

AGENDA

BAY ARENAC BEHAVIORAL HEALTH BOARD OF DIRECTORS PROGRAM COMMITTEE MEETING

Thursday, June 13, 2024 at 5:00 pm

Room 225, Behavioral Health Center, 201 Mulholland Street, Bay City, MI 48708

Committee Members: Chris Girard, Ch Jerome Crete Sally Mrozinski Toni Reese	Present _____ _____ _____ _____	Excused _____ _____ _____ _____	Absent _____ _____ _____ _____	Committee Members: Pam Schumacher Robert Pawlak, Ex Off Richard Byrne, Ex Off	Present _____ _____ _____	Excused _____ _____ _____	Absent _____ _____ _____	Others Present: BABH: Heather Beson, Joelin Hahn, Chris Pinter, Amy Folsom, and Sara McRae Legend: M-Motion; S-Support; MA- Motion Adopted; AB-Abstained
---	---	---	--	--	------------------------------------	------------------------------------	-----------------------------------	--

	Agenda Item	Discussion	Motion/Action
1.	Call To Order & Roll Call		
2.	Public Input (Maximum of 3 Minutes)		
3.	Clinical Program Review 3.1) Madison Clinic Psychiatric Services, A. Folsom		3.1) No action necessary
4.	Requests for Clinical Privileges 4.1) Mukesha Lathia, M.D. – Renewal privileges for a two-year term to expire 06/30/2024 4.2) Nathalie Menendes, Psy. D, LP – Renewal privileges for a two-year term to expire 06/30/2024		4.1-4.2) Consideration of motion to refer the clinical privileges to the full Board for approval
5.	Unfinished Business 5.1) None		

AGENDA

BAY ARENAC BEHAVIORAL HEALTH BOARD OF DIRECTORS PROGRAM COMMITTEE MEETING

Thursday, June 13, 2024 at 5:00 pm

Room 225, Behavioral Health Center, 201 Mulholland Street, Bay City, MI 48708

Page 2 of 2

6.	New Business 6.1) Conflict Free Access & Planning Update, C. Pinter 6.2) Expansion of Inpatient Pediatric Psychiatric Beds Update, C. Pinter 6.3) Proposed Waskul Settlement, C. Pinter 6.4) Revised General Fund (GF) Eligibility Plan Update, J. Hahn		6.1) No action necessary 6.2) No action necessary 6.3) No action necessary 6.4) No action necessary
7.	Adjournment	M -	S - pm MA

Minimizing Complexities

Meeting Federal Conflict Free Requirements in Ways That Promote Simplicity and Access to Care



The Michigan Department of Health and Human Services (MDHHS) recently proposed new requirements for individuals seeking mental health services through the public mental health system. While the new requirements would comply more directly with federal Conflict-Free Access and Planning (CFA&P) guidelines, they would create access challenges for those seeking care, service delays and additional costs to providers.

What is Conflict-Free Access and Planning?

CFAP is based on a 2014 federal requirement for Home and Community-Based Services (HCBS), a type of Medicaid service, which attempted to limit perceived conflicts of interest for beneficiaries obtaining HCBS. In Michigan, agencies can have more than one role: access, plan development, and service delivery. If one agency is helping an individual access and plan their services it is key to ensure that a conflict of interest does not exist and that persons served/clients/consumers have a choice of providers. A conflict of interest happens when a professional uses their role to benefit themselves or their employer.

CMHA and our members fully support the intent to limit conflicts, however we believe the proposed “solutions” outlined by MDHHS cause unnecessary disruption and complexity and provide a greater threat than the conflicts they are attempting to prevent.

APPROACH PROPOSED BY MDHHS

Requires you to go to one “provider” for assessment, planning, and case management, and another “provider” to receive services. If you change your service plan, you must go back to the planning “provider.”

MICHIGAN’S CURRENT COMMUNITY MENTAL HEALTH-BASED MODEL

Allows a 1-stop shop for people to do an assessment, planning, case management and receive services.

Concerns with MDHHS Conflict-Free Proposal

1. The MDHHS proposal makes an already complex system more complex: Same day service would be impossible under the separation of functions that MDHHS is proposing. Outreach to persons, school children, homeless, would be seriously hindered by prohibiting the services provider from assessing and building a treatment/services plan with the person in need.
2. Persons served/clients/consumers are concerned with the MDHHS proposal: The comments of persons served (clients/consumers), obtained during the MDHHS listening sessions underscore their concerns with the MDHHS proposal:
 - “I think [separating access/planning from direct service] could be problematic due to a person having to repeat providing their info...”
 - “Having to go from here, to here, to here...to do it when being in a place where I need help would be a lot. It’s a lot to ask one person to go through.”



- “Between the point of access and referral, things get dropped and lost.”
3. The MDHHS proposal is in conflict with state law and other federal requirements:
 - The statutorily required core functions of Michigan’s CMHs.
 - The federally required core functions of Michigan’s Certified Community Behavioral Health Clinics (CCBHC) and Behavioral Health Homes (BHH)

DISADVANTAGES OF MDHHS' PROPOSED APPROACH



Delays
service
delivery



Increases
costs



Increases
administrative
burden



Adds confusion
and barriers for
people served

CMHA-Recommended Process

Rather than add complexity to the system, Michigan can build upon the conflict mitigation approaches that already have the approval of the Federal Government.

There are a number of alternate approaches that Michigan could use to meet the federal Conflict-Free standards. One of those alternate approaches is:

1. Because it is not known until the assessment and Individual Plan of Service (IPOS) are completed, whether the person is in need of Home and Community-Based Services (HCBS), the initial assessment and Plan of Service should be carried out as it is now, by the CMHSP or their designated assessment and planning organization.
2. If HCBS are part of a person's Plan of Service, the person is presented with a list of organizations which provide those HCBS services, from which to choose. The organization carrying out the assessment and Plan of Service cannot be on that list unless that organization is the only organization who can provide that service.



Continue to strengthen the structural conflict mitigation components approved by the Federal Government

- a. Persons facilitating the Person-Centered Planning (PCP) process cannot be providers of any HCBS to those with whom they facilitate PCP processes.
- b. The person facilitating the PCP process or serving as the case manager/supports coordinator for the person served cannot authorize the services contained in the plan for that person.
- c. Neither the persons facilitating the PCP process nor the providers of any HCBS can be the person responsible for the independent HCBS eligibility determination. This latter role is held by MDHHS.

This process is nested in a robust monitoring and contract compliance process.

Accessible, frequent, and readily-available information to persons served regarding the rights outlined above – through the use of:

- (1) A uniform set of hard-copy handouts and electronic messages;
- (2) Notices on the websites of the state's CMHSPs, PIHPs, providers, and MDHHS;
- (3) Social media posts

Continual education, training, supervision, and coaching of CMHSP, PIHP, and provider staff around these rights – efforts led by MDHHS, the state's major advocacy organizations, and CMHA.

