

**MEMORANDUM OF UNDERSTANDING ON CASH MATCH FUNDING
FOR BEHAVIORAL HEALTH MANAGED CARE SERVICES**

THIS MEMORANDUM OF UNDERSTANDING, made and entered into in October 2021, by and between the **LIVINGSTON COUNTY COMMUNITY MENTAL HEALTH AUTHORITY**, whose administrative offices are located at 622 E. Grand River, Howell, MI 48843 (hereinafter referred to as the "LCCMHA"); the **LIVINGSTON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES**, whose local administrative offices are located at 2300 E. Grand River, Howell MI 48843 (hereinafter referred to as the "LCDHHS"); the **COUNTY OF LIVINGSTON** acting on behalf of the **LIVINGSTON COUNTY HEALTH DEPARTMENT** whose administrative offices are located at 2300 E. Grand River, Howell MI 48843, (hereinafter referred to as the "LCHD"), **LIVINGSTON COUNTY TRIAL COURTS**, whose administrative offices are located at 204 Highlander Way, Howell MI 48843; the **COMMUNITY MENTAL HEALTH PARTNERSHIP OF SOUTHEAST MICHIGAN**, whose administrative offices are located at 3005 Boardwalk, Suite 200 Ann Arbor, MI 48108, (hereinafter referred to as the "CMHPSM"); **LIVINGSTON EDUCATIONAL SERVICES AGENCY**, whose administrative offices are located at 1425 W. Grand River, Howell MI 48843, (hereinafter referred to as "LESA")

WITNESSETH:

WHEREAS, the above-cited parties have agreed to enter into a local collaborative venture to provide comprehensive behavioral health managed care services for specific children who are residents of Livingston County and who meet the enrollment criteria for said services; and,

WHEREAS, the above-cited parties have agreed that the LCCMHA shall serve as the financial fiduciary and the managing entity for said local collaborative venture; and,

WHEREAS, the Michigan Department of Community Health's Full Management Contract with the LCCMHA contains a provision whereby the LCCMHA is authorized to act as the financial fiduciary for any collaborative local venture with other State and local agencies for the purpose of coordinating mental health and other human services, provided that the LCCMHA is represented in the management of such venture.

NOW, THEREFORE, in consideration of the above and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** by all of the parties hereto as follows:

I. MEMORANDUM PURPOSE. This Memorandum of Understanding is entered into by the parties hereto with the specific purpose of setting forth the terms and conditions under which each of the parties hereto shall participate in this local collaborative venture and shall provide cash match funding in order for the LCCMHA, as the financial fiduciary and the managing entity for said venture, to coordinate behavioral health managed care services for specific children who are residents of Livingston County and who meet the enrollment criteria for said services.

II. MEMORANDUM CONTINGENT UPON FUNDING. This Memorandum of Understanding is contingent upon the appropriations of sufficient State and/or local funds to each of the parties hereto, upon the terms of said appropriations as authorized or amended upon the continuation of such funding.

III. MEMORANDUM AUTHORITY. This Memorandum of Understanding is entered into

pursuant to the authority granted to each of the parties hereto under statutes of the State of Michigan and, for the LCCMHA, pursuant to the financial fiduciary and managing entity authority granted under its Full Management Board Contract with the Michigan Department of Community Health. This Memorandum of Understanding is in accordance with rules, regulations, and standards adopted and promulgated in accordance with the statutes of the State of Michigan. The statutes of the State of Michigan and rules, regulations, and standards (hereinafter referred to as the "Rules") adopted and promulgated in accordance with the statutes shall govern in any area not specifically covered by this Memorandum of Understanding.

IV. TERM AND TERMINATION.

A. The term of this Memorandum of Understanding shall be from the 1st day of October 2021, through the 30th day of September 2022.

B. Nothing in this Memorandum of Understanding shall be construed as requiring any of the parties hereunder to extend or renew this Memorandum of Understanding or to enter into any subsequent agreements.

C. The LCDHHS may immediately cancel this Memorandum of Understanding without further liability to the LCDHHS or its employees if the LCCMHA or an officer of the LCCMHA is convicted of a criminal offense incident to the application of or performance of a State, public or private contract or subcontract or convicted of a criminal offense including but not limited to any of the following; embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards of State of Michigan employees; convicted under State or Federal antitrust statutes or convicted of any other criminal offense which, in the sole discretion of the LCDHHS, reflects on the LCCMHA's business integrity.

