

MEMORANDUM OF UNDERSTANDING
AND
AGREEMENT BETWEEN THE
TEXAS HEALTH & HUMAN SERVICES COMMISSION
AND
TEXAS JUVENILE JUSTICE DEPARTMENT
FOR
THE ELIGIBILITY OF CERTAIN INDIVIDUALS FOR CHILD HEALTH PLAN
COVERAGE OR MEDICAL ASSISTANCE ON RELEASE FROM CERTAIN FACILITIES
OR OTHER SETTINGS

This Memorandum of Understanding and Agreement (MOU), effective as of January 1, 2016, is made and entered into by and between the Texas Health and Human Services Commission ("HHSC") and Texas Juvenile Justice Department ("TJJD"), also herein after referred to collectively as "the Parties". The MOU may also be referred to as "the Agreement. The term "child" (or collectively "children") as used in this Agreement is defined in Section 201.001, Human Resources Code.

PREMISES FOR AGREEMENT

When a child who receives health care coverage through Medicaid under Chapter 32, Human Resources Code or the Children's Health Insurance Program (CHIP) under Chapter 62, Human Resources Code is placed, detained, or confined in a residential setting, the juvenile probation department (JPD) is responsible for providing health care to the child, and the child's eligibility for Medicaid or CHIP may be terminated.

Children enrolled in Medicaid or CHIP prior to placement, detention, or commitment who are transitioning back into the community often experience gaps in coverage. These gaps occur when a child is required to reapply for Medicaid or CHIP coverage. Such gaps are particularly critical when a child requires medication for mental health or other chronic medical needs.

Section 531.02418, Government Code, directs HHSC to enter into an MOU with TJJD to ensure that each individual who is committed under Title 3 (Juvenile Justice Code), Family Code, is assessed by HHSC for eligibility for Medicaid and CHIP before release from placement, detention or commitment.

SECTION 1-CONTRIBUTION BY AGENCIES

1.1 TJJD is a state agency under Chapter 201, Human Resources Code, that works in partnership with local county governments, the courts, and communities. TJJD promotes public safety by providing a full continuum of effective supports and services to children from initial contact through termination of supervision. Additionally, the agency, among other goals and objectives, seeks the development of a consistent county-based continuum of effective interventions, supports, and services for children and families that reduce the need for out-of-home placement and enhances the child's connection to their families.

1.2 The Executive Director of TJJD is David Reilly.

1.3 HHSC is a state agency established in accordance with Chapter 531, Texas Government Code, and is responsible for the oversight of all HHSC agencies.

1.4 The Executive Commissioner of HHSC is Chris Traylor.

SECTION 2- AGREED PERFORMANCE BY HHSC

HHSC will perform the duties and activities as more fully described in Exhibit A attached hereto and incorporated by reference into this Agreement.

SECTION 3- AGREED PERFORMANCE BY TJJD

TJJD will perform the duties and activities as more fully described in Exhibit A attached hereto and incorporated by reference into this Agreement.

SECTION 4- MUTUALLY AGREED PERFORMANCE

The Parties shall implement the Plan of Operation that is more fully described in the attached Exhibit A to this Agreement. The Parties have met and conferred to develop a reasonable and effective process to meet the requirements of Section 531.02418, Government Code. The Parties acknowledge and agree that the Plan of Operation represents a strong commitment to ensure that information regarding children who are placed, detained, or committed and children who have been formerly in placement, detention, or committed will be assessed and families can access Medicaid or CHIP in accordance with applicable federal and state laws. The Parties further acknowledge and agree that the Plan of Operation may be updated and revised as needed by mutual agreement.

SECTION 5 - CONFIDENTIAL INFORMATION

5.1 The Parties agree that each agency is required, under several applicable federal and state laws, to ensure the protection of confidential information that each agency is authorized to access to complete their mission objectives. The information each agency acquires and maintains is entered into accessible databases to administer the programs assigned to them by law. The Parties remain responsible for the reasonable protection of such confidential information and will seek appropriate methods of transferring such information to each other to meet the requirements of Section 531.02418, Government Code, during the term of this MOU.