The use of contractual powers, corrective action plans, and sanctions, when needed, to ensure that these rights are afforded persons served – via the MDHHS/PIHP contract, the MDHHS/CMHSP contract, and the PIHP/CMHSP contract.



The Community Mental Health Association of Michigan is the state association representing Michigan's public Community Mental Health (CMH) centers, the public Prepaid Inpatient Health Plans (PIHP – public health plans formed and governed by CMH centers) and the private providers within the CMH and PIHP provider networks.

FOR MORE INFORMATION, PLEASE VISIT CMHA.ORG OR CALL 517-347-6848.



CMHAM.org



[/CMHAMich](https://www.facebook.com/CMHAMich)



[@CMHAMich](https://twitter.com/CMHAMich)

BAY COUNTY BOARD OF COMMISSIONERS

JUNE 18, 2024

RESOLUTION

- BY:** BAY COUNTY BOARD OF COMMISSIONERS (6/18/24)
- WHEREAS,** The State of Michigan is required by MCL 330.1116 “...to promote and maintain an adequate and appropriate system of community mental health services programs” (CMHSPs) and “shift primary responsibility for the direct delivery of public mental health services from the state to a community mental health services program...”; and
- WHEREAS,** The State of Michigan is required by MCL 330.1202 to “financially support, in accordance with chapter 3, community mental health services programs that have been established and that are administered according to the provisions of this chapter.”; and
- WHEREAS,** Bay-Arenac Behavioral Health is required by MCL 330.1206 and 1208 to “provide a comprehensive array of services and supports to residents of Bay and Arenac Counties with the most severe forms of mental illness, intellectual/developmental disabilities, and serious emotional disturbances”; and
- WHEREAS,** Nearly 5,000 Bay and Arenac County residents and their families with serious mental illness, intellectual/developmental disabilities, addictive disorders, and children with severe emotional disturbances depend on the public mental health system and its community partners for both acute and long term supports and services;
- WHEREAS,** Bay County supports a CMHSP safety net that carries out its obligations to every citizen by prioritizing and serving persons with the most severe and persistent forms of mental illness, intellectual/developmental disabilities, and addictive disorders in the context of broader public health and safety instead of short term considerations of private gain and profit; and
- WHEREAS,** The Michigan Department of Health and Human Services (MDHHS) is applying Medicaid requirements for Conflict Free Access & Planning for the purpose of re-interpreting this established legislative policy to erroneously imply that in some instances county CMHSPs have a pecuniary conflict of interest for some of the services included in this delivery system; and
- WHEREAS,** CMHSPs are instruments of county government with statutorily defined obligations that mitigate against the likelihood of a pecuniary conflict of interest. These include direct accountability to the community through a public board, open meetings, a guaranteed recipient rights appeal & grievance system, established independent person-centered planning facilitation requirements, and expanding availability of consumer self-determination/self-directed options.
- WHEREAS,** MDHHS has insisted on this position despite the fact that valid concerns have been raised in multiple venues during the last two years including stakeholder meetings, state-wide planning discussions, and the formal Medicaid policy promulgation process; and
- WHEREAS,** The MDHHS position also ignores the comprehensive CMHSP service requirements

under state law, disregards the importance of consumer/family choice of providers, adds unnecessary administrative duplication and expense to the Medicaid program, and will fail to improve care for the residents of Bay County; Therefore, Be It

RESOLVED That Bay County strongly opposes the current MDHHS proposals for Conflict Free Access & Planning and the October 1, 2024 implementation date as it significantly mischaracterizes the mission and public obligations of CMHSPs, creates unnecessary havoc throughout state-wide provider systems, and will have absolutely no benefit to the consumers and families receiving care; Be It Further

RESOLVED, That Bay County respectfully asks the Governor to urge MDHHS to rethink their proposal for the Conflict Free Access & Planning requirements within the context of the 61 year state and county statutory relationship for public mental health services and collaborate with the Michigan Community Mental Health Association to identify pathways for compliance that build on the strengths of the existing CMHSP system; Be It Finally

RESOLVED That a copy of this resolution be provided to Governor Gretchen Whitmer, Senate Majority Leader Winnie Brinks, Speaker of the House Joe Tate, Senator Kristen McDonald-Rivet, Senator Michele Hoyenga, Representative Timothy Beson, Michigan Department of Health and Human Services Director Elizabeth Hertel, the Michigan Association of Counties, and all Michigan counties.

**VAUGHN J. BEGICK, CHAIR
AND BOARD**

Board of Commissioners - County Resolution Opposing Conflict Free Access & Planning (BABH)

MOVED BY COMM. _____

SUPPORTED BY COMM. _____

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
KATHY NIEMIEC				COLLEEN M. MAILLETTE				DENNIS R. POIRIER			
TIM BANASZAK				THOMAS M. HEREK							
VAUGHN J. BEGICK				KAYSEY L. RADTKE							

VOTE TOTALS:

ROLL CALL: YEAS ___ NAYS ___ EXCUSED ___

VOICE: YEAS ___ NAYS ___ EXCUSED ___

DISPOSITION: ADOPTED ___ DEFEATED ___ WITHDRAWN ___

AMENDED ___ CORRECTED ___ REFERRED ___ NO ACTION TAKEN ___

County Resolution Opposing Conflict Free Access & Planning

WHEREAS, The State of Michigan is required by MCL 330.1116 "...to promote and maintain an adequate and appropriate system of community mental health services programs" (CMHSPs) and "shift primary responsibility for the direct delivery of public mental health services from the state to a community mental health services program..."; and

WHEREAS, The State of Michigan is required by MCL 330.1202 to "financially support, in accordance with chapter 3, community mental health services programs that have been established and that are administered according to the provisions of this chapter."; and

WHEREAS, Bay-Arenac Behavioral Health is required by MCL 330.1206 and 1208 to "provide a comprehensive array of services and supports to residents of Bay and Arenac Counties with the most severe forms of mental illness, intellectual/developmental disabilities, and serious emotional disturbances"; and

WHEREAS, nearly 5,000 Bay and Arenac County residents and their families with serious mental illness, intellectual/developmental disabilities, addictive disorders, and children with severe emotional disturbances depend on the public mental health system and its community partners for both acute and long term supports and services;

WHEREAS, Arenac County supports a CMHSP safety net that carries out its obligations to every citizen by prioritizing and serving persons with the most severe and persistent forms of mental illness, intellectual/developmental disabilities, and addictive disorders in the context of broader public health and safety instead of short term considerations of private gain and profit; and

WHEREAS, the Michigan Department of Health and Human Services (MDHHS) is applying Medicaid requirements for Conflict Free Access & Planning for the purpose of re-interpreting this established legislative policy to erroneously imply that in some instances county CMHSPs have a pecuniary conflict of interest for some of the services included in this delivery system; and

WHEREAS, CMHSPs are instruments of county government with statutorily defined obligations that mitigate against the likelihood of a pecuniary conflict of interest. These include direct accountability to the community through a public board, open meetings, a guaranteed recipient rights appeal & grievance system, established independent person-centered planning facilitation requirements, and expanding availability of consumer self-determination/self-directed options.

