

STATE OF HAWAII
DEPARTMENT OF HUMAN SERVICES
Med-QUEST Division
Health Coverage Management Branch
P. O. Box 700190
Kapolei, Hawaii 96709-0190

September 28, 2004

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 Child and Adolescent Mental Health Division (CAMHD) of the Department of Health (DOH) is to provide behavioral services for QUEST and Medicaid Fee-For-Service (FFS) children and adolescents age 3 through age 20 who are eligible and determined to be Seriously Emotionally and Behaviorally Disturbed (SEBD) and in need of intensive mental health services. This MOA covers the period from July 1, 2004 to June 30, 2005. The above-mentioned State agencies agree to the following provisions specified herein.

I. THE CAMHD OF THE DEPARTMENT OF HEALTH SHALL:

- A. Provide the following services to youth covered under this MOA as specified in Attachment I.
- B. Determine level and medical appropriateness of behavioral health managed care services as documented in the client's individualized behavioral health treatment plan in accordance with State quality assurance and utilization review standards.
- C. Have an internal Grievance and Appeals process in place. All grievances and appeals should be resolved within thirty (30) days from the receipt of the written or verbal expression of dissatisfaction, unless a fourteen (14) day Extension or Expedited appeal is initiated. The policies and procedures for resolution of grievances and appeals shall be included as part of the CAMHD Quality Assurance Program and be in compliance with the grievance and appeal requirements of the MQD. CAMHD shall provide MQD with a quarterly grievance and appeals report in a format determined by the MQD.

- D. Comply with any DHS Administrative Appeals Office (AAO) decision relating to the provision of behavioral health services covered by the MOA. A recipient shall utilize the CAMHD Grievance System before appealing to the DHS AAO. CAMHD shall notify the recipient/family of the right to appeal to DHS. Appeals shall be limited to Medicaid covered services. Any appeal to DHS shall not waive the recipient's right to judicial appeal.
- E. Provide a continuation of benefits during an appeal or State Fair Hearing.
- F. Implement in full the Quality Assurance Program (QAP) approved by the MQD. CAMHD shall implement changes to operations, policies and procedures, and provider contracts to remain in compliance with the approved QAP.
- G. Maintain staffing level and proficiency and an adequate provider network to provide the quality and extent of services and activities required under the State and Federal regulations applicable to a Prepaid Inpatient Health Plan. CAMHD clinical staff and providers shall be qualified and trained in the principles and techniques of mental health treatment and services. Providers shall meet State licensing requirements for professions where licensing is required to provide mental health services.
- H. Establish monitoring schedules and criteria, and monitor CAMHD providers of services and staff on a regular basis to ensure compliance with the QUEST program.
- I. Maintain documentation that CAMHD providers are maintaining records of services provided by providers' staff and contractors in compliance with the QAP requirements. Maintain confidentiality of such records as required by State and Federal laws.
- J. Comply with requests from the State and Federal Government and/or their representatives to review all medical and financial records of CAMHD, and its subcontractors and providers, and CAMHD staff to ensure compliance with the terms and condition of this Agreement and the State and Federal rules and regulations.
- K. Process electronic transmission of daily and monthly rosters for eligibility for QUEST and Medicaid FFS youth covered under this MOA and support the electronic transmission of daily and monthly rosters for eligibility.
- L. Submit a monthly invoice to support billing for QUEST and Medicaid FFS youth covered under this Agreement.
- M. Provide a monthly (if network changes take place) or a quarterly submission of CAMHD's provider network in accordance with instructions and filing requirements established by the MQD.
- N. Provide a monthly submission of encounter data in accordance with instructions and filing requirements established by the MQD.

