

**Agreement**

**Between**

**Macomb County Community Mental Health Services**

**and**

**Total Health Care**

This Agreement is made between:

**Macomb County Community Mental Health Services  
22550 Hall Road  
Clinton Township, MI 48036**

**and**

**Total Health Care  
3011 W. Grand Blvd.  
Suite 1600  
Detroit, MI 48202**

**COORDINATION AGREEMENT BETWEEN  
THE MACOMB COUNTY COMMUNITY MENTAL HEALTH SERVICES  
BOARD AND TOTAL HEALTH CARE**

**INTRODUCTION**

This Agreement is entered into and made effective this **1<sup>st</sup> day of October, 2012**, by and between the Macomb County Community Mental Health Services Board (MCCMH), and Total Health Care (Health Plan). This Agreement shall supersede any and all previous or prior Care Coordination Agreements between MCCMH and the Health Plan. Unless otherwise specified in this agreement, reference to the MCCMH is intended to include all provider organizations that provide services directly or under a contract with the MCCMH, including Substance Abuse Services to pursuant to Attachment A, attached hereto, and incorporated by reference.

This agreement is intended to address coordinated service delivery for Developmental Disabilities and Substance Abuse Services.

All parties agree to manage this agreement with a goal to maximize the effective service delivery of medical/physical and developmental disability care to Medicaid Recipients who reside in the County of Macomb.

**A. Legal Basis**

Whereas, P.A. 352 of the Public Acts of 1996 permits the Michigan Department of Community Health to increase the enrollment of Medicaid eligible persons in health plans on a capitated basis; and

Whereas, in order to expand enrollment, the Michigan Department of Community Health has established a competitive bid process that has resulted in contracts with health plans that are deemed to be qualified to provide specified health care services to Medicaid enrollees; and

Whereas, specialized services for Medicaid enrollees who have developmental disabilities will be provided through arrangements between the Michigan Department of Community Health and selected developmental disability providers; and

Whereas, Community Mental Health Services Programs (CMHSP) are designated as the Developmental Disability Provider under contract with the Michigan Department of Community Health and consistent with the Mental Health Code; and

Whereas, Health Plans and CMHSPs should coordinate and collaborate efforts in order to promote and protect the health of the Medicaid-enrolled population;

Now, therefore the Health Plan and the CMHSP agree as follows:

**B. Term of Agreement**

This agreement will be effective on October 1 in the year 2012 for a period not to exceed two years. The agreement will be subject to amendment due to changes in the contracts between the Michigan Department of Community Health and the Health Plan or the contract with the Community Mental Health Services Programs.

Upon signed agreement of both parties, the provisions of this agreement will be extended for a time frame consistent with the contract period of the Health Plan and the Michigan Department of Community Health. Either party may cancel the agreement upon 30 days written notice.

**C. Administration and Point of Authority**

The Health Plan shall designate in writing to the CMHSP the person who has authority to administer this agreement. The CMHSP shall designate in writing to the Health Plan the person who has authority to administer this agreement.

**D. Areas of Shared Responsibility**

In order to provide the most efficient and coordinated services to Medicaid enrollees, the responsibilities of the Health Plan and CMHSP will include:

## 1. Referral

### Mutually Served Consumers

This refers to health plan members who also receive community mental health services. Mutual consumer groups will be defined according to clinical criteria agreed upon between the individual CMHSP and the Health Plan. Services to be provided by the Health Plan and by the CMHSP may vary for different clinically defined groups. Eligibility criteria for specialty developmental disability (DD) services are outlined in Attachment 1. It should be noted that persons who receive specialty developmental disability services also have a high likelihood of requiring behavioral health services.

### Entry to CMHSP Specialized Services for Persons with DD

This is the process of obtaining CMHSP approval for a health plan member to receive specialized DD services from a CMHSP. Specialized DD services means those unique services of a CMHSP that support persons in community environments and/or provide alternatives to, or decrease the need for, Intermediate Care Facilities for persons with Mental Retardation (ICFs/MR), which includes State DD Centers and Alternative Intermediate Services for Persons with Mental Retardation (AIS/MR) homes. These might include such services as specialized residential services, day program services, outpatient mental health clinic services, supportive services (e.g., family support, supported independent living, etc.).

