

LINDA LINGLE
GOVERNOR OF HAWAII



CHIYOME LEINAALA, FUKINO, M.D.
DIRECTOR OF HEALTH

STATE OF HAWAII
DEPARTMENT OF HEALTH
ADULT MENTAL HEALTH DIVISION
P.O. Box 3378
HONOLULU, HAWAII 96801-3378

In reply, please refer to:
File:

December 1, 2006

**MEMORANDUM OF AGREEMENT
BETWEEN
DEPARTMENT OF HUMAN SERVICES
AND
DEPARTMENT OF HEALTH**

This MEMORANDUM OF AGREEMENT (MOA) between the Med-QUEST Division (MQD) of the Department of Human Services (DHS) and the Adult Mental Health Division (AMHD) of the Department of Health (DOH) is to provide mental health services for all Medicaid recipients over 18 years old with serious mental illness. This MOA covers the period from July 1, 2006 through June 30, 2007. At the end of the MOA, MQD shall have the option to renew the MOA for another fiscal year. The above-mentioned state agencies agree to the following provisions specified herein.

I. THE AMHD OF THE DEPARTMENT OF HEALTH SHALL:

- a) Implement processes for certifying Provider Agencies to determine eligibility for participation in the Community Mental Health Program. Any revisions to the current process shall be approved by MQD. Specifically, the AMHD agrees to:
 1. Promulgate Hawaii Administrative Rules regarding the AMHD process for determining Provider Agencies' eligibility for participation in the Community Mental Health Program.
 2. Gather and review all applications from Provider Agencies seeking eligibility for participation in the Community Mental Health Program. AMHD will provide MQD information on Provider Agencies who have been approved to participate in the Community Mental Health Program. AMHD will be responsible for communicating decisions regarding eligibility to the Provider Agencies submitting an application.

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3. Notify MQD immediately regarding changes in the Provider Agencies' eligibility.
4. Recertify Provider Agencies every three years. Annually AMHD will perform on-site reviews of each eligible Provider Agency to ensure they comply with programmatic, operational and fiscal requirements established in AMHD and MQD rules. AMHD will establish monitoring schedules and criteria, and provide information on these reviews to MQD on a quarterly basis.
 - b) Implement a utilization management process to evaluate the appropriateness of services, lengths of stay and quality of services. AMHD will utilize established utilization management policies and procedures for conducting these reviews. All utilization management decisions will be provided to Provider Agencies in accordance with the AMHD utilization management policies. Appeals by Provider Agencies regarding these decisions will be reviewed in accordance with AMHD due process procedures.
 - c) Coordinate within the Department of Health, in general, to develop methodology and receive approval from the Department of Health and Human Services, Division of Cost Allocation for claiming the federal reimbursement for administrative services.
 - d) Receive and pay all claims for MQD covered mental health services from Provider Agencies eligible for participation in the Community Mental Health Program based on the fee schedule in Attachment II. Covered mental health services are provided in Attachment I.
 - e) Provide a paid, adjusted, and voided claims file to the MQD or its fiscal agent on a regular basis in accordance with instructions and filing requirements established by MQD. The format shall be 837/835 or similar format mutually agreed upon by MQD and AMHD. Conduct reviews of eligible Provider Agencies' documentation to ensure that they are maintaining sufficient records of services provided. AMHD will provide quarterly reports to MQD regarding these reviews.
 - f) Maintain a current provider manual for the Community Mental Health Program. AMHD will provide a draft of the updated manual to MQD for its review and approval. Upon approval, AMHD will distribute the manual to eligible Provider Agencies.
 - g) Ensure the provision of services to consumers between the age of eighteen (18) and twenty-one (21) are in accordance with federal Early, Periodic, Screening, Detection, and Treatment (EPSDT) requirements.

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- h) Provide sufficient professional staff to coordinate, supervise and implement their responsibilities under this MOA.
- i) Agree to pay the state share for Community Mental Health Program services, which are determined to be eligible for Federal Financial Participation and furnished, to Medicaid recipients.
- j) Agree to return any federal share that is disallowed by the federal government, or determined to be inappropriate for reimbursement by the MQD. Cooperate with the activities of the MQD Fraud Unit and assist in recovering any overpayments or inappropriate payments from certified AMHD providers. AMHD shall monitor AMHD providers for fraud and report suspected fraudulent activity in writing to MQD and the Department of the Attorney General, Medicaid Investigations Division within thirty (30) days of discovery.