5.2 HHSC maintains information concerning applicants and recipients for purposes directly connected with the administration of a state plan for medical assistance. HHSC is required to keep client information confidential pursuant to Section 1396a(a)(7), Title 42, United States Code. Texas law provides protections for Medicaid and CHIP client information, found in Sections 12.003 and 21.012, Human Resources Code. Finally, there is certain client confidential information that is and must be afforded special treatment and protection under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (42 U.S.C. §1320d-8), the Texas Medical Records Privacy Act (Texas Health and Safety Code, Chapter 181), and the Texas Identity Theft Enforcement and Protection Act (Texas Business and Commerce Code, Chapter 521).

5.3 TJJD maintains confidential juvenile offender data for statistical, research, and administrative purposes. Juvenile justice information is considered confidential under the Family Code and other

applicable state, federal, and administrative laws that govern juvenile offender records. Access to juvenile records, files, or data is restricted to individuals or entities specifically authorized by law or pursuant to an order of the court. The statutory provisions governing the disclosure and dissemination of juvenile justice information maintained by TJJD are set forth in Chapter 58 of the Family Code and other applicable statutory provisions. For purposes of this Agreement, TJJD may grant access to juvenile justice information to any agency under the authority of HHSC for research and statistical purposes or for any other approved purpose, pursuant to Section 58.0072(c)(3), Family Code, or other applicable statutory provisions. No exceptions to disclosure under the Texas Public Information Act are waived by the exchange, disclosure, or dissemination of juvenile justice information under this Agreement.

5.4 The Parties will comply with all applicable privacy, security and breach notification laws, regulations and rules, including without limitation HIPAA, the Texas Medical Records Privacy Act, the Texas Identity Theft Enforcement and Protection Act and the Texas Human Resources Code, to safeguard and protect each other's confidential information in performing the requirements of Section 531.02418, Government Code. The Parties may execute any agreements to ensure the safe use and transmission of confidential information as more fully described in Exhibit A.

SECTION 6-CHANGES AND AMENDMENTS

This Agreement may be amended or modified only by a written agreement that is signed by an authorized representative of each of the Parties. Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal or state law or by regulations are automatically incorporated into this Agreement without written amendment hereto and will become effective on the date designated by such law or by regulation.

SECTION 7-TERMINATION OF AGREEMENT

7.1 This Agreement will remain in force and effect until the termination date specified in Section 8 below or unless extended beyond that date by mutual agreement of HHSC and TJJD or terminated sooner by section 7.2. The Parties must provide thirty (30) days written notice of their intention to extend the term of this Agreement.

7.2 Upon mutual agreement of the Parties to this Agreement, any or all of the conditions or arrangements enacted by this Agreement may be terminated. If a party desires to terminate or modify this Agreement, the moving party will notify all of the other parties in writing and, within thirty (30) days, the representatives of the Parties will meet and seek to reach agreement on the proposal.

7.3 In the event federal or state laws or regulations should be amended or judicially interpreted to render the continued fulfillment of this Agreement by either party substantially unreasonable or impossible, then the Parties will be discharged from any further obligations under this Agreement, except for the equitable settlement of the respective accrued interests or obligations incurred up to the effective date of Agreement close-out.

SECTION 8-PERIOD OF AGREEMENT

This Agreement will become effective upon January 1, 2016, and will remain in effect until August 31, 2020, subject to Section 7 of this Agreement. However, the Parties may extend this Agreement beyond that date by mutual agreement of HHSC and TJJD. This Agreement may be terminated sooner by the Parties, as outlined in subsection 7.2.

The undersigned parties bind themselves to the faithful performance of this Agreement:

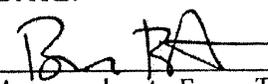
Texas Health & Human Services Commission	Texas Juvenile Justice Department
	
Stephanie Muth Deputy Executive Commissioner	David Reilly Executive Director
12-30-15	 12/15/15
DATE:	DATE:  Approved as to Form, TJJD Legal

Exhibit A PLAN OF OPERATION

The Texas Juvenile Justice Department (TJJD) and the Health and Human Services Commission (HHSC) acknowledge and agree that this Plan of Operation (POP) seeks to carry out the requirements of Section 531.02418, Government Code. This plan may be revised and updated as deemed necessary. The TJJD and HHSC will document and date such revisions to maintain an accurate record of the development of the plan.