D. Notwithstanding any other provisions in the Memorandum of Understanding to the contrary, any of the parties hereto may terminate this Memorandum of Understanding for any reason by providing the other parties hereto with sixty (60) days prior written notification.

E. Any such termination of this Memorandum of Understanding shall not relieve any of the parties hereto of the obligations incurred prior to the effective date of such termination.

V. FUNDING OBLIGATIONS OF THE PARTIES.

A. The parties hereto shall provide cash match funding for the purposes hereunder during the term of this Memorandum of Understanding. For the TWELVE (12) month period commencing on October 1, 2021 and ending on September 30, 2022, cash match funding obligations of the parties shall be as follows:

(1) TWO HUNDRED FORTY EIGHT THOUSAND AND 00/100 DOLLARS (\$248,000) of cash match funding by the Child Care Fund representative (Livingston County Trial Courts and Michigan Department of Health and Human Services) of state and local funding sources detailed below:

- Livingston County Trial Courts County Appropriation for Wraparound

Services = \$208,000

- 1) \$40,000 from the Community Mental Health Partnership of Southeast Michigan
 - 2) \$59,000 from the Livingston County Trial Courts
 - 3) \$5,000 from the Health Department
 - 4) \$104,000 from the State Child Care Fund Match
- Livingston County will appropriate from subaccounts =\$40,000
 - 1) \$20,000 from the Michigan Department of Health and Human Services
 - 2) \$20,000 from the State Child Care Fund Match
- (2.) TWENTY THOUSAND AND 0/100 DOLLARS (\$20,000.00) of cash match funding by the LESA; and,
- (3.) Up to NINE HUNDRED FOURTY TWO THOUSAND AND SEVENTY-FOUR AND 00/100 DOLLARS (\$942,074) of funding provided by LCCMHA's Medicaid allocation.
- (4.) ONE HUNDRED EIGHT THOUSAND AND 00/100 DOLLARS (\$108,000.00) of funding provided by community reinvestment funds.
- (5.) Michigan Department of Health and Human Services will be an equal partner in this memorandum of understanding in that they will be supportive to the behavioral health managed care services outlined in this document. This non-financial commitment will be considered of equal merit to the overall collaborative venture.

Total local collaborative funds hereunder for funding the behavioral health managed care services shall be up to ONE MILLION, THREE HUNDRED AND EIGHTEEN THOUSAND AND SEVENTY-FOUR AND 00/100 DOLLARS (\$1,318,074.00) for the term of this Memorandum of Understanding.

In the event that it is found at any time during the term of this Memorandum of Understanding that local collaborative cash match funds are not sufficient for funding of the costs of the behavioral health managed care services required for this local collaborative venture, this Memorandum of Understanding may be amended in order to increase the payment of cash match funding under this section by any of the parties hereto that agrees to such increase of its cash match funding obligation hereunder or to adjust the number of clients enrolled to the level of funding available.

B. Total payments of cash match funds by the Livingston County Trial Courts shall be paid by a one-time lump sum payment within one hundred and twenty (120) days after the commencement of services and contingent upon receipt of invoice and corresponding case list of individuals receiving services.

C. Total funding generated as a result of this Memorandum of Understanding on cash match funding will be directed by the LCCMHA and will be utilized to fund and provide the behavioral health managed care services. The parties hereto acknowledge and agree that, as required by the Michigan Department of Community Health, all administrative costs of the LCCMHA, in the execution of its duties and responsibilities as the financial fiduciary and managing entity for this local collaborative venture, must be paid specifically from the total funds generated hereunder for the behavioral health managed care services.

D. Total funding generated as a result of this Memorandum of Understanding on cash match funding shall be receipted in and accounted for separately as enterprise funds by the LCCMHA, as the financial fiduciary and managing entity for this local collaborative venture, for the self-sustaining behavioral health managed care services. Financial reports on revenues received, costs incurred, and expenditures made for the behavioral health managed care services shall be distributed to the other parties hereunder by the LCCMHA, as the financial fiduciary and managing entity for this local collaborative venture after the end of each fiscal year quarter. It is agreed by the parties hereto that the LCCMHA, as the financial fiduciary and managing entity for this local collaborative venture, shall be responsible for compiling and submitting all requisite financial reports to the State of Michigan and/or the Federal government on revenues received, costs incurred, and expenditures made for the behavioral health managed care services.

