Dear Judge Brown:

This letter agreement is to confirm that the B.H. Plaintiff Class ("Plaintiffs"), the Illinois Department of Children and Family Services ("DCFS"), and the Illinois Department of Healthcare and Family Services ("HFS") (collectively, the "parties") have reached an agreement, which is outlined below, regarding the upcoming rollout of youth under the legal custody or guardianship of DCFS ("youth in care") into an MCO ("MCO Rollout"). The parties agree that it is essential that youth in care be provided with appropriate healthcare and that there be a smooth transition to the MCO. That is why, among other protections in place, substitute care providers, including foster parents and congregate care providers ("substitute care providers"), may seek continued treatment from healthcare providers outside of YouthCare’s network during the first 180 days following the MCO Rollout.

Specifically, the parties have agreed as follows:

1. **Enrollment Date.** HFS and DCFS will delay the MCO Rollout for youth in care from February 1, 2020 to April 1, 2020. HFS and DCFS will not delay the enrollment of any populations other than youth in care.

2. **YouthCare Providers and Capability.** By February 1, 2020, HFS will ensure that YouthCare’s website will contain a search function that allows users to identify healthcare providers that are in YouthCare’s network. In addition, by no later than March 16, 2020, Plaintiffs will be provided with (i) a demonstration that YouthCare satisfies the travel time and distance standards set out in the model MCO contract (Section 5.8.1.1 et seq.) for youth in care; and (ii) an assurance that YouthCare has a fully functioning, operational, and secure electronic method for sharing current medical information for youth in care that protects their privacy rights and provides access for necessary stakeholders (including without limitation DCFS and Purchase of Service ("POS") caseworkers).

3. **Availability of Additional MCOs.** By April 1, 2020, HFS will ensure that at least one statewide MCO, besides YouthCare, is contractually and operationally ready to enroll youth in care. This shall include, at a minimum: (i) a fully functioning, operational, and secure electronic method for sharing current medical information for youth in care that protects their privacy rights and provides access for necessary stakeholders (including without limitation DCFS and POS caseworkers); (ii) that the MCO satisfies the travel time and distance standards set out in the model MCO contract (Section 5.8.1.1 et seq.); and (iii) that the MCO will follow the required approval process for psychotropic medication for youth in care as set forth in DCFS Rule 325 ("Administration of Psychotropic Medications to Children For Whom DCFS Is Legally Responsible").

4. **Exercise of Choice.** By April 1, 2020, HFS and DCFS will ensure that the DCFS Guardianship Administrator has adequate information and available support to appropriately exercise the DCFS Guardianship Administrator’s discretion within the opt-out period available for a youth in care to enroll in an MCO other than YouthCare. During the regular

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1 To the extent that youth in care are of a legal age to exercise personal choice regarding the matters referenced herein, their rights to exercise that choice are not affected by this agreement.
meetings described in paragraph 9, the parties agree to confer regarding the sufficiency of resources available to the DCFS Guardianship Administrator for this responsibility.

5. Communications.
   a. By January 18, 2020, DCFS and HFS will issue a press release and post on their respective internal and external websites that the enrollment date for youth in care has been changed to April 1, 2020. In addition, by no later than February 1, 2020, DCFS will send individual written notice to substitute care providers and DCFS and POS caseworkers that the enrollment date has been changed to April 1, 2020.
   b. By March 2, 2020, after consulting with HFS, DCFS will provide one or more communications to substitute care providers informing them of the following in these or substantially similar terms:
      i. That youth in care will be automatically enrolled in YouthCare as of April 1, 2020;
      ii. That they may contact the DCFS Advocacy Office for Children and Families ("Advocacy Office") if they have concerns about a youth in care’s particular healthcare needs or access to healthcare providers, including specific contact information and instructions for asking the Advocacy Office for potential enrollment in an MCO other than YouthCare;
      iii. That the DCFS Guardianship Administrator may opt a youth out of YouthCare into another MCO if the DCFS Guardianship Administrator determines it is in the youth in care’s best interest, and that there will be an annual opportunity to request a change in the youth in care’s MCO enrollment; and
      iv. For any youth in care enrolled in YouthCare as of April 1, 2020, that a substitute care provider may seek continued treatment from healthcare providers outside of YouthCare’s network until the youth in care is enrolled in a different MCO or the 180-day YouthCare grace period expires, whichever occurs earlier.
   c. By April 1, 2020, DCFS will establish a process for youth entering the legal custody of DCFS after April 1, 2020 to receive (i) the information identified in parts i-iii of paragraph 5(b), (ii) information that identifies the alternative MCO(s) available for selection by the DCFS Guardianship Administrator, and (iii) the information referenced in paragraph 7(c).
   d. By March 2, 2020, in collaboration with HFS, DCFS will provide instruction to DCFS and POS caseworkers and YouthCare care coordinators regarding their respective roles for youth in care during and after the MCO Rollout. The instruction shall also include, at a minimum, that caseworkers must promptly notify the DCFS Guardianship Administrator within the available opt-out or open enrollment period if changing the youth in care’s MCO selection may be appropriate.