WHEREAS, MDHHS has insisted on this position despite the fact that valid concerns have been raised in multiple venues during the last two years including stakeholder meetings, state-wide planning discussions, and the formal Medicaid policy promulgation process; and

WHEREAS, the MDHHS position also ignores the comprehensive CMHSP service requirements under state law, disregards the importance of consumer/family choice of providers, adds unnecessary administrative duplication and expense to the Medicaid program, and will fail to improve care for the residents of Arenac County;

THEREFORE BE IT RESOLVED, that Arenac County strongly opposes the current MDHHS proposals for Conflict Free Access & Planning and the October 1, 2024 implementation date as it significantly mischaracterizes the mission and public obligations of CMHSPs, creates unnecessary havoc

throughout state-wide provider systems, and will have absolutely no benefit to the consumers and families receiving care; and

FURTHER BE IT RESOLVED, that Arenac County respectfully asks the Governor to urge MDHHS to rethink their proposal for the Conflict Free Access & Planning requirements within the context of the 61 year state and county statutory relationship for public mental health services and collaborate with the Michigan Community Mental Health Association to identify pathways for compliance that build on the strengths of the existing CMHSP system; and

FINALLY BE IT RESOLVED, that a copy of this resolution be provided to Governor Gretchen Whitmer, Senate Majority Leader Winnie Brinks, Speaker of the House Joe Tate, Senator Michele Hoyenga, Representative Mike Hoadley, Michigan Department of Health and Human Services Director Elizabeth Hertel, the Michigan Association of Counties, and all Michigan counties.

DRAFT

Sara McRae

Subject:

FW: Follow-up to Section 1965(1)(h) of PA 166 of 2022

From: Chris Pinter

Sent: Thursday, April 25, 2024 2:54 PM

To: Rep. Timothy Beson (District 96) <TimothyBeson@house.mi.gov>

Subject: Follow-up to Section 1965(1)(h) of PA 166 of 2022

Representative Beson,

I hope this message finds you well. I believe from our earlier conversations that you were the driving force behind Section 1965(1)(h) of Public Act 166 of 2022 which included the following (*italics added*):

Sec. 1965. (1) From the funds appropriated in part 1 for behavioral health care services and facilities, the department shall allocate \$170,600,000.00 to increase behavioral health service and facility capacity. From the funds allocated in this section, the department must allocate all of the following:

(h) \$5,000,000.00 to create a 1-time grant for capital expenditures for not less than 1 hospital to increase the number of inpatient pediatrics psychiatric beds located in a county with a population between 190,000 and 191,000, or 103,000 and 104,000, according to the most recent federal decennial census.

This is either Saginaw or Bay Counties. We had some initial discussion with McLaren Bay Region in 2023 and they were not interested in increasing any of their inpatient beds for children. McLaren was in the middle of adding geriatric psychiatric beds to the Bay City campus at the time and have since replaced their CEO.

BABHA recognizes the need to have more children's psychiatric beds available in order to reduce demand on families and emergency rooms during a crisis situation. We also have board members that would like to move this important opportunity forward. The difficulty may be convincing McLaren or Health Source Saginaw to expand children's beds to access these grant funds.

BABHA would be interested in partnering with your office to arrange an opportunity to discuss this further with the administration at either hospital to identify a path to expand children's beds in our area. I am sure Saginaw CMH would also support us, particularly if we approached Health Source Saginaw, with whom we both have a strong relationship. We would also be willing to investigate any other possibilities for these funds such as a children's crisis residential or stabilization unit if this would also be an option.

Any guidance that you could offer on this matter would be very much appreciated.

Christopher Pinter
Chief Executive Officer
Bay-Arenac Behavioral Health

Sara McRae

Subject: FW: Notice of Waskul Settlement Agreement on your organization - and opportunity to submit objections
Attachments: MDHHS-WASKUL SETTLEMENT AGREEMENT.pdf

From: Monique Francis <MFrancis@cmham.org>
Sent: Thursday, May 30, 2024 12:06 PM
To: Monique Francis <MFrancis@cmham.org>
Cc: Robert Sheehan <rsheehan@cmham.org>; Charlie Quigg <cquigg@wnj.com>; Marchand, Neil J. <marchandn@millerjohnson.com>; Alan Bolter <ABolter@cmham.org>; cortest@washtenaw.org
Subject: Notice of Waskul Settlement Agreement on your organization - and opportunity to submit objections

WARNING: This message has originated from an **External Source**, please use caution when opening attachments or clicking links.

To: CEOs of CMHs and PIHPs
CC: CMHA Officers; Members of the CMHA Board of Directors and Steering Committee; CMH & PIHP Board Chairpersons
From: Robert Sheehan, CEO, CMH Association of Michigan
Re: Notice of Waskul Settlement Agreement on your organization - and opportunity to submit objections

Earlier today, Belinda Hawks' office sent an email entitled "Waskul Settlement Agreement" The email contained an attachment entitled "MDHHS-Waskul Settlement Agreement," which contained the formal notice from the Court that the Waskul settlement impacts each of our members. The email and attachment are provided below and attached.

Note that this is the legal notice that indicates that:

1. your organization will be impacted by the settlement,
2. outlines the deadline, of July 15, to object to the Waskul settlement.

OPPORTUNITY TO SUBMIT OBJECTIONS: Relative to the second point, above, as discussed in previous emails and discussed at the recent CMHA CEOs Retreat, CMHA will be filing an objection by the July 15 deadline. Note that several other CMHA members are filing their own objections as well.

CMHA asks that, if possible, your organization consider submitting an objective to the settlement by the July 15 due date. The attorney for Washtenaw CMH and CMHA stand ready to assist you if your organization would like to join CMHA and the other CMHA members who are filing objections by the July 15 due date. They can be reached at: Marchand, Neil J. marchandn@millerjohnson.com and Charlie Quigg cquigg@wnj.com .

The Court will hold a hearing on September 23, 2024.

Robert Sheehan
Chief Executive Officer
Community Mental Health Association of Michigan
2nd Floor
507 South Grand Avenue
Lansing, MI 48933
517.374.6848 main
517.237.3142 direct
www.cmham.org



From: Gilpin, Cynthia (DHHS) <gilpinc@michigan.gov>

Sent: Thursday, May 30, 2024 10:20 AM

To: ject: Waskul Settlement Agreement

Sent on Behalf of Belinda Hawks:

Good Morning,

Please see the attached settlement agreement information. Within this packet you will find the L Letter, notice and settlement agreement.