E. Local collaborative cash match funding is being provided proportionately by the parties hereto based upon projections of a maximum number of pre-approved behavioral health managed care service enrollees per a specific number of service months during the term of this Memorandum of Understanding. If the actual number of pre-approved behavioral health managed care service enrollees and/or the actual number of service months, in whole or in part, during the term of this Memorandum of Understanding is(are) less than projected, the LCCMHA, as the financial fiduciary and managing entity for this local collaborative venture, shall return a proportionate portion of local collaborative cash match funding to any of the parties hereto when required by the funding source(s) of any of the parties hereto.

F. If total funding generated as a result of this Memorandum of Understanding on cash match funding is more than the costs incurred for the behavioral health managed care services during the term hereunder, the LCCMHA, as the financial fiduciary and managing entity for this local collaborative venture, shall maintain those revenues in excess of all costs incurred in a separate local fund equity reserve account for the term of this Memorandum of Understanding or any extension thereof and/or during the term of any subsequent Memorandum of Understanding. However, if this Memorandum of Understanding is terminated or not extended or a subsequent Memorandum of Understanding is not entered into by the parties hereto, it is agreed by the parties hereto that the LCCMHA, as the financial fiduciary and managing entity for this local collaborative venture, shall:

- 1) make appropriate final adjustments, as applicable for incurred costs of this collaborative local venture including accruals, to said restricted local fund equity reserve account; and

2) Close out said separate local fund equity reserve account by returning said reserve funds to the parties hereto in separate portions proportionate to the percentage of cumulative funding contributions made by each of the parties hereunder.

G. It is expressly understood and agreed by all of the parties hereto that none of them and/or none of their subcontractors shall process billings separately for consumer fees (i.e., service payments made directly by consumers, their families, and/or legal guardians) and reimbursements from State ward board and care, Medicaid, Medicare, and/or private insurance carriers, etc. for individual services if such services specifically are covered under the behavioral health managed care services required of this local collaborative venture during the enrollment period. Each of the parties hereto shall include, or incorporate by reference, the above provisions in every applicable subcontract and will provide that said provisions will be binding upon each of its said subcontractors. The LCCMHA, as the financial fiduciary and managing entity for this local collaborative venture, shall make periodic inquiries of the other parties hereto to ensure that the requirements of this subsection are being met.

1) It is agreed by all of the parties hereto that the current Ability to Pay determination, fee schedule, and payment system established by the LCCMHA in conformance with Federal and State laws and the Rules promulgated thereto shall govern for the enrolled services hereunder and shall be adhered to by all of the parties hereto and children and families who are ineligible for Title XIX Medicaid and who are served by this local collaborative venture. If a child enrolled for services hereunder is adjudicated, the Livingston County Trial Courts hereby agrees to order the child's parent to have any applicable fee set by the Interdisciplinary Community Team, as composed of the appropriate managed care representatives of the parties hereto, in accordance with the Ability to Pay determination, fee schedule, and payment system of the LCCMHA and to order the child's parent to make payment of the designated fee amount to the LCCMHA, as the financial fiduciary and managing entity for this local collaborative venture.

H. The accounting procedures and internal financial controls of the LCCMHA, as the financial fiduciary and managing entity for this local collaborative venture, shall conform to generally accepted accounting principles in order that the costs allowed by this Memorandum of Understanding can be readily ascertained and expenditures verified there from. The LCCMHA, as the financial fiduciary and managing entity for this local collaborative venture, agrees to maintain separate accounts and source records for all revenues received pursuant to this Memorandum of Understanding. The LCCMHA acknowledges that its accounting and reporting of costs and revenues pertaining to this Memorandum of Understanding must be in compliance with accounting and reporting requirements of the State and Federal governments that pertain to this local collaborative venture.

I. The parties hereto agree that the LCCMHA, as the financial fiduciary and managing

entity for this local collaborative venture, shall maintain on file for ten (10) years or as otherwise required by the State and Federal governments, all appropriate records on all services and service recipients and all financial records pursuant to this Memorandum of Understanding. The LCCMHA shall provide the other parties hereto, the State of Michigan, and the Federal government or their representatives with full access to and the right to audit all said records and documentation during the period that they are required to be on file. If an audit is initiated prior to the expiration of the ten (10) year retention period and extends past that period, all records and documents shall be maintained by the LCCMHA, as the financial fiduciary and managing entity for this local collaborative venture, until the audit is completed.