### Services to Be Provided (Benefit Packages and Limitations)

The intent of establishing written procedures between Health Plans and CMHSPs is to assure service coordination and continuity of care for persons receiving services from both organizations. Therefore, it is essential that the parties define the service/coverage package that will be provided by each party to mutual consumers. This must also specify any limitations on amounts of services, including but not restricted to:

- emergency services;
- inpatient hospital and outpatient services by type of outpatient service;
- intermittent/short term LTC nursing facility stays;
- physician services, especially neurological assessments and treatment, diagnostics, and orders for therapies;
- pharmacy, particularly drugs used in seizure and/or behavioral management and the OTC and non-prescription items commonly ordered for consumers with DD;
- laboratory services;
- dental services;
- therapies (physical, occupational, speech);
- mental health clinic services;
- home health services including hourly nursing;
- medical equipment and supplies, and assistive technology;
- specialized DD services including home- and community-based care, crisis stabilization, and long-term supports;
- personal care services including Home Help and specialized mental health

- personal care;  
• transportation to medical services and to mental health services.

## **2. Interagency Assessment and Supports/Services Planning**

This includes collaborative joint supports/services, and/or treatment planning activities of the consumer, the CMHSP and the Health Plan regarding specialty developmental disability services, mental health services, and medical services provided by each party to the mutual consumer.

It includes identifying responsibilities to, and processes for: joint service planning meetings; sharing of assessments and background information; employing person-centered processes to develop supports/services plans; assigning supports/services coordination responsibilities; ongoing monitoring (inclusive of health status) and communication about services rendered or additional services needed.

For persons with developmental disabilities, a critical responsibility that needs to be identified relates to the physician responsibilities. This will need to be handled on an individual basis, but the process must be clearly laid out for defining the respective responsibilities of the CMHSP physician and the CHPP primary physician.

The two parties **must** establish a process for clinical staffing so the clinical staff of the two agencies meet on a regular basis to review the plans and status of mutual consumers.

The interagency treatment/supports planning process further involves sharing of written documents and verbal reports, and discussions at joint supports/services planning meetings.

## **3. Emergency Services**

In accordance with the definition of emergency services described in Section II-I-1 of the Request for Proposal for Comprehensive Health Care Program, emergency services also include those services provided to a person suffering from an acute problem in behavior or mood that requires immediate intervention. The need for the intervention may be identified by the enrollee, the enrollee's family or social unit, other agencies or referral sources, or law enforcement personnel.

It is the responsibility of the Health Plan to ensure that emergency services are available 24 hours a day and 7 days a week. As part of its responsibilities to provide emergency services and mental health outpatient services, the Health Plan must make mental health crisis services available for its enrollees. This applies for all enrollees except for those who are receiving specialized behavioral health services. If the emergency is of a medical/physical nature, it is the responsibility of the Health plan. If the emergency results from crises in the supports system of the consumer, it is the responsibility of the specialty developmental disability provider.

The Health Plan has the responsibility to inform all enrollees of emergency service procedures for accessing emergency services, and to inform members of the designated emergency phone number through member services materials and programs. Prior approval by the Health Plan is not required.

It is the responsibility of the CMHSP to provide for emergency mental health services for all enrollees receiving specialized behavioral health services including:

- access by telephone 24 hours a day, 7 days a week - this number shall be made available to the Health Plan to provide to all enrollees; and
- provision for face-to-face services to persons in need of crisis evaluation, and admission screening for psychiatric inpatient admissions, intervention and disposition.

#### **4. Pharmacy and Laboratory Services**

All pharmacy and laboratory services are covered by the Health Plan. This includes drugs prescribed and laboratory services ordered by the Health Plan or by the behavioral health and developmental disability providers (CMHSP).

