for implementing the Louisiana Behavioral Health Partnership (LBHP) and the Coordinated System of Care (CSoC). This MOU includes both components of LBHP and CSoC. This MOU further specifies the activities and responsibilities agreed upon in the MOU between Department of Health and Hospitals/Office of Behavioral Health and the Louisiana Coordinated System of Care Governance Board.

I. PURPOSE

This Memorandum of Understanding is entered into on or about the 1st day of July, 2013, by and among the Parties pursuant to the mutual obligations and responsibilities undertaken by the Parties hereto as specified by Executive Order No. BJ 2011-5 and agreed to in the MEMORANDUM OF UNDERSTANDING between the Parties signed in February 2012.

II. SCOPE OF SERVICES

A. The Parties agree as follows:

1. To participate in the future development and oversight of the Louisiana Coordinated System of Care (CSoC).
2. To give full decision-making authority to the CSoC Governance Board member designated to represent the agency.
3. To designate necessary staff to assist DHH in performing its duties and responsibilities as implementing agency with oversight and accountability to the CSoC Governance Board through the OBH Deputy Assistant Secretary and designated CSoC staff.
4. To work with DHH Office of Behavioral Health (OBH) in its role as implementing agency to develop eligibility and enrollment processes,

reimbursement processes, data collection and quality monitoring processes and all other processes and procedures required to implement the CSoC/LBHP.

5. To execute contracts with the Statewide Management Organization (SMO), for non-Medicaid children who are eligible for the CSoC/LBHP. The individual contract will specify the referral and payment procedures for each agency.
6. To support the plans of the Parties for CSoC implementation of comprehensive, community-based services and supports and placement in the least restrictive appropriate placement available for this population.
7. To support the regional wraparound agencies by ensuring the appropriate participation of Department staff in the local Child and Family teams, which is a planning process used for CSoC enrollees.
8. To facilitate monitoring of the performance of regional wraparound agencies and their facilitation of Child and Family teams, through the designated CSoC staff.
9. To support the participation of Department staff and providers in cross departmental training activities across disciplines for the purpose of educating agency staff, providers and stakeholders on CSoC philosophy, values, services and policies as related to specific departmental CSoC requirements.
10. To ensure availability and transfer of funds from each Party that includes amount to be contributed by each Party, as set forth herein, and a process for utilization of those funds.
11. To participate in the development and implementation of a process that ensures funds contributed by DHH, OJJ, DCFS, and DOE are used for the operation of the CSoC related activities.
12. To participate in the development and implementation of a process for oversight of all state funds that may be contributed by each Party and additional funds subject to specific appropriation by the Legislature.
13. To confirm any financial and/or in-kind contributions by the Parties.
14. For funds appropriated to Bureau of Health Services Financing (BHSF) for Medicaid-covered services and administrative functions, Medicaid will assure funds are provided as set forth herein to support CSoC/LBHP services through the SMO to provide administrative services and payment of claims to CSoC/LBHP Medicaid eligible clients.

15. To assure that all parties shall comply with any and all applicable laws, statutes, rules, regulations, policies, procedures, and directives of the United States, and the State of Louisiana, including, but not limited to: the Americans with Disabilities Act, the Rehabilitation Act, the Medicaid statute, and any other requirements that may affect the performance of the obligations under this Agreement. All Parties further agree that they will not unlawfully discriminate against any employee, subcontractor, consultant, or any other person in the performance of this agreement because of race, creed, color, sex, age, national origin, or disability.