VI. REFERRAL PROCESS AND ELIGIBILITY CRITERIA FOR SERVICES TO BE FUNDED.

The referral process and eligibility criteria for the behavioral health managed care services to be purchased from total funding generated by cash match funds provided by the parties hereto under this Memorandum of Understanding, shall be in direct accordance with the specifications in the attached document labeled "Attachment A".

VII. SERVICES TO BE FUNDED. Total funding generated by cash match funds provided by the parties hereto shall be utilized by the LCCMHA, as the financial fiduciary and managing entity for this local collaborative venture, to obtain and pay for, as needed per service enrollee, managed behavioral health care services covered under the attached document labeled Attachment B, in accordance with the terms and conditions of the Attachment and this Memorandum of Understanding. Managed behavioral health care services covered under Attachment B shall not be denied to or otherwise withheld from any service enrollee by the parties hereto, provided that the Interagency Community Team composed of the managed care representatives of the parties hereto determines that such covered services are appropriate for a service enrollee and follows the Level of Care Protocol outlined in Attachment B. Other managed behavioral health care services, which are not covered by or prohibited by Attachment B, may be authorized by the Interagency Community Team of the managed care representatives of the parties hereto, in accordance with the terms and conditions of this Memorandum of Understanding.

VIII. CULTURAL COMPETENCE. All providers who provide services covered under the attached document labeled Attachment B shall demonstrate an ongoing commitment to linguistic and cultural competence that ensures access and meaningful participation for all people in the service area for whom the service provider provides supports and services. Such commitment includes acceptance and respect for the cultural values, beliefs and practices of the community, as well as the ability to apply an understanding of the relationships of language and culture to the delivery of supports and services.

To effectively demonstrate such commitment, it is expected that the service provider have four components in place: (1) a method of community assessment; (2) sufficient policy and procedure to reflect the service provider's value and practice expectations; (3) a method of services assessment and monitoring; (4) ongoing training to assure that staff are aware of, and able to effectively implement, policy. The provision of supports and services within the cultural context of the recipient is also necessary to demonstrate this commitment.

IX. DUTIES AND RESPONSIBILITIES OF THE PARTIES AND THE COORDINATION PROCESSES AND PROCEDURES BETWEEN THE PARTIES. The duties and responsibilities of each of the parties hereto shall be keeping with the terms and conditions of this Memorandum

of Understanding. Each of the parties hereto shall be responsible for determining and assigning its own managed care representative on the Community Consultation Team hereunder. Consumers shall also be represented on the Community Consultation Team and all representatives shall adhere to the responsibilities as outlined in Attachment C. Pursuant to this Memorandum of Understanding, coordination processes and service implementation procedures between all of the parties hereto shall be specified in writing and be subject to periodic reviews and, if needed, changed as agreed upon by all of the parties hereto. Such processes and procedures for behavioral health managed care services entry/exit, including referrals to, enrollments of, disenrollments of and/or terminations of the services to eligible Livingston County resident shall be in full compliance with the aforementioned attached documents labeled Attachment A, Attachment B, and Attachment C.

X. TRAINING NEEDS AND RESPONSIBILITIES. The parties hereto agree to participate in those training/technical assistance activities determined necessary by the parties hereto and/or mandated as a condition of participating in the managed care pilot. Training plans will be reviewed on a yearly basis. The parties hereto agree to consider requests for technical assistance from other managed care pilot sites.

XI. PROGRAM INFORMATION TO BE EXCHANGED. The parties hereto agree to exchange program information with each other. Such program information shall include, but not be limited to, referral outcomes, statistical data, and progress reports necessary for the parties hereto to implement and comply with the provisions of this Memorandum of Understanding.

XII. MONITORING PERFORMANCE OF THIS MEMORANDUM. The performance of the terms of this Memorandum of Understanding shall be monitored on an ongoing basis by the designated representatives of the parties hereto. Supervisory and program liaisons of each of the parties hereto shall be appointed and available in order to communicate on any issues related to the administration of and implementation of this Memorandum of Understanding.

XIII. PROCESS FOR RESOLUTION OF DISPUTES. Disputes pertaining to this Memorandum of Understanding shall be resolved through a meeting of the designated representatives of the parties hereto. Any of the parties hereto may request such a meeting to resolve disputes pertaining to this Memorandum of Understanding. Any such meeting shall occur within twenty-one (21) days of a request by any of the parties hereto. The provisions in this section shall not preclude, restrict, or prohibit any of the parties hereto from terminating this Memorandum of Understanding for any reason in accordance with Section IV hereunder.