Prescriptions and Orders for Laboratory Services:

- a. The Health Plan cannot restrict prescriptions written by the developmental disability physicians as long as:
  - i. The drug prescribed is for the treatment of the developmental disability or for any complication due to the developmental disability.
  - ii. The purchase is made from an approved Health Plan pharmacy.
- b. The Health Plan cannot restrict orders for laboratory services to test for developmental disabilities or the complications due to the disability, except that the laboratory must be approved by the Health Plan.
- c. The Health Plan cannot restrict orders for laboratory services to test for and monitor the medications prescribed by the developmental disability services physician, except that the laboratory must be approved by the Health Plan.
- d. The Health Plan and the CMHSP must develop approval mechanisms for other laboratory and imaging services (e.g. MRI, CAT scans, X-rays, etc.).

Coordination:

- a. The Health Plan and the CMHSP must develop procedures for notifying each other of prescriptions, and when deemed advisable, consultation between practitioners before prescribing medication, and sharing complete and up-to-date medication records.
- b. The CMHSP in cooperation with the Health Plan is responsible to monitor and track pharmaceutical usage in order for the Health Plan to provide comprehensive data and information as required under contract with the Michigan Department of Community Health.

#### Pharmacies and Laboratories:

The Health Plan must ensure that pharmacy and laboratory services are easily accessible to the recipients of developmental disability services. Strategies to accomplish this include the location of pharmacies and laboratories in proximity to specialty service locations and/or public transportation, home delivery services, or other methods of the provision of these services. The CMHSP shall assist the Health Plan in identifying existing locations used by consumers and/or alternative delivery strategies.

#### Drug Formulary:

- a. The Health Plan drug formulary for developmental disabilities and for behavioral health must include all of the drugs currently covered for the Medicaid FFS population.
- b. The Health Plan must have a process to evaluate requests to add products not included in its drug formulary.

### **5. Medical Coordination**

In order to coordinate the appropriate delivery of health care services to Medicaid enrollees, clarity regarding the respective responsibility is necessary. Both parties will develop referral procedures and effective means of communicating the need for individual referrals.

In addition, both the Health Plan and CMHSP acknowledge respective individual responsibilities as listed below:

**Habilitation and rehabilitation services:** Habilitation services means those services designed to assist Medicaid enrollees in the development of skills and capacities they have never possessed, (i.e., predominantly in the functioning areas of self-care and/or activities of daily living), and to maintain capacities attained for the first time. Habilitation services are the responsibility of the CMHSP. Rehabilitation services are designed to assist Medicaid enrollees in restoring those self-care skills they once possessed, and is the responsibility of the Health Plan.

**Case Management:** Case management services means those services that will assist Medicaid enrollees in gaining access to needed medical, social, educational and other services. It is the expectation that Health Plans will demonstrate a commitment to assisting enrollees in managing their complex health care needs (Section II-T of the Request for Proposal for Comprehensive Health Care Program).

Within the developmental disabilities specialty services system, case management includes: assessment, person-centered service plan development, linking/coordination of services, reassessment/follow-up, advocacy, and monitoring of services. Some CMHSP consumers of DD services receive these case management services under a coverage entitled "supports coordination." As part of the referral procedures described above, the Health Plan and CMHSP shall both indicate the manner in which case management

services will be coordinated.

Health and Medical Services: A number of mutually served consumers will be jointly under the care of at least two physicians, namely the Health Plan primary health care physician and the specialty developmental disabilities physician. The treatment planning process must clearly define the respective responsibilities for these two physicians. On an individual consumer basis, other health-related services will need to be clarified. Such health related services include nutrition/dietary, maintenance of health and hygiene, nursing services, teaching self-administration of medications, etc.

It is jointly the responsibility of the Health Plan and CMHSP to conduct utilization review for Medicaid enrollees. This is defined as the process of evaluating the necessity, appropriateness and efficiency of health care services. The information developed in this process is essential to the Quality Improvement Plans of each party.

## **6. Quality Improvement**

Both parties agree that a set of Quality Improvement activities to monitor the coordination of services is necessary. The Quality Improvement process will establish performance standards that will be used to monitor access, coordination, outcome, and satisfaction of services.

## **7. Data and Reporting Requirements and Release of Information**

Both parties will agree to coordinate the data sharing necessary for completing reporting requirements, established through their respective contracts with the Michigan Department of Community Health. Such data sharing should involve performance indicators such as:

- mental health emergency including pre-admission screening for DD centers or AIS/MR services;
- referrals to CMHSP specialized developmental disabilities services;
- pharmacy and laboratory utilization;
- coordination between the Health Plan and the CMHSP; and
- consumer/enrollee satisfaction with services and coordination.