Thank you,

Belinda Hawks, MPA

Director, Division of Adult Home and Community Based Services
Bureau of Specialty Behavioral Health Services
Behavioral and Physical Health and Aging Services Administration
Michigan Department of Health and Human Services
hawksb@michigan.gov

Cindy Gilpin

Division of Adult Home and Community Based Services
Bureau of Specialty Behavioral Health Services
Behavioral and Physical Health and Aging Services Administration
Michigan Department of Health and Human Services
gilpinc@michigan.gov



E-mail Confidentiality Notice: This message, including any attachments, is intended solely for the use of the named recipient(s) and may contain confidential and/or privileged information. Any unauthorized review, use, disclosure or distribution of any confidential and/or privileged information contained in this e-mail is expressly prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy any and all copies of the original message.



STATE OF MICHIGAN

DEPARTMENT OF HEALTH AND HUMAN SERVICES

LANSING

GRETCHEN WHITMER
GOVERNOR

ELIZABETH HERTEL
DIRECTOR

May 29, 2024

Dear Interested Party:

RE: Waskul Settlement Agreement

The purpose of this letter and enclosed documents is to notify the public of the Settlement Agreement and Notice of Proposed Settlement Agreement in the case of *Waskul, et al. v. Washtenaw County Community Mental Health, et al.* Please find the enclosed items below. A copy of the enclosed is available online at the following MDHHS web address <https://www.michigan.gov/mdhhs/keep-mi-healthy/mentalhealth/mentalhealth>.

Sincerely,

A handwritten signature in black ink that reads "Meghan E. Groen".

Meghan E. Groen, Senior Deputy Director
Behavioral and Physical Health and Aging Services Administration
Michigan Department of Health and Human Services

Enclosures

Settlement Agreement
Notice of Proposed Settlement Agreement

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

DEREK WASKUL, *et al.*,

Plaintiffs,

v.

WASHTENAW COUNTY COMMUNITY
MENTAL HEALTH, *et al.*,

Defendants.

No. 2:16-cv-10936-LVP-EAS

Hon. Linda V. Parker

Hon. Elizabeth A. Stafford

**NOTICE OF PROPOSED SETTLEMENT
AGREEMENT AND HEARING**

PLEASE TAKE NOTICE that a proposed Settlement Agreement (the “Agreement”) has been reached between Plaintiffs and the Michigan Department of Health and Human Services (“MDHHS”) and its Director in the above captioned case. The Court will hold a hearing on September 23, 2024 at 10:00 am ET before deciding whether to approve the Agreement.

A copy of the Agreement is on file with the Court (document #300-1) and is posted at <https://www.drmich.org/wp-content/uploads/2023/12/ECF300-1-executed-settlement.pdf>. The Agreement is also available on MDHHS’s website: <https://www.michigan.gov/mdhhs/keep-mi-healthy/mentalhealth/mentalhealth>.

You should read the Agreement in its entirety, as this Notice presents only certain salient features of the Agreement. If there are any discrepancies in the content of this notice and the terms of the Agreement, the terms of the Agreement are controlling.

This Notice is provided to you because your legal rights may be affected. If your legal rights are affected, you may have the right to formally object to the settlement. Anyone may comment on the Agreement to the Court, either favorably or unfavorably. *See procedures for objecting and commenting below.*

WHAT IS THIS CASE ABOUT?

This action, filed in March 2016, alleges that a 2015 change in budgeting procedure for Habilitation Supports Waiver (“HSW”) self-determination (“SD”) Community Living Support (“CLS”) services implemented by the Washtenaw Community Health Organization, a predecessor to Defendant Washtenaw County Community Mental Health (“WCCMH”), caused Plaintiffs to be unable to pay for the staff and other CLS services provided for in their Individual Plans of Service (“IPOSs”). The change and its consequences are asserted to violate various federal laws, the Michigan Mental Health Code, and the HSW itself. Defendants deny these claims.

HOW AND TO WHOM DOES THE AGREEMENT APPLY?

*To Fully Understand The Agreement, You Should Read
The Full Agreement. This Is Only a Summary.*

Contingencies

- The Agreement is subject to certain contingencies (§ D(1)), which will determine the path by which the Agreement will be implemented.
 - If the contingencies are met, the “Minimum Fee Provisions” for HSW CLS SD budgets will take effect, as described below.
 - If the contingencies are *not* met, then the Minimum Fee Provisions will not take effect but certain other provisions (the “Costing Out Provisions”) will govern the HSW CLS SD budget process instead.
- The contingencies that will determine whether the Minimum Fees Provisions or the Costing Out Provisions will take effect are:
 - approval and appropriations by the Michigan Legislature;
 - approval by the federal Medicaid authority, the Centers for Medicare and Medicaid Services; and

- execution of an appropriate contract amendment by Community Mental Health Partnership of Southeast Michigan (“CMHPSM”).
- If these contingencies are met by June 1, 2025 (the “Drop Dead Date”), or an extended Drop Dead Date as laid out in the Agreement, then the Minimum Fee Provisions will take effect. Otherwise the Costing Out Provisions will take effect.

The Minimum Fee Provisions

- If the contingencies (which include appropriations necessary to fund the Minimum Fee Provisions statewide) are met, not only Plaintiffs but *all* SD CLS recipients under the HSW will have their CLS services budgeted and paid for at the the rate of \$31 per service hour. (§ C(2)).
- Subject to the contingencies described above, the HSW statewide rate for Overnight Health, Safety, and Support (“OHSS”) will be 70% of the CLS rate, that is, \$21.70 per service hour.
- Both rates will be adjusted yearly for inflation, and both will be in effect at least until September 2029 (§§ E(6), C(10)).

Costing Out Provisions

- If the minimum rate contingencies are not met by the “Drop Dead Date,” or an extended Drop Dead Date as laid out in the Agreement, then MDHHS shall begin and complete within a certain timeframe the process necessary to amend the Medicaid Provider Manual to reflect the contents of “Attachment C.”
- Attachment C is a “costing out” procedure designed to ensure that each component of the CLS budget (*e.g.*, staff wage, community activities, transportation) is built up separately based on each recipient’s IPOS to create a total, individualized HSW SD CLS rate.

Procedural and Process Relief

- Regardless of whether the settlement is implemented via the “Minimum Fee” provisions or the “Costing Out” provisions, certain procedural relief will start to be implemented 30 days after approval of the Agreement by the Court.

- This procedural relief will include a notification to the Michigan Office of Administrative Hearings and Rules that it is MDHHS policy for Administrative Law Judges to grant effective relief in cases involving budget or service authorization disputes. (§ C(8)).
- The procedural relief also includes clarification of the process of forming IPOSs and their related budgets for certain recipients, including:
 - Clarification of “medical necessity.” (§ C(9)(a) & Attachment B).
 - Requiring discussion during the person-centered-planning process of the various components of CLS services in relation to a beneficiary’s specific needs. (§ C(9)(b)).
 - Protections against Prepaid Inpatient Health Plans (“PIHPs”) or Community Mental Health Service Providers (“CMHSPs”) delegating to fiscal intermediaries the final determination on the amount, scope, and duration of services or any aspect of creating self-determination budgets. (§ C(9)(c)).
 - Requiring CMHPSM to offer recipients the option to self-determine (§ C(7)).
 - Protections against termination of self-determination arrangements. (§§ C(9)(d), C(8)(d)).
 - Requiring PIHPs, or CMHSPs acting on a PIHP’s behalf, to provide notice of budget or service reductions. (§ C(9)(f, g)).