XIV. JOINT EVALUATIONS OF OUTCOMES. Designated representatives of the parties hereto shall meet together periodically to conduct joint evaluations of the outcomes of this Memorandum of Understanding.

XV. COMPLIANCE WITH THE LAW.

A. This Memorandum of Understanding shall be construed according to the laws of the State of Michigan.

B. The parties hereto and their officers, employees, servants, and agents shall perform all their respective duties and obligations under this Memorandum of Understanding in compliance with all applicable Federal, State, and local laws, ordinances, rules and

regulations.

XVI. NONDISCRIMINATION.

A. The parties hereto shall not discriminate against a recipient of services or an applicant for the receipt of services solely on the basis of religion, race, color, national origin, age, sex, height, weight, marital status, arrest records, physical or mental disability or inability to pay therefore.

B. The parties hereto shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms conditions or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status, political affiliation or beliefs or disability which is unrelated to the individual's ability to perform the duties of a particular job or position.

C. The parties hereto shall not violate any applicable Federal, State, and local laws prohibiting discrimination, including, but not limited to, the following:

- (1) The Elliott Larsen Civil Rights Act, 1976 PA 453, as amended.
- (2) The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- (3) Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, as amended, and regulations adopted thereunder.
- (4) The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USCA S 12101 et. seq.), as amended, and regulations promulgated thereunder.

D. Breach of this section may be regarded as a material breach of this Memorandum of Understanding.

XVII. CONFIDENTIALITY, RECIPIENT RIGHTS AND COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996.

A. All aspects of this Memorandum of Understanding covered by confidentiality provisions of Federal and State laws and by policies of each of the parties hereto shall be observed by the parties hereto.

B. It is agreed by the parties hereto that the LCCMHA, as the financial fiduciary and managing entity for this local collaborative venture, shall utilize the current mechanism established by the LCCMHA for protecting recipient rights and that the final jurisdiction of the LCCMHA's recipient rights policies, procedures, and process, including implementing remedial action for substantiated allegations of rights violations, shall be the basis for the handling of recipient rights matters pertaining to the behavioral health managed care services and enrollees for the services. The LCCMHA shall comply with Federal and State laws, Rules and Regulations in the handling of recipient rights matters.

C. Each of the parties hereto, their personnel and anyone they may contract with for services to be provided under this Memorandum of Understanding who may have access to records protected by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, as amended, shall comply with all applicable requirements of HIPAA and rules and regulations promulgated pursuant thereto, 45 CFR Parts 160 and 164, as amended. Access shall be limited to the minimum necessary to provide the applicable

services. Breach of this section shall be a material breach of this Memorandum of Understanding.

XVIII. STATUS OF EMPLOYEES.

It is expressly understood and agreed that the employees, servants and agents of each of the parties to this Memorandum of Understanding shall not be deemed to be and shall not hold themselves out as the employees, servants or agents of the other parties. Each of the parties to this Memorandum of Understanding shall be responsible for withholding and payment of all income and social security taxes to the proper Federal, State, and local governments for their employees. The employees of each of the parties hereto shall not be entitled to any fringe benefits from the other parties, such as, but not limited to, health and accident insurance, life insurance, professional liability insurance, paid vacation leave, paid sick leave, and longevity. Each of the parties shall carry workers' compensation and unemployment compensation coverage for its employees, as required by law.

XIX. WAIVERS.

No failure or delay on the part of any of the parties to this Memorandum of Understanding in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

XX. ASSIGNMENT OR SUBCONTRACTING.

A. The parties hereto shall not assign, subcontract or otherwise transfer their respective governmental duties and/or obligations under this Memorandum of Understanding.

B. It is agreed by the parties hereto that the LCCMHA, as the financial fiduciary and managing entity for this local collaborative venture, may, through separate service agreements, purchase behavioral health services from service providers who are not prohibited by the Federal, State, or local governments from providing such services, as long as such services are authorized by an Community Consultation Team composed of the managed care representatives of the parties hereto, each service provider agrees to terms and conditions required by the LCCMHA for a service agreement, and the LCCMHA authorizes and approves any such service agreement. Except for administrative services, any behavioral health managed care services hereunder provided directly by the LCCMHA and any fee rates for such direct services of the LCCMHA must be authorized by the Interagency Community Team composed of the managed care representative of the parties hereto.

XXI. AMENDMENT. Provisions of this Memorandum of Understanding may be amended with the mutual written approval of all of the parties hereto.