6. DCFS Guardianship Administrator.
   a. By February 1, 2020, HFS will ensure that the DCFS Guardianship Administrator has the list of healthcare providers in YouthCare’s network.
   b. By March 2, 2020, HFS will provide the DCFS Guardianship Administrator a list that identifies (i) healthcare providers that served youth in care prior to December 31,
2018 that are in-network for YouthCare; and (ii) healthcare providers that served youth in care by December 31, 2018 that are not in-network for YouthCare.

c. By April 1, 2020, the DCFS Guardianship Administrator will develop, with input from the B.H. Expert Panel and Plaintiffs’ counsel, the guidelines for the DCFS Guardianship Administrator’s decision to select an MCO other than YouthCare for the youth in care. The DCFS Guardianship Administrator shall have exclusive final decision-making authority with respect to the guidelines for such selection.

d. The DCFS Guardianship Administrator shall begin to identify youth in care that the DCFS Guardianship Administrator considers to be medically complex by no later than February 14, 2020. Following the development of the guidelines referenced in paragraph 6(c), the DCFS Guardianship Administrator will begin consideration of alternative MCOs for such youth in care.

7. Troubleshooting.
   a. By April 1, 2020, the Advocacy Office will be trained to address inquiries, concerns, and complaints relating to healthcare coverage for youth in care.
   b. By February 1, 2020, one employee of YouthCare will be assigned as a designated liaison to the Advocacy Office for at least three months.
   c. By March 2, 2020, HFS will have established a process for substitute care providers to identify a critical healthcare provider who is out of network for YouthCare in order for YouthCare to attempt to bring the healthcare provider into network or enter into a single-case agreement with that healthcare provider, or for the DCFS Guardianship Administrator to consider a change in MCO, as appropriate. Once developed, this process shall be posted on DCFS’s website and shall be sent to all substitute care providers for youth in care, in writing, no later than March 16, 2020.
   d. By April 1, 2020, HFS will ensure that YouthCare and at least one other statewide MCO serving youth in care are obligated to promptly negotiate a single-case agreement with a healthcare provider not in the MCO network in the event that it is determined that a youth in care requires services from a healthcare provider not in the MCO network. Nothing in this agreement alters the otherwise existing legal obligations of DCFS under the B.H. consent decree, including without limitation paragraphs 4 and 5 thereof.
   e. Beginning no later than February 1, 2020, when contacted by substitute care providers about youth in care who have healthcare providers outside the YouthCare network, HFS and DCFS shall use their best efforts to ensure that those youth in care can either continue receiving care from their current healthcare providers or are accepted as patients by other qualified healthcare providers.

8. Anticipated Completion. The parties agree that if the B.H. Special Master determines that HFS and DCFS have not completed the above activities as of March 15, 2020, HFS must announce on March 16, 2020 a further suspension of the MCO Rollout in order to achieve completion of the above. Any such revised date for the MCO Rollout must be set by the B.H. Special Master in accordance with a reasonable assessment of the date when unsatisfied conditions will be resolved.

9. Status. The parties agree to schedule regular telephonic or in-person meetings with the B.H. Special Master, which will be held at least every two weeks, beginning on or before February
15, 2020, to discuss the status of the MCO Rollout and the completion of the activities in this agreement. The parties agree to seek the assistance of the B.H. Special Master in resolving any disagreements that may arise under this agreement. The DCFS Guardianship Administrator will work cooperatively with the B.H. Expert Panel to provide information that the B.H. Expert Panel requests.

10. **Provision of Supporting Documentation.** In addition to the specific disclosures referenced above, during the meetings with the Special Master referenced in paragraph 9 hereof, Plaintiffs’ counsel and the B.H. Expert Panel may make reasonable requests for documentation regarding progress toward and satisfaction of the above activities and shall allow reasonable time for a response to such requests.

11. **Continued Cooperation.** The parties agree to continue to work cooperatively to address any future questions or concerns relating to the MCO Rollout.

12. **Termination of this Agreement.** This agreement shall terminate upon the MCO Rollout. Nothing in this agreement alters the otherwise existing legal obligations of DCFS and HFS beyond the termination of this agreement.

13. **Plaintiffs’ Agreement.** In exchange for performance of the activities described above, Plaintiffs agree that they will not demand any additional delays of the MCO Rollout unless there is a systemic imminent threat to the safety of youth in care.

14. **Confidentiality.** The parties agree that all confidential information exchanged pursuant to this agreement is deemed confidential pursuant to the B.H. confidentiality orders (Dkt. Nos. 555 & 556) unless otherwise designated as public.

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**B.H. PLAINTIFFS**

By: [Signature]
Heidi Dalenberg
ACLU of Illinois

Date: 1/16/2020

**ILLINOIS DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

By: [Signature]
Amanda Wolfman
General Counsel

Date: 1/16/2020

**ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES**

By: [Signature]
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Date: 1/16/2020