B. The Department of Health and Hospitals (DHH) agrees:

1. To participate in any coordination and oversight of program(s) so as to assure compliance with all CSoC/LBHP related state plan, waiver, and other specified requirements, including those specified in the Centers for Medicare and Medicaid Solutions (CMS)-approved Quality Management Strategy document.
2. To commit resources needed for successful implementation within the context of its responsibilities as outlined in the Quality Management Strategy (QMS), CSoC 1915 (c), CSoC 1915 (b) waivers, the Executive Order BJ 2011-5 and the MOU between DHH and the Parties.
3. To provide resources as appropriate to fulfill responsibilities related to the QMS, Intra-Departmental Monitoring Team (IMT) functions, and other agreed upon analysis, of topics such as finance, policy, operating agency oversight, CMS interaction, and staff.
4. To receive and process licensure requests from providers and make information available to SMO according to established/approved timeframes.
5. In regard to the coordination of a transfer of funds between the state agencies, DHH agrees to coordinate with the other Departments in developing a methodology to effect transfer of funds.
6. To amend the licensing regulations for the therapeutic group homes to require that the fingerprint based criminal background checks conducted on employees and volunteers of those facilities include both a state and federal criminal background check. DHH further agrees that the DHH licensing section will require that documentation of the state and federal criminal background checks will be contained on the Title IV-E funding survey developed by DHH and DCFS. DHH agrees to maintain the Title IV-E funding survey form in the individual provider's licensing file in DHH's licensing section, and make it readily available for auditing purposes.

C. The BHSF (Medicaid) agrees:

1. To participate in Intra-Departmental Monitoring Team (IMT) and in a scheduled rotation of reporting quality activities which focus on critical, high-impact issues to determine compliance in meeting established Quality Management Strategy (QMS) goals.
2. To participate in quarterly meetings of OBH and SMO quality management staff to work on operational details to ensure quality activities are consistent with State QMS, contract requirements and other quality activities as agreed upon.
3. To be responsible for determining Medicaid eligibility for applicants in a timely manner in accordance with state and federal guidelines, and providing the SMO with a file identifying Medicaid enrollees.
4. To reimburse, through designated SMO or fiscal intermediary, SMO-contracted or Medicaid enrolled providers for timely and properly submitted claims for payment of approved Medicaid covered services provided to eligible Medicaid enrollees.
5. To provide needed resources to fulfill responsibilities associated with data collection during the Medicaid eligibility application processes, including communication with SMO related to client enrollment/disenrollment information as specified in the QMS.
6. To submit Medicaid eligibility data to SMO according to accepted time frames.
7. To have Medicaid Management Information System (MMIS) pay DOE Local Education Agency (LEA) claims according to established/approved timeframes for which LEAs certify expenditures.
8. To represent DHH in all CMS communications and correspondence regarding all state plan and waiver issues.
9. To develop and implement statewide rate methodologies for both Medicaid State Plan and waiver services.
10. To provide oversight and assistance in the development of CSoC Medicaid-related rules, policies and procedures governing state plan and waiver programs.
11. To develop and implement an MOU between OBH and BHSF for purposes of administration and implementation of CSoC/LBHP.

12. To assure that BHSF will supply the equivalent of two full time staff necessary for the designated DHH CSoC Project Management Team.
13. Medicaid's dedicated FY 13-14 appropriation for CSoC/LBHP in Medical Vendor Payments (MVP) for service delivery and Medical Vendor Administration (MVA) for administration of the SMO is as follows:

| | State | Federal | IAT | Total |
|-------------------------------|---------------|---------------|--------------|---------------|
| Medical Vendor Payments | \$111,265,682 | \$255,468,796 | \$16,196,213 | \$382,930,691 |
| Medical Vendor Administration | \$10,373,139 | \$26,049,512 | \$13,714,537 | \$50,137,188 |
| Totals | \$121,638,821 | \$281,518,308 | \$29,910,750 | \$433,067,879 |

D. The Office of Behavioral Health (OBH) agrees:

1. To designate the equivalent of one full time employee to serve in the role of CSoC Director and oversee all activities of the DHH CSoC Project Management Team.
2. To function as the designated lead for the LBHP and as contract supervisor and monitor for the SMO.
3. To provide oversight of the CSoC/LBHP, QMS, and IMT.
4. To have policies, procedures, techniques, monitoring plans, and mechanisms to ensure actions are taken to implement the CSoC as approved by Governance Board and in strict compliance with CMS-approved state plans and waivers, including the completion and submission of minutes for all regular meetings of the IMT and related quality management and oversight committees.
5. To work with SMO to develop SMO reporting requirements to IMT.
6. To work with others from DHH, SMO and other governmental agencies, as need arises for the purpose of communication and support of stakeholders advisory groups.
7. To develop and implement QMS, then integrate with OBH Quality Management, SMO Quality Advisory Committee (QAC) and waiver quality strategies.
8. To provide necessary resources as appropriated to fulfill responsibilities related to IMT.