1. Children who are released from the following types of facilities, returned back to the community, and are under the supervision of the juvenile court or TJJD are included in this Memorandum of Understanding (MOU). They include:

- Children released from a secure facility:
 - A secure pre-adjudication detention facility as defined in Section 51.02(14), Family Code,
 - A secure post-adjudication correctional facility as defined in Section 51.02(13), Family Code, and
 - TJJD secure facility.
- Children released from a non-secure facility:
 - A "foster care" facility as defined by the TJJD-Definitions of Foster Care: Foster Care is defined in accordance with state and federal regulations to mean 24-hour supervised care for children who have been removed from their normal place of residence (i.e. the home of their parent, legal guardian, managing conservator, custodian, or relative) by an order of the juvenile court and placed in a foster care setting, and for whom the county has responsibility for care and placement. A child is in foster care in accordance with this definition regardless of whether the foster care facility is licensed and payments are made for the child's care or whether federal matching of any payments is made;
 - A non-secure correctional facility as defined in Section 51.02(8-a), Family Code;
 - TJJD half-way house; and
 - TJJD contract care facility.

2. Referrals

- Juvenile Probation Department (JPD) Children: 30 calendar days prior to release from a secure or non-secure facility, (or as soon as possible, if release is scheduled within less than 30 calendar days) the JPD staff will notify the HHSC's Centralized Benefit Services (CBS) unit via the Juvenile Medicaid Tracker (JMT) of the pending release of a child potentially eligible for Medicaid or CHIP.
- TJJD Children: 30 calendar days prior to the anticipated release date, which is determined by the minimum length of stay (MLOS), (or as soon as possible, if release is scheduled within less than 30 calendar days) the TJJD staff will notify the HHSC's CBS unit via the JMT of the pending release of child potentially eligible for Medicaid or CHIP.

A screening tool will be provided (but is not required) to facilitate this process.

3. The following children will not be reported in the JMT:
 - Children placed out of state;
 - Children being moved to another residential setting (another placement facility, detention center, secure post adjudication facility, etc.);
 - Children who have an active Medicaid case upon entering detention and whose stay in detention is less than 30 days;
 - Children who receive Supplemental Security Income (SSI);
 - Children who are not legal permanent residents or US citizens;
 - Children in Department of Family and Protective Services (DFPS) conservatorship;
 - Children whose families have applied for benefits at a location other than the CBS; and
 - Children whose families do not want to apply for benefits.

4. The information provided to HHSC will include the following:
 - Child's Personal Identification Number (PID) or TJJD Number;
 - Child's name, date of birth, Social Security Number (SSN);
 - If child is being released from detention, date detained;
 - Address where child will be residing upon release from placement;
 - Name of person to whom child is released, and relationship to child;
 - SSN and contact number of person to whom child is released;
 - Name of facility from which child is released;
 - Anticipated date of release;
 - Name of county and supervising probation officer for probation child; and
 - Name of supervising parole officer for TJJD child.

5. The HHSC will perform an inquiry to determine Medicaid/CHIP status of reported child and within seven business days provide a report via the JMT that will include the following information:
 - Whether the child can be added back to an active Medicaid or CHIP case and whether that case is due for review;
 - If the case is due for review, the JPD and/or the TJJD staff will assist the family, as deemed reasonable and appropriate, in the submission of the renewal application provided to them by HHSC as needed;
 - Whether a new application must be completed (if there is no active case) and confirm that an application packet was sent to the family; or
 - Whether the child is on SSI. In this case, the JPD and/or the TJJD staff will refer these families to the Social Security Administration (SSA) for reinstatement of Medicaid benefits.

6. For new applications, HHSC will send an application packet to families who do not have active Medicaid or CHIP. The packet will include the following:
 - *Form HI205, Texas Streamlined Application;*
 - Postage paid envelope addressed to CBS;
 - A cover letter drafted and approved by HHSC and TJJD which includes:
 - Helpful information and instructions for submitting the application; and
 - Informational paragraph including how to obtain help completing the application;
 - and