XXII. COMPLETENESS OF THIS MEMORANDUM. This Memorandum of Understanding, the Attachments, and any additional and supplementary documents incorporated herein by specific reference contain all the terms and conditions agreed upon by all of the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Memorandum of Understanding or any part thereof shall have any validity or bind any of the parties hereto.

XXIII. DISREGARDING TITLES. The titles of the sections in this Memorandum of Understanding are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Memorandum of Understanding.

XXIV. SEVERABILITY AND INTENT.

A. If any provision of this Memorandum of Understanding is found to be in conflict with Federal or State law, that provision will be subordinate to the law. The other provisions of this Memorandum of Understanding shall not be affected thereby, except where the invalidity of the provision would result in the illegality and/or unenforceability of this Memorandum of Understanding.

B. This Memorandum of Understanding is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties hereto.

XXV. CERTIFICATION. The persons signing this Memorandum of Understanding certify that they are duly authorized to sign this Memorandum of Understanding on behalf of their respective organization and that this Memorandum of Understanding has been properly authorized by their respective organization.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully executed this Memorandum of Understanding on the day and the year first above written.

WITNESSED BY:

Angela Brown 7/26/2021 BY: Constance C. Conklin
Date Constance C. Conklin, Executive Director

COUNTY OF LIVINGSTON

Wes Nakagiri 1/23 BY: Wes Nakagiri
Date Wes Nakagiri, Chairperson, County Board of Commissioners

Dianne McCormick 1-20-2021 BY: Dianne McCormick
Date Dianne McCormick, Director, Livingston County Health Department

Michael P. Hatty 1-20-2021 BY: Michael P. Hatty
Date Michael P. Hatty, Chief Judge, Livingston County Circuit and District Courts

COMMUNITY MENTAL HEALTH PARTNERSHIP
OF SOUTHEAST MICHIGAN

James Colaianne 7/27/2021 BY: James Colaianne
Date James Colaianne, CEO of Community Mental Health Partnership of Southeast Michigan (CMHPSM)

Mark Cochran 7/27/2021 BY: Mark Cochran
Date Mark Cochran, Chairperson of CMHPSM Oversight Policy Board (OPB)

LIVINGSTON EDUCATIONAL SERVICE AGENCY

Mike Hubert 07/28/2021 BY: Mike Hubert
Date Mike Hubert, Superintendent

DEPARTMENT OF HEALTH AND HUMAN
SERVICES

Jennifer Tate 7-27-21 BY: Jennifer Tate
Date Jennifer Tate, Director

ATTACHMENT A REFERRAL PROCESS AND ELIGIBILITY CRITERIA

Referral Process

The Wraparound Coordinator is the access point to enrollment in Wraparound. Any agency or consumer may call her/him with a referral. These referrals are presented to the Community Consultation Team (CCT), which is the community gatekeeper for Wraparound. Referrals are matched to the wraparound eligibility criteria requirements and the prioritization list by the CCT, resulting in one of the following recommendations:

1. Acceptance because there is an opening and because the case has higher priority over any other case.
2. Acceptance even though Wraparound is filled. This is done when there is a crisis that needs immediate attention and Wraparound can anticipate an opening in a relatively short period of time.
1. Acceptance and placement on the waiting list because Wraparound is full. The Wraparound Coordinator provides consultation with input from the CCT to the agency/family. The Wraparound Coordinator will keep data regarding these referrals and where they fit on the priority list.
4. Rejection because the referral does not fit eligibility criteria for Wraparound.

In addition:

- a. Wraparound will keep a waiting list which will be organized by priority and then referral date.
- b. If eligibility information changes, the Wraparound Coordinator will consult with the CCT for reexamination of priority level.
- c. Referral data will be kept.
- d. Waiting list data will be kept. If the number of referrals on the waiting list reaches too high a number and/or the length of wait interferes with the treatment needs of children, the information will be presented to the HSCB for planning purposes.

Eligibility Criteria

In order to be eligible for enrollment in this Program and for payment under this Agreement, a person must meet the following criteria:

1. Age 0 to 18.
2. Nominated by a participating agency.
3. Has a Serious Emotional Disturbance, based on criteria published by the Michigan Department of Health and Human Services.
4. Has exhausted traditional services or these services are not appropriate for the person according to the Community Team assessment.
5. Is involved with multiple services systems (and systems must be willing to participate in the process).
6. Referred for or at imminent risk of out-of-home placement, according to Community Team assessment, using one or more of the following criteria: diagnosis, prior placement history, CAFAS (Child and Adolescent functional Assessment Scale) and/or Structured Decision-Making results, court-ordered out-of-home placement with judicial acceptance of alternative treatment plan or disruption of developmental progress/developmental delay.

