

INTERAGENCY MEMORANDUM OF UNDERSTANDING

ON INTERAGENCY QUALITY ASSURANCE

I. Introduction

The purpose of this Interagency Memorandum of Understanding (Understanding) is to establish working agreements regarding a Statewide Interagency Quality Assurance system that monitors the quality and effectiveness of services for children and youth with special needs. The Statewide Interagency Quality Assurance System is implemented at the local level through District Quality Assurance Committees and at the state level through the State Interagency Quality Assurance Committee.

II. Mission Statement

The purpose of the Interagency Quality Assurance system is to provide coordination and leadership for quality assurance processes. The focus is on collaboration, improving system performance and problem solving solutions to interagency challenges to improve outcomes for children and youth receiving specialized services.

III. Purpose/Philosophy

A. *System of Care Approach to Service Delivery*

Hawaii provides services for children and youth through a system of care approach under the Hawaii Child and Adolescent Service System Principles (CASSP) (Attachment 1). System of care is defined as *a comprehensive spectrum of mental health and other necessary services which are organized into a coordinated network to meet the multiple and changing needs of children and their families.*

B. *Quality Assurance and Systems of Care*

Quality assurance is a vital practice in a multi-agency system of care and is a core component of system of care infrastructure. It provides continuous monitoring of service access, infrastructure and provision for all types of services in all service locations for youth with behavioral health needs. It responds to quality of care issues and systemic barriers impacting the State's ability to provide timely and effective services and care for youth and their families. According to System of Care literature, "System builders need to develop structures that measure quality, that provide feedback loops, and that have response (i.e., quality improvement) capabilities."

C. *Statewide Quality Assurance (QA) System*

The design of the Statewide Quality Assurance System encourages accountability for performance of the service system and results for children and families at all levels of the system. It is based on a decentralized approach for assuring quality and problem-solving at the appropriate level.

The following are functions of the Statewide QA System and occur at both the State and Local level:

1. Objective review of system performance data and trends regarding services and service delivery mechanisms provided to youth with special needs, ages zero to twenty (0-20) years who have interagency involvement.
2. Establish a mechanism for problem solving discussions with appropriate agencies as needed around difficult multi-agency involved cases.

3. Review system/joint performance issues regarding quality of services.
4. Recommend strategies to address interagency system issues affecting quality of services.
5. Identification of barriers to effective service delivery that require system changes.
6. Monitor implementation of improvement activities.

IV. Agencies (Stakeholders) Participating in this Agreement

This Understanding is entered into among:

- A. Department of Education
 1. Comprehensive Student Support Services Section
 2. Special Education Section
 3. Children's Community Council Office
- B. Department of Health
 1. Child and Adolescent Mental Health Division
 2. Family Health Services Division
 3. Developmental Disabilities Division
 4. Alcohol and Drug Abuse Division
- C. Department of Human Services
 1. Child Welfare Services
 2. Office of Youth Services
- D. First Circuit, Family Court
- E. Hawaii Families as Allies

V. Scope and Responsibilities of Agencies

A. *Structure of State Level and Local Level QA system*

It is agreed upon that State and District Level QA Committees shall be maintained through regular attendance at interagency QA meetings. The purposes of these meetings will be to systematically review performance data, performance trends, and issues impacting the quality of service provision to individuals who are multi-agency involved in alignment with Hawaii CASSP and the *Statewide Quality Assurance System* functions described in Section II of this Agreement. A further purpose is to promote empowerment and pathways for solving issues for multi-agency involved youth at the appropriate level.

B. *Reporting Structure and Functions*

1. *District-level Quality Assurance (QA) committees* are established in each School District. The District-level QA is responsible for timely submittal of referrals and minutes to the State-level QA Committee regarding patterns of performance and issues that should come to the attention of the state-level, and/or cannot be resolved at the district level. Individual cases needing State-level Interagency Ad hoc Case review will be made by agency representatives that provide direct services to the student and who have consent for release of information to discuss the case at a systems level.
2. *State-level Interagency Ad hoc Case Review Committee* is established at state-level to examine statewide performance trends, and to make programmatic and policy recommendations regarding findings that are impacting the quality of care for the target population and to provide as necessary ad-hoc problem solving forums for individual cases requiring resolution at the systems level. The purpose of the ad-hoc problem solving forums for individual cases is to provide for multi-disciplinary forum such as those previously identified as "clusters" to resolve complex issues around our shared

youth. This Ad hoc Case Review Committee will have the authority to structure overall case management including fiscal decisions impacting delivery of services. These ad-hoc forums will be comprised of representation from the agencies involved with the individual case and will be bound by confidentiality as required by law. It will be the responsibility of the convening agency/party to obtain the proper consents from the participants. The Ad-hoc committee will not be bound by quorum or other rules pertaining to the general State QA.