- O. Provide a signed Letter of Certification at the time of the encounter and provider data submission. The letter of certification shall be signed by the Chief Executive Officer, Chief Financial Officer or an individual who has been delegated authority to sign for and who reports directly to one of the above organizational officers. The letter must certify that the data is accurate, complete and truthful.
- P. Pay for behavioral health services for eligible children and adolescents that CAMHD determines to be necessary but are not covered under this agreement.
- Q. Inform MQD of recipients who are accepted into or disenrolled from CAMHD services within thirty (30) days. CAMHD shall be responsible to verify the enrollment and disenrollment date of recipients from the daily and/or daily and monthly rosters provided by MQD.
- R. Minimize the disruption of behavioral health services during the transition of care for recipients covered under this Agreement when transitioning from the QUEST plans to CAMHD. Assure the continued provision of comparable services and preserve existing therapeutic relationships between the child and provider as medically necessary for the child/adolescent.
- S. CAMHD shall inform the QUEST plan when a transition or termination of a recipient's services is to occur due to a change in their status and pay for all behavioral health services provided by a QUEST plan prior to the transition or termination. CAMHD will be responsible for notifying MQD of referrals between CAMHD and the QUEST plan.
- T. If a recipient is enrolled in the CAMHD plan under this MOA and is in need of urgent care and/or crisis intervention and a CAMHD provider is not available to provide the services, CAMHD agrees that the QUEST plan shall provide the service if possible and if it is determined to be medically necessary by the QUEST plan. The CAMHD shall be responsible to reimburse the QUEST plan through MQD for the service(s) provided plus a 10 % administrative fee.
- U. Provide written information to recipients and their families informing them of their benefits, rights, and responsibilities within the acceptable timeframe established by the MQD.
- V. Meet the terms of the medical Request for Proposal (RFP) rules and requirements as they apply to CAMHD as a Prepaid Inpatient Health Plan.
- W. Comply with all Federal and State rules and regulations to include the Balanced Budget Act of 2002, implemented August 13, 2004.

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

- A. Pay the CAMHD a monthly reimbursement rate of \$ 542.87 per member per month for each youth/adolescent covered under this MOA that are not classified under Section 504 as needing mental health services. Payment shall be made no later than thirty (30) calendar days subsequent to receiving the submission of encounter data and shall be reconciled annually to actual costs based on utilization reported as encounters and priced at Medicaid rates. Any adjustment for the year will be applied retroactively.
 - The monthly reimbursement rate payment shall be paid on a prorated basis for the number of days during the month in which the child was enrolled with CAMHD.
 - The date of disenrollment from CAMHD shall be effective at the end of the month in which DHS is notified through use of the Enrollment/Disenrollment
- B. Pay for services on a Fee-For-Service basis for behavioral health services provided by CAMHD to Medicaid eligibles that are classified as blind or disabled and are not enrolled in a QUEST health plan. FFS claims for behavioral health services covered under the Hawaii State Medicaid program shall be submitted to the MQD's fiscal agent. Claims billing and processing shall be conducted in accordance with established billing and payment procedures.
- C. Review the operations and policies of the CAMHD on a continuing basis to determine if Hawaii QUEST quality assurance (QA) standards for a written QAP are met. The MQD reserves the right to delay re-implementation of this MOA until all quality assurance standards are met.
- D. Monitor CAMHD to ensure that it has implemented its written QAP. MQD reserves the right to withhold and/or deny payments if CAMHD cannot implement its QAP.
- E. Ensure that clients meet eligibility and enrollment criteria for Medicaid.
- F. Ensure that enrollments and disenrollments of youth covered under this MOA are done accurately and in an efficient and timely manner and in accordance with agreed upon procedures.
- G. Provide the directives to CAMHD during the transition period of youth covered under this MOA into CAMHD to assure the continued provision of comparable services and to preserve existing therapeutic relationships if it is medically necessary for the child/adolescent.
- H. Inform other QUEST plans regarding their responsibility to transition indicated youth to the CAMHD behavioral health plan.

I. Reimbursement for Services:

- a) The CAMHD shall submit a monthly invoice and be reimbursed by DHS for behavioral health services provided to recipients who are covered by this MOA at the Monthly Reimbursement rate of \$ 542.87 per member per month subject to annual reconciliation to actual costs. DHS shall pay CAMHD based on the monthly eligibility roster. The above rate includes Federal and State funding.
- b) The monthly reimbursement rate is calculated based on the estimated per member per month based on historical encounters and enrollments, and will be reconciled to actual costs incurred by CAMHD on an annual basis. Within ninety (90) days of the end of the fiscal year, or by September 30th of each year, CAMHD shall supply MQD with encounters, in the format specified in the Health Plan Manual, for all services provided to children covered under this agreement during the fiscal year for purposes of reconciliation. The costs indicated by the encounter data shall be the sole source of reporting costs incurred by CAMHD to the MQD.

