



State of Louisiana

Louisiana Department of Health

Office of the Secretary

MEMORANDUM OF UNDERSTANDING

Between

Louisiana Department of Health (LDH)

and

Louisiana Delta Community College (LDCC)

This Memorandum of Understanding (MOU) is entered into by and between the Louisiana Department of Health ("LDH") and the Louisiana Delta Community College ("LDCC"), collectively referred to herein as "Cosigners."

Purpose of MOU: A *Community Engagement Pilot Project*

The purpose of this MOU is to define and acknowledge the commitment of the Cosigners to a collaborative working relationship in support of a *Community Engagement Pilot* project (hereinafter "Pilot") to be initiated during the 2019 calendar year.

The Pilot will design and test a work training promotion program that builds upon the existing success of the State's Medicaid Expansion efforts. The Pilot will represent a practical, Louisiana-specific approach to assisting unemployed and underemployed adults who are enrolled in Medicaid Expansion, who are able to work or able to prepare for work, and progress toward the financial stability and well-being that comes with gainful employment. The Pilot will be offered to a subset of the larger Medicaid Expansion population that resides in Ouachita Parish. This population includes those families with children that have a household income less than 138 percent of the federal poverty level (FPL).

The goal of the Pilot is to develop and prove a work training promotion program model, focused on unemployed and underemployed Medicaid Expansion recipients that could be replicated and customized by locale to serve communities across Louisiana.

Pilot Project Elements and Responsibility Assignments

The Pilot will be composed of three phases and include a total of eight key project elements. Specifically, they are:

Phase I

1. **Design of Pilot Activities and Key Operating Processes** – The Cosigners will work collaboratively to finalize the design of community engagement activities and key operating processes that will be included in this Pilot project. LDH and LDCC will be responsible for completing this project element.

2. **Analysis of Ouachita Parish Medicaid Expansion Population** – The Ouachita Parish Medicaid Expansion population currently includes approximately 20,000 recipients – a population far too large to fully include in all phases of a single locale (Ouachita Parish) work promotion pilot project. Therefore, upon the request of LDCC, LDH will send an informational brochure / notice to certain Medicaid recipients identified by LDCC to communicate LDCC’s opportunity for work training. This may include a subset of the Medicaid population residing in a certain parish or in certain geocodes. LDCC and LDH will be responsible for completing this project element.
3. **Invitation to Participate in the Pilot** – The Pilot will include an invitation to participate that is designed to capture the attention and interest of the Pilot’s target population. This invitation to participate will be included in the above referenced brochure / notice sent by LDH. The contents of the invitation and the process of monitoring recipient responses will be decided upon by LDCC. LDCC and LDH will collaborate on the design of the brochure / notice. LDH and LDCC will be responsible for completing this project element.
4. **Pilot Participants Enrollment and Training** – Medicaid recipients in the Pilot population who accept the invitation to participate in select work training programs will be enrolled in the Pilot. LDCC will be responsible for enrolling participants into select work training programs, providing the work training curriculum, and assigning a mentor from the college to each participant to improve likelihood of successful training.

Phase II (Expanded Pilot)

In addition to Phase 1 activities above, an expanded pilot will include:

5. **Assessment and Intake of Pilot Participants** – This activity is expanded to include an intake process. The intake process will include completion of a participant assessment instrument and the finalization of an individual participant plan. The completed assessment instruments will help identify each participant’s work-relevant experience, capabilities, challenges, and interests. The individual participant plan will be developed collaboratively by the recipient and designated Pilot staff members. The completed plans will document each participant’s selected participation pathway given his/her assessment results and the menu of available Pilot and support services.

Responsibility Assignment: LDH (assessment instrument development), LDCC (training and assessment administration), LDCC (participant training plan design and completion/documentation of individual participant plans connecting participant to financial aid or other work training and promotion supports).