9. To work with SMO's Quality Advisory Committee, including qualified network providers and other agencies to approve practice guidelines for SMO adoption and implementation.
10. To review any/all forwarded reports on grievances/appeals, including any adverse decisions, from SMO and to submit recommendations regarding merits or suggested resolution of any grievance/appeal, and to conduct random reviews as indicated to ensure that CSoC/LBHP enrollees are receiving notices in a timely manner.
11. To contract with an External Quality Review Organization (EQRO) as stipulated in QMS document to evaluate the SMO's compliance with quality assurance standards outlined in the non-risk contract.
12. To work with EQRO as stipulated in 1915(c) waiver and QMS, including participation in annual on-site reviews of overall SMO operations.
13. To contract for an annual Independent Assessment once during each of the first two-year 1915(b) waiver period, consisting of both a desktop review and on-site visit, as stipulated in QMS document and 1915(c) waiver.
14. To fulfill Workforce Development and Training Responsibilities, as detailed in 1915(c) provider certification plan.
15. To assure that OBH will supply up to 6 (six) full time equivalency staff necessary for CSoC/LBHP project management activities.
16. To transfer funds to Medical Vendor Payments (MVP) and Medical Vendor Administration (MVA) in the amounts indicated below for SFY 14:

| | State | Federal | IAT | Total |
|-------------------------------|-------|---------|-----|-------|
| Medical Vendor Payments | NA | NA | NA | NA |
| Medical Vendor Administration | NA | NA | NA | NA |
| Totals | NA | NA | NA | NA |

E. The Office of Juvenile Justice (OJJ) agrees:

1. To participate in IMT and in a scheduled rotation of reporting quality activities which focus on critical, high-impact issues to determine compliance in meeting established QMS goals.
2. To participate in quarterly meetings of OBH and SMO quality management staff to work on operational details to ensure quality activities are consistent with State QMS and contract requirements.

3. To submit OJJ eligibility data on non-Medicaid eligible OJJ youth to SMO according to established/approved timeframes.
4. To process invoices from SMO and make payments to SMO according to OJJ's executed contract with the SMO for the non-Medicaid children and non-Medicaid eligible services to Medicaid eligible children.
5. To transfer funds to DHH in the amount indicated below for SFY 14 for 1 (one) non-TO FTE including salaries and related benefits for staffing of the CSOC Project Management Team for a term of no less than two years and one day.

| | | | | |
|--------------------------------|----------|-----|-----|----------|
| To Office of Behavioral Health | \$95,338 | \$0 | \$0 | \$95,338 |
|--------------------------------|----------|-----|-----|----------|

6. To transfer funds up to the amount reflected in HB 1 and reflected below for SFY 14.

| | State | Federal | IAT | Total |
|----------------------------------|--------------|---------|-----|--------------|
| To Medical Vendor Payments | \$8,392,289 | \$0 | \$0 | \$8,392,289 |
| To Medical Vendor Administration | \$6,309,442 | \$0 | \$0 | \$6,309,442 |
| Total | \$14,701,731 | \$0 | \$0 | \$14,701,731 |

F. The Department of Children and Family Services (DCFS) agrees:

1. To participate in IMT and in a scheduled rotation of reporting quality activities which focus on critical, high-impact issues to determine compliance in meeting established QMS goals.
2. To participate in quarterly meetings of OBH and SMO quality management staff to work on operational details to ensure quality activities are consistent with State QMS and contract requirements.
3. To submit DCFS eligibility rosters to SMO according to established/approved timeframes.
4. To process invoices from SMO and make payments to SMO according to DCFS's executed contract with the SMO for the non-Medicaid children and non-Medicaid eligible services to Medicaid eligible children.
5. To receive and process licensure requests from providers and make information available to SMO according to established/approved timeframes. DCFS will license residential providers that meet the requirements for

licensure. DCFS licenses child care facilities that do not receive federal funds under Title XIX of the Social Security Act and day care centers and agencies (La. R.S. 36:477 (B)(1)).

