

Memorandum of Understanding Related To School-Based Medicaid
Between
Idaho State Department of Education
And The
Idaho Department of Health and Welfare

PURPOSE FOR THE Memorandum of Understanding:

The purpose of this Memorandum of Understanding (MOU) is to define and clarify responsibilities of each agency to ensure a coordinated, comprehensive service delivery system focusing on students, age 3-21, who meet qualifications for IDEA and Medicaid School-Based services. Students, families, and communities are best served when agencies communicate to facilitate relationships and interagency collaboration.

The State Department of Education serves as the lead agency at the state level for the provision of a free and appropriate public education for students ages 3-21 who are eligible for special education services in Idaho. The State Department of Education also provides oversight to the agencies and programs that provide special education and related services to students ages 3-21 under Part B of the Individuals with Disabilities Education Act (IDEA).

The Department of Health and Welfare serves as the lead agency at the state level for the provision of School-Based Medicaid policy development, adherence to IDAPA rule in relations to school-based Medicaid and related services, and the fiscal reimbursement of eligible school-based Medicaid services.

With respect to both parties and their obligations regarding the provision of quality special education and medically necessary services to students and families, the State Department of Education and the Department of Health and Welfare commit to the following:

PROVISION A: MEDICAID ADVISORY COMMITTEE

The State Department of Education and the Department of Health and Welfare commit to an ongoing Medicaid Advisory Committee that meets at least quarterly to review and recommend regulatory or legislative changes, policy implementation, application of rule, and other applicable subjects/issues.

Medicaid Advisory Committee Members will include:

- Department of Health and Welfare, Division of Medicaid, Bureau of Developmental Disabilities Services: Bureau Chief and Alternative Care Coordinator for School-Based Services
- Department of Health and Welfare, Medicaid Program Integrity Unit
- State Department of Education
- School District Special Education Directors
 - 2 Representatives from Northern Idaho
 - 2 Representatives from Eastern Idaho
 - 2 Representatives from Southwestern Idaho

- 2 Representatives from Charter Schools (1 virtual and 1 other charter)
 - *Representation should reflect small large, rural and urban districts
- Parent Representation for Idaho Parents Unlimited

PROVISION B: QUALITY ASSURANCE AND DESK REVIEW

The State Department of Education and the Department of Health and Welfare commit to collaboratively develop a quality assurance and desk review process that will be conducted through a random sampling.

The desk review conducted with the State Department of Education and the Department of Health and Welfare is for Quality Assurance purposes. The findings of the desk review will drive the quality improvement strategies to improve school-based Medicaid implementation. This review does not prohibit or replace other surveys or audits as identified in IDAPA 16.03.09.857 and IDAPA 16.05.07. The Department of Health and Welfare will continue to follow all rules and regulations that are identified in Idaho code and statutes.

PROVISION C: PROFESSIONAL DEVELOPMENT

The State Department of Education and the Department of Health and Welfare will collaborate to determine training and technical assistance needs and to coordinate and share training and technical assistance opportunities for Local Educational Agencies (LEA's) personnel in regard to school-based Medicaid rules, policies, and implementation practices. The Department of Health and Welfare is not responsible for providing professional development to the State Department of Education or the LEA's. The Department of Health and Welfare commits to jointly assisting the State Department of Education in identifying training opportunities.

Professional development will include but not be limited to:

- Face to face training at least every other year in (7) locations statewide conducted jointly by the State Department of Education and the Department of Health and Welfare: Coeur d'Alene, Moscow, Nampa, Boise, Twin Falls, Pocatello, Idaho Falls.
- The Department of Health and Welfare will have the responsibility of maintaining the Department of Health and Welfare school-based Medicaid Website.
- The State Department of Education and the Department of Health Welfare will create collaborative webinars when regulatory or legislative changes occur.
- The State Department of Education and the Department of Health and Welfare will conduct collaborative trainings utilizing quality improvement strategies.

PROVISION D: PROCEDURAL PROTOCOL

The State Department of Education and the Department of Health and Welfare commit to jointly address district implementation of school-based Medicaid services by communication between the two agencies. The two agencies will collaboratively address district implementation concerns to provide cohesive guidance. If the two agencies do not reach agreement, the

Medicaid Advisory Committee will be consulted for additional guidance. Any question of implementation shall be resolved in accordance with the rules and written policy of IDAPA regulations governing school-based Medicaid. Schools are responsible to comply with the rules that pertain to each service that they are providing, including, but not limited to: Sections 000 – 008, 010 – 012, 730 – 745, 751 – 756, and 850 – 857 in IDAPA 16.03.09. Developmental disability eligibility standards are located in IDAPA 16.03.10.501. In addition, schools and school-based providers are subject to IDAPA 16.05.07 – The Investigation and Enforcement of Fraud, Waste, and Misconduct.

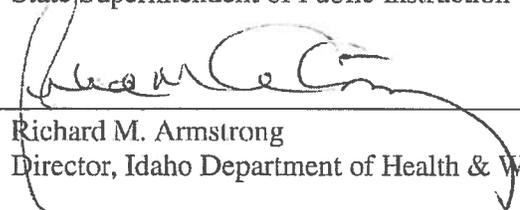
GENERAL PROVISIONS:

The provisions of this MOU may be extended, modified, or changed upon a written amendment signed by both parties, and such amendment when so signed, will become a part of this agreement. This MOU becomes effective on the date signed by all parties. The MOU is automatically renewed on July 1 of each year unless either party requests a review of the MOU prior to June 1. Either party may terminate this agreement with a 30-day written notice to the other party.

Signatures:

By:  _____ Date: 1/22/14

Tom Luna
State Superintendent of Public Instruction

By:  _____ Date: 11/3/14

Richard M. Armstrong
Director, Idaho Department of Health & Welfare