No Provision for Damages

The Agreement does not provide for any monetary damages.

Attorneys’ Fees

Plaintiffs have asserted that by reason of the Agreement, they are “prevailing parties” who are entitled to attorneys’ fees and costs under 42 U.S.C. § 1988 and related statutes. MDHHS has not yet taken a position on the amount or entitlement to fees. Fees and costs will be negotiated separate and apart from the Agreement, and Plaintiffs may file a motion for attorneys’ fees and costs if they are unable to reach an agreement with MDHHS. (§ F(1), (2)).

Plaintiffs have moved to have the Agreement determined to be binding on the Local Defendants (WCCMH and CMHPSM). If that occurs, Plaintiffs will also seek fees from these Defendants.

**POSITION OF THE PLAINTIFFS AND THE STATE
DEFENDANTS REGARDING THE SETTLEMENT**

The Plaintiffs support the Agreement and have moved for its approval, together with certain related relief regarding enforcement of the Agreement against the Local Defendants. The State Defendants (MDHHS and its Director, Elizabeth Hertel) support the motion for approval and take no position on the related relief sought by Plaintiffs. Persons who wish to learn more about the Agreement may reach out to counsel for the Plaintiffs and/or counsel for the State Defendants, who are:

Kyle Williams
Nicholas A. Gable
Simon Zagata
DISABILITY RIGHTS MICHIGAN
Attorneys for Plaintiffs
4095 Legacy Parkway
Lansing, MI 48911-4264
(517) 487-1755
ngable@drmich.org
kwilliams@drmich.org
szagata@drmich.org

Stephanie M. Service
Kathleen A. Halloran
Bryan W. Beach
OFFICE OF THE ATTORNEY GENERAL OF
THE STATE OF MICHIGAN
Health, Education & Family
Services Division
Attorneys for State Defendants
P.O. Box 30758
Lansing, MI 48909
(517) 335-7603
services3@michigan.gov
hallorank1@michigan.gov
beachb@michigan.gov

**POSITION OF THE LOCAL DEFENDANTS
REGARDING THE SETTLEMENT**

The “Local Defendants”—WCCMH and CMHPSM—support the idea of the State providing additional funding to the public behavioral health system and oppose approval of the Agreement for various reasons. They invite persons interested in learning more about their position to reach out to their counsel, who are:

Neil J. Marchand
Robert M. Harding
MILLER, JOHNSON, SNELL &
CUMMISKEY P.L.C.
Counsel for Defendant WCCMH
45 Ottawa St., S.W.
Suite 1100
Grand Rapids, MI 49503
marchandn@millerjohnson.com
hardingr@millerjohnson.com
(616) 831-1700

Margaret T. Debler
Andrew J. Brege
ROSATI SCHULTZ JOPPICH &
AMTSBUECHLER, PC
Counsel for Defendant CMHPSM
27555 Executive Drive
Suite 250
Farmington Hills, MI 48331
mdebler@rsjalaw.com
abrege@rsjalaw.com
(248) 489-4100

WHAT ARE THE NEXT STEPS?

If your legal rights are affected, you may have the right to formally object to the Agreement. Your objection should set forth (1) a detailed description of how you expect the Agreement to affect your interests, and (2) the basis and reasons for the objection.

Anyone may comment on the Agreement to the Court, either favorably or unfavorably.

Any such objection or comment (which must include the case number, 16-10936) must be ***actually delivered to the Clerk's Office***, by hand, by mail, or by overnight delivery, with copies to each of the four sets of counsel identified above, on or before ***July 15, 2024***. Objections or comments should be addressed "Attn: Honorable Linda V. Parker" and delivered to 231 W. Lafayette Blvd., Detroit, MI 48226.

The Local Defendants will file their responses to the Agreement by June 24, 2024. You are encouraged to review the papers on file with the Court and incorporate portions of them by reference. The parties will file supplemental briefs addressing any objections and comments by August 15, 2024.

HEARING

On September 23, 2024 at 10:00 am ET, the Court will hold an in-person hearing in the Courtroom of the Honorable Linda Parker of the United States District Court for the Eastern District of Michigan, Theodore Levin U.S. Courthouse, Courtroom 206,

231 W. Lafayette Blvd., Detroit, MI 48226, to determine whether the Agreement is fair, reasonable, adequate, and in the public interest.

You may attend this hearing. If you filed a formal objection with the Court as described above, the Court may allow you to speak at this hearing.

If you have any questions, please contact one of the counsel listed above.

PLEASE DO NOT CONTACT THE CLERK'S OFFICE

**By Order of the Court
United States District Court
Eastern District of Michigan
May 17, 2024**

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN

Derek Waskul, *et al.*,)
)
Plaintiffs,)
v.) Case No. 16-cv-10936
)
Washtenaw County Community)
Mental Health, *et al.*,)
)
Defendants.)

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by Defendants Michigan Department of Health and Human Services and Elizabeth Hertel, in her official capacity as Director of the Michigan Department of Health and Human Services (hereafter collectively referred to as “DHHS”); and Plaintiffs Derek Waskul (guardian Cynthia Waskul), Cory Schneider (guardians Martha Schneider and Wendy Schneider), Kevin Wiesner (guardian Patrick Wiesner), Hannah Ernst (guardian Susan Ernst), and Washtenaw Association for Community Advocacy (“WACA”) (hereafter “Plaintiffs”).

WITNESSETH:

WHEREAS, on March 15, 2016, and February 11, 2019, Plaintiffs filed their Complaint and Amended Complaint, respectively, in the captioned proceeding (the “Action”) in the United States District Court for the Eastern District of Michigan, and

WHEREAS, the Complaint and Amended Complaint allege a number of violations of state and federal law arising out of the operation of the Habilitation Supports Waiver in Washtenaw County, Michigan, and

WHEREAS, DHHS denies these claims, and,

WHEREAS, the Parties mutually desire to resolve Plaintiffs’ claims against DHHS without the need for further litigation, and without any admission of liability by any party.

NOW, THEREFORE, the Parties hereby enter into this Settlement Agreement to compromise, settle, and resolve all of the claims asserted by Plaintiffs against DHHS on the following terms and conditions:

A. Retention of Jurisdiction; Enforcement; Interim Payments to Plaintiffs Waskul, Wiesner, Schneider, and Ernst

- 1) This Settlement Agreement is subject to approval by the Court, and the terms hereof shall be incorporated in the order of approval.
 - a) The Plaintiffs shall file a Motion for Approval, which may include requests for related relief against WCCMH and CMHPSM, no later than 30 days after execution hereof.
 - b) DHHS shall join in the request for approval but need not join in Plaintiffs' specific arguments or the request for additional relief and may file its own papers in support of approval. The Parties shall coordinate their filings to the extent feasible.
 - c) If the Court does not approve the Settlement Agreement, the Parties shall work in good faith to make modifications to address the Court's concerns, *provided* that no Party is obligated to agree to anything not already agreed-to herein.

d) If the Parties are unable to obtain approval from the Court despite good faith efforts, this Settlement Agreement shall become null and void.