Priorities for Wraparound are determined by the partners and community need. They are as follows:

1. **Risk of placement or returning from placement:** This includes any child that is in out of home placement and/or that has been identified as needing placement in foster care, residential treatment, psychiatric hospitalization or any other placement option.
2. **Severe functional impairments:** This includes children who are having severe difficulties in several areas of their life and those disturbances result in:
 - A. Sexual acting out
 - B. Eating disturbances
 - C. Sleeping disturbances
 - D. Danger to self or others
 - E. An inability to go out in public places without major disruption
 - F. Severe thought or mood disorders, or
 - G. Property destruction
3. **Risk of multiple suspension/or expulsions:** This includes children who have been suspended more than once in the past school year or they have been referred to the superintendent for possible expulsion. Other considerations may be given to the number or referrals a child receives based on behavior to address the diverse nature of school's suspension policies.
4. **Family dissolution:** This includes children and families that are at risk of dissolving due to health stresses, mental illness, divorce, death in the immediate family, substance abuse, homelessness, a family with multiple children who present severe challenges in parenting situations, a family with potentially more than one wraparound child and other environmental factors.
5. **Abuse and neglect prevention:** These are families identified by LCDHHS or possible other agencies or family members. The families who are included in this priority have high risk factors of abuse or they have a past history of abuse and neglect. Structural barriers facing these families include unemployment, transportation, substance abuse, etc. These families may be high in risk factors but low in immediate safety concerns. For example, if the child needs to be removed as the only alternative to ensure safety then Priority One would be considered instead.
6. **First come/first served:** When there is no waiting list and no other referrals to consider at the above five criteria, a child who meets the general definition of wraparound eligibility may be considered and assigned to wraparound.

ATTACHMENT B SERVICES AND LEVEL OF CARE PROTOCOL

Covered Services

Child Welfare Services

Services provided to avoid unnecessary out-of-home placement or to support reunification:

- Counseling
- In-home family services
- Parenting education or training (in-home or out-of home services)
- Parent support services
- Respite Care
- Assisted Care in Foster Care
- Youth Mentoring
- Residential treatment

Medicaid Mental Health Services

Services provided are those identified as available for Children with a Serious Emotional Disturbance in the Mental Health/Substance Abuse section of the MDCH Medicaid Provider Manual. All service eligibility and medical necessity guidelines/requirements apply.

Medicaid Substance Abuse Services

- Substance Abuse Individual Counseling, Group or Family Counseling
- Substance Abuse Intensive Outpatient Treatment

Alternative services may be offered in addition to or in lieu of covered services with the agreement of the family/guardian and with approval of the CCT.

Non-Capitated Services

All non-behavioral Medicaid-covered services shall not be covered by capitation payments hereunder, but shall be the responsibility of the enrolled Medicaid physical health care provider. These include:

1. Physician Services
2. Medical Specialist Services
3. Dental Services
4. Optical Services
5. Ambulance Services
6. Hearing and Speech Services
7. Non-psychiatric Hospital Care - inpatient and outpatient
8. Laboratory
9. X-rays
10. Emergency Room Care
11. Prescriptions
12. Home Health Services

Additional Provisions

Any behavioral health service which is not provided by or at the direction of the Team, except in the case of emergency medical or psychological care, shall not be covered by Medicaid payments.

The Contractor may not impose co-payments upon covered persons of the Medicaid Program.

The Contractor shall provide all covered persons with consistent, quality behavioral health care, delivered with dignity, at locations in the service area which assure reasonable availability and accessibility to covered persons.

The Contractor shall assure that crisis intervention services are available on a twenty-four (24) hour basis, seven (7) days a week, either in the Contractor's own facilities or through other appropriate facilities. The contractor shall provide a means, approved by the Department, for twenty-four (24) access.

The Contractor shall allow each covered person, to the extent feasible and appropriate, the freedom to choose from within the Plan, the specific health care providers responsible for his or her primary services.

The Contractor shall use its best efforts to assure that the covered person gets routine medical check-ups, including dental, optical, physical examinations and age-sex specific health screenings as medically appropriate.