C. Membership

Membership shall be comprised of the following:

1. *District-level QA committees* are jointly convened by Complex Area Superintendents and Family Guidance Center Branch Chiefs. Membership is comprised of the School Based Behavioral Health (SBBH) District Educational Specialists (DESSs), Family Guidance Center Quality Assurance Specialists, Special Education DESSs, Department of Education (DOE) District Psychologists, and members of the Community. Complex-level QA Committees are encouraged but are optional within the Districts.
2. *State QA Committee* is convened by Co-Chairs elected annually by the membership. Membership is comprised of the following individuals or their designees:
 - a. Director of Special Education
 - b. Director of Student Support
 - c. Director of Curriculum and Instruction
 - d. Administrator of Special Education
 - e. State Educational Specialist for School-Based Behavioral Health
 - f. Supervisor, Children's Community Council Office
 - g. Chief, Child and Adolescent Mental Health Division
 - h. Chief, Alcohol and Drug Abuse Division
 - i. Chief, Developmental Disabilities Division
 - j. Chief, Family Health Services Division
 - k. Treatment Court Coordinator, First Circuit
 - l. Program Development Administrator, Child Welfare Services
 - m. Executive Director, Office of Youth Services
 - n. Executive Director, Hawaii Families as Allies

D. Decision-making

Decision making for the State QA shall be by consensus of the group whenever possible. When it appears to the co-chairs that opinions are divided, voting will occur. Each member will have one (1) vote. A simple majority will prevail. A quorum defined as a simple majority of all members is necessary to make decisions.

E. Frequency of Meetings

Both district and state level QA committees will meet at least five (5) times a year subject to the call of the co-chairs.

F. Co-Chairs of State QA Committee

Co-chairs shall be elected on an annual basis and shall be from two different agencies.

G. Information-Sharing and Confidentiality

The State QA shall develop data sharing and confidentiality agreements. All applicable state and federal laws governing the sharing of information shall be adhered to.

H. Review of Data (State and District Level)

On an annual basis, a core data set including data reports shall be developed. The Co-Chairs will develop an annual reporting schedule. Members will be designated to bring applicable reports to the committee as assigned. Data reviewed will be the most current available to members in order to make timely recommendations regarding any needed improvements to services and/or service delivery infrastructure.

Occasionally review of the data may infer the need for a Special Study or a work product to be developed. The Committee will designate time-limited task forces to address these needs.

I. District QA/Statewide Effort Interface

District QA Committees shall submit on a monthly basis to the Co-chairs of the State-level QA Committee the System Review Summary, its committee minutes, and as referrals are identified, an Interagency Referral Form.

The State-level QA Committee shall record its meetings through minutes, and shall acknowledge any referrals from the District QA within two (2) weeks. Such acknowledgement shall include a timeline for a full report back and who has been assigned as lead on the complaint with contact information. Responses to referrals will be agreed upon by members of the State QA.

J. Policy Recommendations

State QA may make policy recommendations based on the data and case reviews that come before it.

VI. Special Agreements Between Agencies

The Department of Education, the Department of Health, the Department of Human Services, the Judiciary, and Hawaii Families as Allies as necessary and appropriate shall continue to engage in the following:

- A. Internal and External Reviews
- B. Integrated Performance Monitoring Reports
- C. Peer Review

Annual reviews of the processes shall be conducted between the agencies to determine the need for adjustments to these activities.

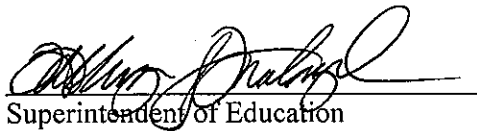
VII. Term of Agreement

The term of this Understanding shall be for a period of three (3) years. Before the end of the two (2) year period, the Agencies shall evaluate all processes to determine any needed refinements to the Statewide Quality Assurance System.

An Agency party to this Understanding may withdraw from this Understanding upon service of written notice to other Agencies at least thirty (30) days prior to withdrawal.


The Memorandum of Understanding may be signed in counterparts.

This Memorandum of Understanding is agreed upon by the Department of Education, the Department of Health, the Department of Human Services, the Judiciary, and Hawaii Families as Allies. It is the intent of all parties to fully implement all aspects of this Understanding.


Superintendent of Education

1-4-11

Date


Director of Health

NOV 19, 2010

Date


Director of Human Services

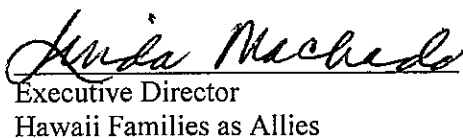
NOV 24 2010

Date


Chief Court Administrator

2/8/11

Date


Executive Director
Hawaii Families as Allies

2-16-11

Date

STATE OF HAWAII
Child and Adolescent Service System Program (CASSP)
Principles

1. The system of care will be child and family centered and culturally sensitive, with the needs of the child and family determining the types and mix of services provided.
2. Access will be to a comprehensive array of services that addresses the child's physical, emotional, educational, recreational and developmental needs.
3. Family preservation and strengthening along with the promotion of physical and emotional well being shall be the primary focus of the system of care.
4. Services will be provided within the least restrictive, most natural environment that is appropriate to individual needs.
5. Services which require the removal of a child from his/her home will be considered only when all other options have been exhausted, and services aimed at returning the child to his/her family or other permanent placement are an integral consideration at the time of removal.
6. The system of care will include effective mechanisms to ensure that services are delivered in a coordinated and therapeutic manner, and that each child can move throughout the system in accordance with his/her changing needs, regardless of points of entry.
7. Families or surrogate families will be full participants in all aspects of the planning and delivery of services.
8. As children reach maturity, they will be full participants in all aspects of the planning and delivery of services.
9. Early identification of social, emotional, physical and educational needs will be promoted in order to enhance the likelihood of successful early interventions and lessen the need for more intensive and restrictive services.
10. The rights of children will be protected and effective advocacy efforts for children will be promoted.

Developed by the Hawaii Task Force, 1993
(Adapted from Stroul, Beth A. and Robert M. Friedman, R.M. (1986) *A System of Care for Children & Youth with Severe Emotional Disturbances*. (Revised Edition)
Washington, DC: Georgetown University Child Development Center, CASSP Technical Assistance Center.)