2) ***Stay of Action:***

a) The Parties shall further request that the Action as a whole be stayed pending the Court's approval of this Settlement Agreement, which stay shall continue as between Plaintiffs and DHHS (except as set forth in Section A(4) below) until the Sunset Date set out in Section E(6) below.

b) Following the Merger Date set forth in Section G(1) below, the provisions of Section G shall govern as between the Plaintiffs and DHHS, but Plaintiffs shall be free to seek the lifting of the stay vis-à-vis WCCMH and CMHPSM, so that Plaintiffs may pursue their claims against those Defendants.

3) The Court's order of approval shall specify that the Court retains jurisdiction of this Action for purposes of enforcing this

Settlement Agreement until the Sunset Date described in Section E.

- 4) Enforcement of this Settlement Agreement shall be sought by motion in this Action (to which the stay in Section A(2)(a) shall not apply) and shall be subject to the following procedures:
 - a) No less than 30 days prior to filing any motion related to enforcement of this Settlement Agreement, the moving Party shall notify the non-moving Party of the alleged noncompliance and request a meeting for the purpose of attempting to resolve the alleged noncompliance.
 - b) If the Parties fail to resolve the allegation of noncompliance raised in the informal consultation described in Section A(4)(a), either Party may file a motion with the Court seeking a judicial determination on the issue.
 - c) Motions relating to alleged noncompliance will not seek to hold DHHS in criminal contempt of court.
 - d) Motions relating to alleged noncompliance will not seek to hold DHHS in civil contempt of court except based on

an allegation of DHHS's willful noncompliance with a previous order of enforcement on the same subject matter. If Plaintiffs do bring a motion to hold DHHS in civil contempt of court under the limitations in this Section A(4)(d), the Court may only hold DHHS in civil contempt of court if the Court makes a finding of DHHS's willful noncompliance with a previous order of enforcement on the same subject matter. Nothing in this Section A(4)(d) shall preclude Plaintiffs from seeking attorneys' fees and costs on a motion to enforce, whether under 42 U.S.C. § 1988 or otherwise.

- e) For so long as the Minimum Fee Schedule Provisions hereof are in effect, Plaintiffs shall not bring enforcement actions against DHHS alleging that Plaintiffs' IPOSs need to be "costed out" to create an HSW SD CLS and/or HSW SD OHSS budget, or that a budget created in accordance with Sections C(2) and C(3) is not sufficient to implement the IPOS.

- f) During any time for which DHHS is required by this Settlement Agreement to place the contents of Attachment C in the Medicaid Provider Manual, any enforcement actions brought by Plaintiffs against DHHS related to “costing out” of an HSW SD CLS and/or HSW SD OHSS budget, or the sufficiency of such budget to implement the IPOS, are limited to whether DHHS complied with the requirements in this Settlement Agreement to place the contents of Attachment C in the Medicaid Provider Manual. For the avoidance of doubt, Plaintiffs’ forbearance of enforcement directly against DHHS in this Section A(4)(f) shall not limit the right of Plaintiffs to seek enforcement of Attachment C, including without limitation the costing out and sufficiency provisions thereof, against WCCMH or CMHPSM.
- 5) As soon as practicable after execution of this Settlement Agreement, but no later than 60 days after such execution, and without regard to any of the Contingencies set forth in Section D, DHHS shall cause Plaintiffs Derek Waskul, Kevin

Wiesner, Cory Schneider, and Hannah Ernst to have available going forward, through their Fiscal Intermediaries, funding for their HSW SD CLS and HSW SD OHSS budgets (including such changes in authorized hours as may be effected from time to time) at \$31 per hour for HSW SD CLS and \$21.70 per hour for HSW SD OHSS.

- a) Such funding shall be revocable only in the circumstances described in Sections E(2) and E(5) below or if the Court does not approve this Settlement Agreement, and the funding shall in any event not be subject to recoupment on any basis other than for hours not yet expended.
- b) The interim payments shall be treated as made in partial settlement of disputed claims in this Action and are separate and apart from any other terms of this Settlement Agreement.

B. Definitions

- 1) The Action: Case No. 2:16-cv-10936-PDB-EAS in the United States District Court for the Eastern District of Michigan.

- 2) “Amendment,” or “amend,” in the context of amendments to the contract between DHHS and CMHPSM, includes: (1) amending an existing contract during a fiscal year to include the relevant terms, or (2) executing a new contract or contract renewal in advance of a new fiscal year that includes the relevant terms.
- 3) The Centers for Medicare & Medicaid Services (“CMS”): the agency within the U.S. Department of Health and Human Services that administers the Medicaid program.
- 4) “CLS” means the Community Living Supports service.
- 5) “CLS Self-Determination Minimum Fee Schedule” refers to the minimum fee schedule described herein for HSW SD CLS.
- 6) “CMHSP” is a Community Mental Health Services Program, as that term is defined in M.C.L. 330.1100a(18).
- 7) The Defendants: DHHS (as defined in the preamble); Community Mental Health Partnership of Southeast Michigan (“CMHPSM”); and Washtenaw County Community Mental Health (“WCCMH”).
- 8) The Plaintiffs: as set forth in the preamble.

- 9) The Parties: the Plaintiffs and DHHS. Only the Plaintiffs and DHHS are parties to this Settlement Agreement.
- 10) Habilitation Supports Waiver (“HSW”): the Medicaid program of home-and-community-based services administered by DHHS pursuant to Section 1915(c) of the Social Security Act, the terms of which are in a waiver document filed with and approved by CMS.
 - a) The current Habilitation Supports Waiver expires on September 30, 2024. The terms “Habilitation Supports Waiver” and “HSW” in this Settlement Agreement encompass any renewals or modifications of the current waiver in effect before the Sunset Date (as defined in Section E(6)) unless DHHS demonstrates, on a fact-based motion that shall, as appropriate, be subject to discovery in aid of its resolution, that such renewal or modification fundamentally changes the overall concept of Self-Determination CLS services that are the subject matter of the Action.