6. **Implementation of the Individual Pilot Participant Plans** – The menu of available Pilot activities and support services will be implemented consistent with the finalized

Pilot design. Such activities and support services may include identification and enrollment in non-credit training programs, basic education, and community college programs and job readiness and job search support services. The individual participant plans will be utilized by the Pilot staff to refer participants to support resources and register participants in programs and classes, as appropriate. The individual participant plans will also be used to monitor and document participants' compliance with their plans. LDCC will be responsible for completing this project element.

Phase III

7. **Compilation of Pilot Project Results** – A compilation of the Pilot's results will be initiated prior to the termination date of this Pilot. Key results to be captured in the results compilation include, but are not limited to, numerical counts of the following: Medicaid enrollees invited to participate in the Pilot, invitees who accepted the Pilot participation invitation, accepting invitees who completed an assessment, accepting invitees who completed an individual participant plan, Pilot participants who progress in their individual participant plans, Pilot participants who complete the training curriculum, Pilot participants who actively searched for new employment, and Pilot participants who secured new employment. Tracking of job placements will be limited to initial placements that occur in the immediate term post training. LDCC will be responsible for completing this project element.
8. **Report of Pilot Findings and Recommendations** – A written report of critical findings and priority recommendations will be drafted at the conclusion of the Pilot. This report will include a summary description of the Pilot design and a narrative summary of the completed Pilot activities. Findings included in the report will be focused on important facts, results, and lessons learned. Recommendations will be focused on issues (opportunities and challenges) critical to the refinement and replication of the piloted work training promotion program design. LDH will be responsible for completing this project element, with inputs from LDCC.

Data Sharing

The Pilot may require the sharing of certain data between LDH and LDCC. The data that will be shared between the Cosigners may include protected health information (PHI) or individually identifiable health information (IIHI) that is protected under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HITECH Act of 2009. The Cosigners affirm their commitment to comply with federal and state law regarding the use and disclosure of PHI. Specifically, each party agrees to comply with the applicable provisions of the Administrative Simplification section of the HIPAA, as codified at 42 U.S.C. - 132d through d-8, and the requirements of any regulations promulgated there under including without limitation the federal privacy regulations as contained in 45 CFR Part 164 (the "Federal Privacy Regulations") and the federal security standards as contained in 45 CFR Part 164 (the "Federal Security Regulations"). Each party will promptly report to the other any use or disclosure in violation of HIPAA, the Federal Privacy Regulations, or the Federal Security Regulations of a participant's PHI which was previously disclosed to that party under this MOU. Nothing in this

Section shall require either party to waive the attorney-client, accountant-client, or any other applicable legal privilege. Each party agree to maintain the confidentiality required by all pertinent statutory, regulatory, and professional standards of conduct.

The Cosigners agree to abide by the laws and regulations concerning confidentially which safeguard information and the patient/client confidentiality. Information obtained shall not be used in any manner except as necessary for the proper discharge of that party's obligations.

Period of Agreement

This Pilot officially commences upon the signing of this Memorandum of Understanding by Cosigners and terminates on December 31, 2019. Either party may terminate this Memorandum of Understanding prior to its expiration by giving 30 days prior written notice to the other party. This agreement may be modified, only by written agreement between LDH and LDCC.

Indemnification

LDCC agrees to protect, indemnify, and hold harmless the State of Louisiana and LDH from all claims for damages, costs, expenses, and attorney fees arising in contract or tort from this agreement or from any acts or omissions of LDCC's agents, employees, officers or clients, including premises liability and including any claim based on any theory of strict liability. This provision does not apply to actions or omissions for which R.S. 40:1237.1 et seq. provides malpractice coverage to a contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (R.S. 13:5108.1(E)). Further, it does not apply to premises liability when the services are being performed on premises owned and operated by the Agency.

Signatures

In witness whereof, the Cosigners' authorized representatives attest to and execute this Memorandum of Understanding effective with this signing for the period set forth in the Period of Agreement section of this document.

_____ Date _____
John Bel Edwards, Governor of Louisiana

_____ Date _____
Dr. Rebekah Gee, Secretary, Louisiana Department of Health

_____ Date _____
Dennis Epps, Chancellor, Louisiana Delta Community College