6. To transfer funds to DHH in the amount indicated below for 1 (one) non-TO FTE including salaries and related benefits for staffing of the CSoC Project Management Team

| | | | | |
|--------------------------------|-----------|-----|-----|-----------|
| To Office of Behavioral Health | \$212,319 | \$0 | \$0 | \$212,319 |
|--------------------------------|-----------|-----|-----|-----------|

7. To transfer funds up to the amount reflected in HB 1 and reflected below for SFY 14. The amounts indicated below represent the amounts to be transferred to DHH by DCFS during SFY 14 unless additional funds are appropriated to DCFS for these purposes.

| | State | Federal | IAT | Total |
|----------------------------------|--------------|---------|-----|--------------|
| To Medical Vendor Payment | \$7,803,924 | \$0 | \$0 | \$7,803,924 |
| To Medical Vendor Administration | \$5,490,499 | \$0 | \$0 | \$5,490,499 |
| | | | | |
| Total | \$13,294,423 | \$0 | \$0 | \$13,294,423 |

7. To receive, review, and maintain the criminal background checks to ensure that the requirements of La. R.S. 15:587.1 have been met.

G. The Department of Education (DOE) agrees:

1. To participate in IMT and in a scheduled rotation of reporting quality activities which focus on critical, high-impact issues to determine compliance in meeting established QMS goals.
2. To participate in quarterly meetings of OBH and SMO quality management staff to work on operational details to ensure quality activities are consistent with State QMS and contract requirements.
3. To send IEP data to SMO according to established/approved timeframes.
4. To transfer funds to DHH in the amounts indicated below in SFY 14 to provide 1 (one) non-TO FTE including salaries and related benefits for staffing of the CSoC Project Management Team responsibilities.

| LDE Obligations | | | |
|--------------------------------|--------------|--|-----------|
| | Federal/IDEA | | Total |
| To Office of Behavioral Health | \$102,332 | | \$102,332 |
| | | | |
| Total | \$102,332 | | \$102,332 |

5. The Local Education Agencies (LEAs) are not a party to this MOU but will be involved in the support provided through the certification of expenditures for Medicaid eligible children in the amount as specified in Appropriations Bill Act 13 and reflected below.

| | Federal | Local Funds | |
|-------------------------------------|--------------|-------------|--|
| Medical Vendor Payments - Certified | \$16,290,229 | | |

6. If a non-Medicaid child is referred to the SMO by any source including DOE, then a determination will be made about potential eligibility from other sources of funding. If the child isn't eligible then the family can self-pay or the child isn't eligible for services under the SMO. There is no assumption that DOE or school districts would pay.

III. TERM

Unless specifically changed by means of a written amendment signed by authorized representatives of the Parties, this Agreement is effective July 1, 2013 through June 30, 2014. This annual agreement shall be renegotiated and finalized by no later than March 31st of each calendar year.

IV. TERMINATION

In order to terminate this agreement prior to June 30, 2014 all Parties must agree by means of a written document signed by all Parties hereto setting forth a specific termination date.

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.

DRAFT

STATE OF LOUISIANA
Department of Health and Hospitals

DHH Secretary or Designee

Date

STATE OF LOUISIANA
Department of Public Safety and Corrections Office of Juvenile Justice

OJJ Deputy Secretary or Designee

Date

STATE OF LOUISIANA
Department of Children and Family Services

DCFS Secretary or Designee

Date

STATE OF LOUISIANA
Department of Education

DOE Assistant Superintendent or Designee

Date