- b) DHHS represents that, as of the date this Settlement Agreement is executed, no such fundamental change is contemplated.
- 11) Prepaid Inpatient Health Plans (“PIHPs”): the Prepaid Inpatient Health Plans responsible for managing and paying claims for HSW services and other services pursuant to a managed care contract with DHHS. There are 10 Prepaid Inpatient Health Plans: Community Mental Health Partnership of Southeast Michigan; Detroit Wayne Integrated Health Network; Lakeshore Regional Entity; Macomb County Mental Health Services; Mid-State Health Network; NorthCare Network; Northern Michigan Regional Entity; Oakland Community Health Network; Region 10 PIHP; and Southwest Michigan Behavioral Health.
- 12) HSW Self-Determination Community Living Supports (“HSW SD CLS”): Community Living Supports covered through and defined by the Habilitation Supports Waiver document filed with and approved by CMS and provided via a self-determination arrangement. This term does not include CLS that is

not covered through the Habilitation Supports Waiver, nor does it include CLS covered through the Habilitation Supports Waiver provided via any arrangement other than a self-determination arrangement (for example, an agency arrangement).

- 13) HSW Self-Determination Overnight Health and Safety Supports (“HSW SD OHSS”). Overnight Health and Safety Supports covered through and defined by the Habilitation Supports Waiver document filed with and approved by CMS and provided via a self-determination arrangement. This term does not include OHSS that is not covered through the Habilitation Supports Waiver, nor does it include OHSS covered through the Habilitation Supports Waiver provided via any arrangement other than a self-determination arrangement (for example, an agency arrangement).
- 14) “IPOS” means the Individual Plan of Service.
- 15) The “Minimum Fee Schedule Provisions” of this Settlement Agreement are Sections C(2), C(3), C(5), C(6), and C(10) below.

- 16) “OHSS Self-Determination Minimum Fee Schedule” refers to the minimum fee schedule described herein for HSW SD OHSS.
- 17) “Policy,” when referring to DHHS, means the Medicaid Provider Manual.
- 18) “Self Determination” includes both (1) participant direction of services as described in Appendix E of the HSW, and (2) “self direction” as that term is used in DHHS’s Self-Direction Technical Requirements.

C. Terms

- 1) The Minimum Fee Schedule Provisions are subject to the Contingencies described in Section D(1). DHHS is not required to implement the Minimum Fee Schedule Provisions unless and until all such Contingencies are satisfied.
- 2) Subject to the contingencies described in Section D(1), DHHS shall amend its contract with CMHPSM so that:
 - a) For each HSW SD CLS participant, the self-determination budget created jointly by CMHSPM (or a subcontractor to which CMHPSM delegates this function) and the

participant pursuant to Appendix E of the HSW shall provide for no less than the amounts set forth in the CLS Self-Determination Minimum Fee Schedule (Table 1) below (as adjusted pursuant to Section C(10)) for each authorized unit of HSW SD CLS in the participant's IPOS.

Table 1	
Service code	Unit (.25 hour) rate per participant
H2015	\$7.75
H2015UN (2 participants)	\$3.87
H2015UP (3 participants)	\$2.59
H2015UQ (4 participants)	\$1.94
H2015UR (5 participants)	\$1.56
H2015US (6+ participants)	\$1.10

This means, for example, that if an IPOS provides that the HSW SD CLS participant will receive 100 units per month of one-on-one HSW SD CLS (Service Code H2015, with a unit being a 15-minute increment), the funding in the associated budget for that HSW SD CLS must be equal to or greater than \$775/month (100 units x \$7.75 minimum rate). For the avoidance of doubt, it is

understood and agreed that if an IPOS specifies 2-on-1 (or greater) CLS staffing in certain circumstances, then the budget shall be calculated, and CMHPSM shall pay, separately at the 1-on-1 rate for each staffer associated with the multiple staffing.

- b) CMHPSM shall reimburse to the fiscal intermediary the amount determined by the approved budget (which shall be at least the amount determined by the CLS and OHSS Self-Determination Minimum Fee Schedules) for HSW SD CLS and HSW SD OHSS units, respectively, actually performed during the term of the IPOS. Nothing in this Section C(2)(b) shall prohibit CMHPSM from advancing funds to the fiscal intermediary in anticipation of such actual performance.
- 3) Subject to the contingencies in Section D(1), DHHS shall amend its contract with CMHPSM to require that a minimum fee schedule (the “OHSS Self-Determination Minimum Fee Schedule”) likewise apply to self-directed HSW SD OHSS

services, with the table entries for OHSS in effect from time to time being 70% of those for HSW SD CLS then in effect.

- 4) DHHS shall amend the Medicaid Provider Manual to reflect the content of Attachment A, titled “Costs Included in Community Living Supports Code H2015,” to the extent DHHS determines that it does not already do so.
- 5) Subject to the contingencies in Section D(1), and subject to the adjustments set forth in Section C(10) below, the CLS and OHSS Self-Determination Minimum Fee Schedules and the associated funding for each of them described in Sections C(2), C(3), and C(6), shall be the totality of the funding provided to cover all costs for the HSW SD CLS participant’s HSW SD CLS and HSW SD OHSS (*e.g.*, staff wages, transportation, employer costs, training, and activity fees).
- 6) Subject to the contingencies in Section D(1), DHHS shall increase the actuarially sound capitation rates for CMHPSM to account for the CLS and OHSS Self-Determination Minimum Fee Schedules.

- a) The amount of this capitation rate increase will be at the sole discretion of DHHS, but it will be subject to CMS's annual approval of the amended capitation rates as actuarially sound, as required by federal Medicaid law.
 - b) The requirements of this Section C(6) will be deemed satisfied when CMS approves, as actuarially sound, the capitation rates applicable to CMHPSM.
 - c) In addition, DHHS shall ensure that the actuary employed by or under contract with DHHS to certify annual capitation rates also certifies, at least annually, that the HSW CLS rate cell(s) of DHHS's capitation matrix for CMHPSM are not cross-subsidized by any other rate cell and are "actuarially sound," as that term is defined in 42 C.F. R. § 438.4.
- 7) Subject to the Contingencies described in Section D(2), DHHS shall amend its contract with CMHPSM to require CMHPSM to offer new and existing beneficiaries who receive CLS services under the HSW (other than those previously terminated from self-determination) the choice to self-determine CLS

services. To the extent the Contingencies described in Section D(2) have not been met by September 30, 2025 with respect to this Section C(7), DHHS shall promptly commence, and diligently pursue to completion, the process of adopting such provision as Policy.