II. THE MQD OF THE DEPARTMENT OF HUMAN SERVICES SHALL:

- a) Pay the AMHD on a monthly basis the federal reimbursement for eligible paid claims based on the paid claims file submitted by AMHD. Reimbursement shall be allowed on clean claims determined payable after review by the edits in the MQD claims processing system. Clean claims reimbursement shall be paid within thirty (30) days of submittal by AMHD. Claims denied by MQD's claims processing system will be returned to AMHD for resolution.
- b) Establish and/or terminate providers within thirty (30) days of receipt of information from AMHD.
- c) Provide eligibility information to AMHD on a regular basis, but no less than monthly, using a batch process agreed upon by MQD and AMHD.
- d) Pay AMHD the federal reimbursement based upon the methodology approved by the Department of Health and Human Services, Division of Cost Allocation for the Medicaid Administration activities performed by AMHD staff, including skilled medical professional staff, to coordinate, supervise, and implement its responsibilities under this MOA.
- e) Review, during the term of this MOA, the operations and policies of AMHD as necessary to determine if the terms of this MOA are met.

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- f) Conduct desk reviews and audits of Provider Agencies' claims and inform AMHD of the results of such reviews and audits within thirty (30) days of their completion.

Either party for any reason may terminate this MEMORANDUM OF AGREEMENT upon ninety (90) calendar day's written notice to the other party. Amendments, as mutually agreed upon, may be made, as appropriate, in writing.

DEPARTMENT OF HUMAN SERVICES

DEPARTMENT OF HEALTH



Director



Director

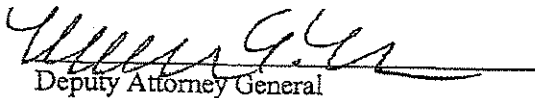
07/05/07

Date

7/10/07

Date

APPROVED AS TO FORM:



Deputy Attorney General
State of Hawaii

11/29/06

Date

ATTACHMENT I

1. Crisis Management
 - a. 24-hour crisis telephone consultation
 - b. Mobile outreach services
 - c. Crisis intervention/stabilization services
2. Crisis Residential Services
3. Intensive Outpatient Hospital Services
4. Therapeutic Living Supports
 - a. Community-Based Specialized Residential
 - b. Mental Health Respite Home
 - c. Therapeutic Group Home
5. Biopsychosocial Rehabilitative Programs
6. Assertive Community Treatment
7. Intensive Case Management/Community Based Case Management

ATTACHMENT II

DOH-AMHD With MQD rates and HCPCS Codes

SPA	AMHD Service	HCPCS Code	Unit	MQD Rate	Comments
Crisis Management	Crisis Mobile Outreach (CMO)	H2011	15 minutes	\$ 27.50	
	Crisis Support Management (CSM)	H2015	15 minutes	\$ 20.25	Must bill as Intensive Case Management/ Community Based Case Management
Crisis Residential	Licensed Crisis Residential Services (LCRS)	H0018	Daily	\$211.80	Must be licensed, only treatment covered
Biopsychosocial Rehabilitation	Psychosocial Rehabilitation	H2017	15 minutes	\$ 3.30	Clubhouse not included
Intensive outpatient hospital services	Intensive Outpatient Hospital Services	H0035	Daily	\$250.00	
Therapeutic Living Supports	Community Based Specialized Residential	H0019	Daily	\$236.14	Must be licensed, only treatment covered
	Mental Health Respite Home	H0045	Day	\$ 36.98	
	Therapeutic Group Home	H2020	Day	\$195.06	Must be licensed Interim Housing
Assertive Community Treatment	Assertive Community Treatment, face-to-face contact	H0039	15 minutes	\$ 27.00	75% of Assertive Community Treatment claims must be face-to-face
	Assertive Community Treatment, case assessment	H0039U1	15 minutes	\$ 27.00	
	Assertive Community Treatment, treatment planning	H0039U2	15 minutes	\$27.00	
	Assertive Community Treatment, collateral contact with no consumer contact	H0039U3	15 minutes	\$27.00	
	Assertive Community Treatment, telephonic treatment planning with HSH, Kahi Mohala	H0039HT	15 minutes	\$27.00	
	Assertive Community Treatment, telephonic consultation with consumer	H0039U5	15 minutes	\$27.00	
Intensive Case Management/Community Based Case Management	Intensive Case Management/Community Based Case Management, face-to-face contact	H2015	15 minutes	\$20.25	75% of Intensive Case Management/ Community Based Case Management claims must be face-to-face.

SPA	AMHD Service	HCPCS Code	Unit	MQD Rate	Comments
	Intensive Case Management/Community Based Case Management, case assessment	H2015U1	15 minutes	\$20.25	
	Intensive Case Management/Community Based Case Management, treatment planning	H2015U2	15 minutes	\$20.25	
	Intensive Case Management/Community Based Case Management, collateral contact with no consumer contact	H2015U3	15 minutes	\$20.25	
	Intensive Case Management/Community Based Case Management, telephonic treatment planning with HSH, Kahi Mohala	H2015HT	15 minutes	\$20.25	
	Intensive Case Management/Community Based Case Management, telephonic consultation with consumer	H2015U5	15 minutes	\$20.25	