MQD shall then reconcile monthly payments against the federally funded portion of the actual costs incurred. If the total payments exceed the federally funded portion of actual costs, CAMHD shall refund the difference to MQD. If the total payments are less than the federally funded portion of actual costs, MQD shall pay the difference to CAMHD. At the end of each reconciliation, the reimbursement rate will be re-determined for the next Fiscal Year based on the previous years federally funded actual costs for similar services.

- c) Federal funds are not available for children classified as needing mental health treatment services under Section 504; therefore CAMHD shall not receive reimbursement from DHS for these children. CAMHD will be responsible for determining whether individuals who require 504 accommodations include mental health services.
- d) The DHS shall pay the DOH for the Federal share at the Hawaii Federal Medical Assistance Percentage (FMAP) in place for the month for which reimbursement is made. The DOH is responsible for the State's share of the expenditures.
- e) The total amount of this AGREEMENT shall not exceed \$7.5 million in Federal funds per State fiscal year.
- f) The CAMHD shall reimburse MQD any amount disallowed by CMS for services provided under this MOA.

- g) For services covered by this MOA, MQD agrees to coordinate reimbursement from CAMHD for intensive behavioral health services provided by QUEST plans plus a 10% administrative fee for services provided to CAMHD recipients covered under this MOA during their assessment and transition. The reimbursement shall be a net against the capitation payment.
- h) For services not covered by this MOA, if CAMHD provides and pays for services for which the QUEST medical plans are financially responsible, MQD agrees to coordinate reimbursement from the QUEST medical plans plus a 10% administrative fee to CAMHD for services provided to QUEST recipients.
- i) The MOA period shall be for a period of one year. For purposes of continuity of care the DHS shall have the option to renew and/or extend the contract with CAMHD for the next fiscal year. Any renewal or extension of the contract will be subject to available funding.

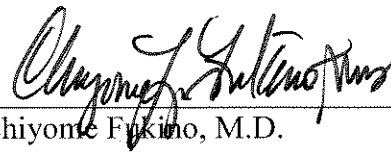
This Agreement is for the sole benefit of the parties hereto, and is not for the benefit of any third party beneficiaries, including any members of the Hawaii QUEST Program. The MEMORANDUM OF AGREEMENT may also be terminated by either party for any reason with thirty (30) calendar days written notice to the other party. Amendments, as mutually agreed upon, may be made, as appropriate, in writing.

DEPARTMENT OF HUMAN SERVICES

DEPARTMENT OF HEALTH



Lillian B. Koller, Esq.
Director



Chiyome Fukino, M.D.
Director

Date: OCT 11 2004

OCT - 8 2004
Date: _____

FY04-FY05

Scope of Services

To be included but not limited to:

1. CRISIS MANAGEMENT
 - a. 24-hour crisis telephone consultation
 - b. Mobile outreach/stabilization services
 - c. Crisis intervention/stabilization services
2. OUTPATIENT BEHAVIORAL HEALTH SERVICES
 - a. Psychosexual assessments/evaluations
3. INTENSIVE FAMILY INTERVENTION SERVICES
 - a. Intensive Family Intervention
 - b. Multi-systemic Therapy (MST)
4. CRISIS RESIDENTIAL SERVICES
5. INTENSIVE OUTPATIENT HOSPITAL SERVICES
6. THERAPEUTIC LIVING SUPPORTS AND THERAPEUTIC FOSTER CARE SUPPORTS
 - a. Foster Homes with Therapeutic Services
 - b. Mental Health Respite Homes
 - c. Community-Based Residential Programs
 - d. Therapeutic Group Homes
7. RESIDENTIAL TREATMENT IN A HOSPITAL SETTING