Level of Care Protocol

The following protocol will guide the service selection and level of care determination process for children enrolled in wraparound:

1. Level of care decisions will be guided by the following principle: Children should be served in the least restrictive, most normative environment adequate to meet their treatment needs, and the safety needs of the child, family and community.
2. Child and Family Teams will select the appropriate service mix based on the needs, strengths, and desired outcomes identified in their individualized planning process.
3. Crisis and safety plans will be developed in response to all child and community safety issues identified in the individualized planning process. Crisis and safety plans will proactively identify which interventions of higher intensity/restrictiveness will be accessed in response to specific behaviors.
4. The use of out-of-home placements must be supported by an analysis of the need for the level of restrictiveness requested, the identified outcomes anticipated from the placement, and an estimate of the length of time needed to achieve those outcomes. More specifically:
 - Wraparound funds are not a primary funding source for long term residential treatment settings or long term mental health hospitalizations.
 - If it is originally anticipated that a child is going into a short term placement but the placement becomes a longer term placement, the Community Consultation team (CCT) will continue to assess the role of Wraparound, without automatically dis-enrolling the child and his/her family from the program. Assessment will consist of the child's progress, the appropriateness of the child returning to the community, and the family's need for Wraparound intervention during the time the child is away from the home.
 - If at the beginning of a placement it is anticipated that a child will be gone for six months or more and the setting will provide all services to the child and his/her family, the child can be dis-enrolled from Wraparound.
 - A child dis-enrolled because of placement can be re-referred to Wraparound at three

months before returning to the community. If there is a waiting list for entry into Wraparound, the child and his/her family will have priority.

5. The CCT will typically review all resource utilization on a monthly basis. The CCT may elect to review out-of-home placement utilization on a more frequent than monthly basis. This review will include an analysis of the rationale for services selected, analysis of continuing need for the current level of service based on specific behaviors and/or circumstances, and review of progress toward identified outcomes.
6. The CCT will monitor for both the under and over-utilization of resources.

ATTACHMENT C

Responsibilities of the Community Consultation Team

The purpose of this committee is to develop, implement, continuously improve and deliver cost effective community services using a comprehensive wraparound model that is in compliance with all existing and future mandates that relate to Wraparound.

Chairperson Responsibilities:

- 1) The Chairperson is selected on a rotation basis. The chairperson presides for six months while the next person in rotation serves as vice chair, assuming the chair ship at the end of the six-month period. The rotation schedule is: Health Department, Substance Abuse, Livingston County Trial Courts, Livingston Educational Services Agency, Department of Health and Human Services, Community Mental Health and the consumer seat. The position's responsibilities are:

1. Chair regular meetings.
2. Meet with designated staff.
3. Help develop the agenda.

Committee Members Responsibilities:

1. Meet twice a month.
2. Serve as gatekeepers and provide consultation on specific cases, i.e., screen referrals against enrollment criteria, approve or deny referrals, provide a response to the referral source, look at plans whose cost exceeds the capitated rate and look at all outliers.
3. Provide oversight of safety issues (worker, community and families). Cases to be monitored will be identified at intake or may be referred for review based on staff, community or family concern regarding safety issues.
4. Make exceptions to standard practices when necessary.
5. Meet regularly with their individual agency director to ensure consistent communication.
6. Approve Child and Family Plans of service at initial and quarterly reviews as recommended by the Coordinator.
7. Provide input in the hiring of the position and in the evaluation of the coordinator and participate in the development of the coordinator's work plan.
8. Commit resources and/or funds.
9. Attend trainings that relate to CCT responsibilities.
10. Develop internal CCT procedures including a conflict resolution process for the committee, families and participating agencies.
11. Review reports given to the Funding Partners Workgroup and to the HSCB. These are to include policy development issues and barriers identified.

Staff Person (Wraparound Coordinator) Responsibilities:

1. Receive Wraparound referrals and present to the Committee.
2. Provide direct service to two or three children.
3. In conjunction with the Wraparound Program Director, authorize care and expenditures to stabilize a family crisis until consultation can be obtained from the team at the next regularly scheduled meeting.

5. Provide a quarterly report to the Funding Partner Workgroup and annual report to the HSCB with CCT review.
6. Evaluate and present Wraparound plans and budgets to the Committee with recommendations.
7. Supervise the wraparound specialists.
8. Collect agenda items and work with the Chair to build agenda.
9. Prepare the agenda, minutes and materials.
10. Communicate with participating agency Directors and the Staff to the HSCB.
11. Facilitate CCT meetings as defined by the Team.