- A list of Community Based Organizations (CBOs) in the family's area, including the contact information for each CBO. The CBOs are available to assist families in completing the application, if requested.
7. HHSC will report via the JMT that an application has been sent to the family. The JPD and/or the TJJD staff will then follow-up with the family, as deemed reasonable and appropriate, regarding completion and submission of the application as part of the case management process. These applications will be forwarded to the CBS unit for processing.
 8. The JPD and/or TJJD will inform the HHSC CBS unit of the child's actual release date via the JMT for each child on or after the day of release. The HHSC CBS unit will generate a printout of the information and send it for imaging into the electronic case record.
 9. The following information will be available via the JMT for each child who was reported being released:
 - Name and county of child who was referred to HHSC;
 - Name of child and TJJD facility for child who was referred to HHSC;
 - Name and county of child who was added back to an active case;
 - Name and county of child for which an application was sent to the family;
 - Name and county of child for which an application was received;
 - Name and county of child who was certified with a new case; and
 - Name and county of child who was denied with a denial reason.
 10. The HHSC will notify the JPD and TJJD via the JMT of any applications returned by the United States Postal Service (USPS) "unable to deliver." Once notified, the JPD and TJJD will make reasonable efforts to locate the household. If the household is located, the JPD and TJJD will provide the updated address to HHSC, who will mail the application packet to the new address.
 11. The HHSC will process applications following HHSC's internal policy and procedures. "Eligible" determinations will be held pending confirmation of the child's release. If the applicant does not provide sufficient information or verification to make a determination with the application, HHSC will send a notice to the household by mail and request the required information along with an explanation of what is needed and a list of acceptable sources. The JPD and the TJJD staff will follow-up with the family, as deemed reasonable and appropriate, and assist the family with the completion and submission of the application.
 12. Once confirmation of release is received, HHSC will complete actions to either process the application or add the child to an existing case within two business days, provided HHSC has all information necessary to make an eligibility determination. The medical effective date for child eligible for Medicaid will be the date of the child's release (this includes weekend releases). If HHSC is unable to make an eligibility determination within this timeframe due to incomplete submission of required documentation, HHSC will request the additional information in accordance with Section 11 of this Agreement and pend the application. HHSC must process the pended application within 24 hours of receipt of the requested documentation. If, however, the household has not provided the

required information or the date of release is not confirmed by the 45th day, the application will be denied. If the household still wishes to be considered for Medicaid or CHIP, they will be routed through the normal Medicaid or CHIP processing procedures.

13. The HHSC will follow this process for any application received up to 14 calendar days after the child's release from a facility. For applications received on the 15th day, or later, after release, the CBS unit will route the applications through the regular processing procedures. CBS will complete one final inquiry to see if Medicaid or CHIP was approved at another location.

After this inquiry on the 15th day, the CBS unit will report through the JMT to TJJD that:

- The child has Medicaid or CHIP;
 - The child was denied;
 - The CBS unit never received the application; or
 - Applications sent to locations other than the CBS unit will be processed following normal processing procedures for that location.
14. The HHSC and TJJD will each designate a contact and a backup who will serve as liaisons between the two agencies. The designated TJJD liaison will act in an administrative capacity only; the JPD and the TJJD staff will contact the CBS unit directly regarding case specific questions or issues.
 15. If HHSC determines that a child is not eligible for Medicaid, but is eligible for CHIP, they will process the CHIP eligibility and record the referral via the JMT.
 16. HHSC will notify the CHIP enrollment broker of the eligibility via interface.
 - The Enrollment Broker will send an enrollment packet with all of the information that the household needs to enroll in CHIP. The enrollment packet will include:
 - Provider Directories;
 - Comparison Charts;
 - Enrollment Form; and
 - An enrollment fee coupon with prepaid envelope (if the client owes an enrollment fee).
 - Eligible household members will not start receiving benefits until they complete the following enrollment requirements:
 - Selecting their health plan.
 - Paying a yearly enrollment fee per family, if required. This fee is due within 90 days of the date their application was processed and varies depending on the family's Federal Poverty Limit (FPL).
 - Families who do not make a health plan choice by the due date will be automatically enrolled in a health plan. Families who still owe a fee after the due date will not be enrolled in the CHIP program.
 - The effective date of CHIP is dependent on the date of enrollment as it relates to the monthly cut-off date. If enrollment is processed prior to the cut-off date, CHIP will be effective at the beginning of the following month. If enrollment is processed after the cut-off day, CHIP will not be effective for two (2) months.