

**Memorandum of Understanding
Between
The Department of Health and Hospitals
And
ARSSC Family Association**

This Memorandum of Understanding is between the Department of Health and Hospitals (DHH), Office for Citizens with Developmental Disabilities (OCDD), and the ARSSC Family Association and is effective upon signature until June 30, 2011.

Whereas, DHH/OCDD is currently the state agency which administers Acadiana Region Supports and Services Center in Iota, Louisiana, and

Whereas, a Request for Proposal Process (RFP) is expected to be utilized to select a private provider during budget year 2010-2011 to operate Acadiana Region Supports and Services Center, and

Whereas, ARSSC Family Association is an organization of parents and other relatives and friends of individuals who live at Acadiana Region Supports and Services Center and which has a strong and focused interest in the welfare of their loved ones

Now, therefore, the parties agree as follows:

I. Responsibilities of the Parties

- A. Responsibilities of DHH/OCDD - The privatization of Acadiana Region Supports and Services Center (ARSSC) will be guided by the following principles and expectations:
1. Quality, safety, and stability will not be sacrificed to achieve efficiencies in cost.
 2. The privatization will be accomplished through a transparent Request for Proposals (RFP) process with clear expectations for provider qualifications, performance and oversight.
 3. There will be stakeholder participation in each phase of the process as follows:
 - a. Families of the ARSSC Family Association, staff of ARSSC and staff of DHH/OCDD will be on the team that designs the requirements and specifications,
 - b. Review and comment period prior to issuing the final RFP (legislative feedback)
 - c. Family and staff membership on the team that evaluates and rates the proposals, and
 - d. Request by OCDD for family membership on the governing board of the chosen provider

4. People now supported in the ARSSC facility will be able to stay, and the agreement/contract will be for management of 70 funded beds unless funding is changed legislatively.
5. There will be no closure of ARSSC as a result of the privatization of the facility.
6. The Office for Citizens with Developmental Disabilities will retain ownership of the beds and will exercise control over admissions and discharges.
7. The Office for Citizens with Developmental Disabilities will retain one employee on-site who will be the liaison between the families and the selected provider and act as the contact monitor to ensure that the provider consistently meets the contract requirements.
8. The Office will provide oversight of the quality and outcomes for a 5-year period.
9. The transition to the private provider will not occur prior to July 1, 2011.
10. The proportion of funds allocated for ARSSC in the auxiliary fund in FY 12 will transfer to the private provider for use in the day services program.

B. Responsibilities of ARSSC Family Association – ARSSC Family Association agrees to perform the following responsibilities to the fullest extent possible:

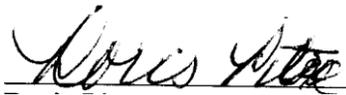
1. Participate as a stakeholder in each phase of the RFP process.
2. Provide family representatives, along with staff representatives from ARSSC and DHH/OCDD to participate on the team that designs the requirements and specifications for the RFP
3. Provide family membership on the team which evaluates and rates the RFP.
4. Provide family membership on the board of the chosen provider.
5. Assure that all representatives are available, capable, and willing to attend all training and meetings and perform any and all functions relating to this MOU.

II. General Terms

- A. Each party agrees to abide by appropriate confidentiality provisions.
- B. Disputes between parties shall be handled in this manner:
 1. Resolution between agencies. When a formal dispute arises between the agencies regarding the terms of this agreement, the party seeking clarification shall utilize the following procedures for resolution:
 - a. The issue will be referred to the respective division administrators or their designees for resolution.
 - b. If the issue is still unresolved, it will be referred to the highest level within each agency for resolution.

- c. All necessary steps in the resolution process shall occur within 30 days from referral. An extension may be granted by mutual written agreement.
 2. Decision: If the highest level within each agency does not resolve the dispute, the issue shall be referred to the Secretary of DHH or his or her designee for resolution.
 3. This dispute resolution process shall not infringe upon the parties state and federal statutory obligations.
- C. This agreement may only be altered in writing by mutual agreement signed by both parties.

Signatures:



Date 6-18-10

Doris Pitre
President, ARSSC Family Association



Date 06/18/2010

Alan Levine
Secretary, Department of Health of Hospitals