Both parties shall agree to obtain any necessary signed releases of information from the enrollee so treatment information can be shared without impediment between the two parties to this agreement. The Mental Health Code stipulates that the holder of the mental health record may disclose information “as necessary in order for the recipient to apply for or receive benefits.”

## **8. Grievance and Complaint**

Health Plans are required to establish internal processes for resolution of complaints and grievances from enrollee members. Medicaid enrollees may file a complaint or grievance on any aspect of service provided to them by the Health Plan or the Health Plan’s

contracted providers.

CMHSPs are required to establish second opinion mechanisms and internal recipient rights processes for resolution of complaints from consumers and others.

Both parties are responsible for informing the other about their grievance and complaint processes.

Both parties are responsible to provide information to Medicaid enrollee members regarding the Health Plan's grievance and complaint processes, and that of the CMHSP.

## **9. Dispute Resolution**

The parties must specify the steps that the Health Plan or CMHSP must follow to contest a decision or action by the other party related to the terms of the agreement. The process should specify the responsibilities of the parties and time frame for each step.

The dispute resolution process should include:

For administrative decisions:

- Request to the other party for reconsideration of the disputed decision or action.
- Appeal to the Michigan Department of Community Health regarding a disputed decision of a Health plan, or for a disputed decision of a CMHSP.

For clinical decisions:

- Request to the other party for reconsideration of the disputed decision or action.
- Appeal to a locally-established clinical review team comprised of Medical Directors, or their designees, from the CMHSP and the Health Plan.
- Appeal to a clinical review team consisting of medical professionals representing the Michigan Department of Community Health.

## **E. Governing Laws**

Both parties agree that performance under this agreement will be conducted in compliance with all federal, state, and local laws, regulations, guidelines and directives.

## **F. Ongoing Education**

MCCMH and the Health Plan agree to provide continuing education and information regarding specifics of this agreement, associated interface, coordination and operational procedures to all levels of staff involved in the implementation of this agreement.

## **G. Indemnification**

All liability to third parties, loss or damages, demands, costs or judgments arising out of activities or in any way related to the decisions of the Health Plan regarding service

responsibility, limitations as to amount of services, emergency services, laboratory and imaging services or any services actually rendered by the Health Plan shall be the responsibility of the Health Plan if the liability, loss or damage is caused by, or arises out of, the actions or failure to act on the party of the Health Plan, its officers, employees, or agents.

All liability to third parties, loss or damages as a result of claims, demands, costs or judgments arising out of activities to be carried out by MCCMH pursuant to the terms of this agreement shall be the responsibility of MCCMH, if the liability loss or damage is caused by, or arises out of, action or failure to act on the part of any MCCMH employee or agent, provided nothing herein shall be construed as a waiver of any public immunity by MCCMH, the County of Macomb, its agencies or employees, as provided by statute or court decisions.

## **H. Miscellaneous**

### **A. No Waiver of Governmental Immunity**

Notwithstanding any other provision in this agreement, no provision in this agreement is intended, nor shall any such provision be construed, as either waiving or constituting a waiver of any public or governmental immunity granted to MCCMH, the County of Macomb and/or any MCCMH representative as provided by applicable statutes and/or court decisions.

### **B. Third-Party Beneficiaries**

Except as expressly provided herein for the benefit of the parties, this agreement does not, and is not intended to, create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (i.e. contractually, legally, equitably, or by implication) and/or any right to be subrogated to or to be a direct or indirect beneficiary in or from either party's rights in this agreement and/or any other right, of any kind whatsoever, in favor of any third party.

### **C. Independent Contractor Status**

The parties agree that all work and/or services performed by either party and/or any of its respective agents pursuant to this agreement shall be undertaken by each party as an independent contractor and not as an agent of the other. Nothing in this agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties. Specific Substance Abuse services coordination, in addition to the above, or service exclusion, for Macomb County Medicaid recipients will be managed by Macomb County Community Mental Health and the Health Plan pursuant to Attachment A of this Agreement.

**The terms of this agreement shall not supersede any provisions to the contrary in the respective contracts between either of the parties and MDCH**

Total Health Care

Macomb County Community Mental Health

By: \_\_\_\_\_  
Randy Narowitz  
Title: CEO

By: \_\_\_\_\_  
John Kinch  
Title: Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment A**  
**Care Coordination of Substance use disorder Services**

Macomb County Community Mental Health Services is the designated coordinating agency (CA) for substance use disorder services in Macomb County and is responsible for managing substance use disorder services to Medicaid recipients **who reside in the County of Macomb**. Therefore, references to Behavioral Health in this Coordination Agreement includes both mental health and substance use disorder services provided by MCCMH, **except for the following sections which pertain specifically to substance use disorder services.**

**1. Entry to Macomb County Community Mental Health Substance use disorder Services**

The Health Plan may refer an enrolled member for a screening to determine if that individual is eligible for medically necessary speciality substance use disorder services through the Medicaid Plan. In order to be clinically eligible for services, a consumer must be determined as meeting DSM-IV criteria for one of the substance-related disorders, as well as American Society of Addiction Medicine (ASAM) Patient Placement Criteria for the level of care to be provided. Macomb CMH subcontracts with the following provider for **access to Medicaid substance use disorder services and coordination of care:**

**CARE of Southeastern Michigan**  
31900 Utica Road  
Fraser, Michigan 48026  
(586) 541-2273      FAX (586) 541-2274  
Toll-Free: (877) 484-8884

All Medicaid eligibles seeking substance use disorder services under the plan can call CARE for a screening and authorization for treatment.

**2. Benefit Packages and Limitations**

MCCMH is responsible for the following substance use disorder services for all Medicaid recipients residing in Macomb County, including those individuals who are simultaneously enrolled in the Health Plan:

- Substance use disorder screenings completed by CARE for admission authorizations to covered services
- Outpatient substance use disorder treatment (including individual, family and group)
- Intensive outpatient substance use disorder treatment
- Methadone/LAAM Assisted Treatment (FDA approved supports)
- Sub-acute detoxification is not a Medicaid covered service, but may be made available to Medicaid eligibles through other funds with CARE authorization. (Federal and State admission priorities apply)
- Residential treatment

The following Medicaid services are funded outside of this plan and are not the responsibility of MCCMH

- Acute detoxification is a hospital provided service, billed directly to MDCH.
- Laboratory services related to substance use disorder (except required Methadone/LAAM support) should be billed directly to MDCH by the Medicaid approved laboratory.
- Pharmacy Services for medications prescribed as a support to substance use disorder treatment are paid for either on a fee-for-services basis by MDCH (for recipients not in a capitated plan) or through the recipient's Health Plan (with prior authorization from the plan).

### **3. Emergency Services**

Medicaid beneficiaries cannot be denied access to necessary emergency services in a hospital emergency room. Transportation, initial emergency screening and medical stabilization services in a hospital emergency room are not the responsibility of MCCMH. Acute medical detoxification services may be provided by an enrolled hospital without authorization from MCCMH. Such services will be billed directly by an enrolled hospital and will be reimbursed directly by MDCH in accordance with previously issued Medicaid acute medical detoxification criteria which remain in effect.

### **4. Laboratory**

Specified laboratory tests related to authorized substance use disorder services other than Methadone and LAAM must be billed directly to the MDCH by a Medicaid enrolled laboratory. These procedures are paid fee-for-service and are not the responsibility of MCCMH or the Health Plan.

### **5. Pharmacy**

Medications prescribed as a support to substance use disorder treatment, other than those used for opioid replacement therapy (methadone, LAAM), are paid for either on a fee-for-services basis by MDCH (for recipients who are not in a Health Plan) or through the recipients Health Plan. For recipients enrolled in a Health Plan, substance use disorder providers must obtain authorization for any necessary prescription medications related to substance use disorder treatment from the enrollee's primary care physician. Any additional procedures for substance use disorder programs to obtain authorization will be communicated by the Health Plan in writing to MCCMH.

### **6. Release of Information**

All parties recognize and agree that information about substance use disorder clients is protected by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, requiring signed releases of information from members to facilitate sharing of substance use disorder treatment information regarding mutual clients.