- 8) DHHS shall instruct the Michigan Office of Administrative Hearings and Rules (“MOAHR”) that it is DHHS policy that, after the participant has exhausted the participant’s internal appeal to the PIHP/CMHSP consistent with 42 C.F.R. §§ 438.402, 438.408(f):
 - a) Administrative Law Judges (“ALJs”) in Medicaid Fair Hearings have the authority in hearings challenging the CLS and/or OHSS portions of an HSW SD CLS participant’s self-determination budget:
 - i) To review HSW SD CLS participants’ assertions that an insufficient number of units of HSW SD CLS or HSW SD OHSS was authorized and issue orders, as specified in Sections C(8)(b) and C(8)(c) below. For the avoidance of doubt, this includes an assertion by

the HSW SD CLS participant regarding the proper allocation between HSW SD CLS and HSW SD OHSS, as those services are defined in the Medicaid Provider Manual; and

ii) To review the budget attached to an HSW SD CLS participant's IPOS and issue orders, as specified in Sections C(8)(b) and C(8)(c) below.

b) When reviewing the CLS and/or OHSS portions of an HSW SD CLS recipient's self-determination budget, or the number of units of HSW SD CLS or HSW SD OHSS that have been authorized, ALJs have authority to issue an order, if appropriate based on the proofs presented on the record at the hearing, to:

i) reverse the determination and require a specific budget or authorization as described in paragraph (c)(i) below, **or**

ii) reverse the determination and remand to the PIHP/CMHPSM for further evidence or assessment as described in paragraph (c)(ii) below, **or**

iii) affirm the determination as described in paragraph (c)(iii) below.

c) Specifically,

i) If the ALJ concludes that the proofs presented on the record at the hearing establish that the PIHP/CMHSP's decision with respect to the HSW SD CLS and/or HSW SD OHSS portions of an HSW SD CLS participant's self-determination budget and/or the number of authorized units of HSW SD CLS or HSW SD OHSS was inconsistent with medical necessity as set forth in the Medicaid Provider Manual *and* that such proofs establish that a specific budget level or authorization requested by the participant is: (1) medically necessary, (2) otherwise consistent with state and federal law and policy, and (3) necessary to implement the IPOS, then the ALJ shall reverse the determination and direct entry of the specific budget level or number of authorized units of HSW SD CLS or HSW SD OHSS requested by the participant.

- ii) If the ALJ concludes that the proofs presented on the record at the hearing establish that the PIHP/CMHSP's decision with respect to the CLS and/or OHSS portions of an HSW SD CLS participant's self-determination budget and/or the number of authorized units of HSW SD CLS or HSW SD OHSS was inconsistent with medical necessity as set forth in the Medicaid Provider Manual but that such proofs do not establish that a specific budget level or number of authorized units is (1) medically necessary, (2) otherwise consistent with state or federal law and policy, and (3) necessary to implement the IPOS, then the ALJ shall reverse the determination and remand to the PIHP/CMHSP for reconsideration based on the ALJ's findings and order, specifying to the extent reasonably possible the parameters of such reconsideration.
- iii) If the ALJ concludes that the proofs presented on the record at the hearing do not establish that the PIHP/

CMHSP's decision was inconsistent with medical necessity as set forth in the Medicaid Provider Manual or otherwise inconsistent with state or federal law or policy, then the ALJ shall uphold the determination.

- d) ALJs in Medicaid Fair Hearings have the authority to review PIHPs'/CMHSPs' decisions to terminate a self-determination arrangement.
 - i) In such a Medicaid Fair Hearing, if the ALJ determines that the evidence presented on the record at the hearing does not establish that there was good cause to terminate the self-determination arrangement, then the ALJ will reverse the PIHP/CMHSP's decision to terminate the self-determination arrangement and direct the continuation of such arrangement, rather than remand to the PIHP/CMHSP for reconsideration.
 - ii) This Section C(8)(d) shall be implemented as Policy notwithstanding any provision of existing DHHS Policy or guidance stating that termination of self-

determination is not the subject of a Medicaid Fair Hearing.

- e) DHHS shall supply to counsel for Plaintiffs a copy of the instruction to MOAHR required by this Section C(8).
 - f) Notwithstanding such instruction to MOAHR, DHHS may reserve to itself, as opposed to the ALJ, the final decision as to the authorized budget, the service authorization level, or the termination of self-determination arrangements, *provided, however*, that the ultimate determination be made within the timeframe for “final administrative action” as set forth in 42 C.F.R. § 431.244(f).
- 9) DHHS shall:
- a) Amend the Medicaid Provider Manual to reflect the content of Attachment B, to the extent DHHS determines that it does not already do so.
 - b) Amend the Medicaid Provider Manual to require that PIHPs (or CMHSPs acting on their behalf) discuss with the HSW SD CLS participant during the person-centered planning process various components of CLS, such as

transportation, activities, staff wages, employer costs, training time, and similar topics, as well as, if relevant, the amount, scope, and frequency of each such component that may be medically necessary for the participant, as defined by Attachment B.

- c) Amend the Medicaid Provider Manual to require that PIHPs (or CMHSPs acting on their behalf) ensure that the fiscal intermediary does not make a final determination on the amount, scope, or duration of services and that the PIHP (or its CMHSP subcontractor) does not delegate any aspect of creating the budget to fiscal intermediary personnel.
- d) Amend the Medicaid Provider Manual to require a PIHP (or a CMHSP acting on a PIHP's behalf) to notify in writing any HSW SD CLS participant whose self-determination arrangement is at risk of termination that such risk exists.
 - i) The notice shall specify in such detail as is reasonably practicable the issues that have led to the risk of

termination, and shall provide opportunities for meaningful problem solving that involve the HSW SD CLS participant.

- ii) If, notwithstanding the problem-solving efforts, the PIHP (or the CMHSP as its subcontractor) believes that termination is necessary, then it shall issue an **Advance Action Notice**, with appeal rights consistent with those provided in 42 C.F.R. § 438.400 *et seq.*

- e) Subject to the Contingencies described in Section D(2), amend the Contract with CMHPSM to add a new sentence to paragraph 1(Q) (General Requirements in Schedule A – Statement of Work) to read: “c. The Contractor shall comply with any decision issued by an Administrative Law Judge in a Medicaid Fair Hearing.”

- f) Subject to the Contingencies described in Section D(2), amend the contract with CMHPSM to require that, when CMHPSM reduces an HSW SD CLS participant’s self-termination budget at an annual renewal or otherwise,

CMHPSM provide, in writing, a specific justification for the reduction, which shall explain why CMHPSM believes the participant does not need the same amount, duration, and scope of HSW services that the participant was previously assessed to need. To the extent the Contingencies described in Section D(2) have not been met by September 30, 2025 with respect to this Section C(9)(f), DHHS shall promptly commence, and diligently pursue to completion, the process of adopting such provision as Policy. For the avoidance of doubt:

- i) A budget reduction or termination during the term of an IPOS shall be treated as a “reduction, suspension, or termination” for purposes of internal appeal and Fair Hearing rules (including advance Adverse Benefit Determination notice and continuation of benefits, when applicable), and
- ii) A budget reduction or termination at annual renewal shall be treated as a denial of a requested service, but CMHPSM shall, in the absence of exigent

circumstances, provide the written justification required by this Section C(9)(f) as soon as practicable and, in any event, no later than 14 days before the PCP meeting for the renewal.

- g) Subject to the Contingencies described in Section D(2), amend the contract with CMHPSM to require that, when WCCMH does not approve, or approves a limited authorization of, a request for inclusion in the IPOS of: (i) a service, or (ii) one or more specific aspects of the amount, scope, or duration of a service, CMHPSM shall ensure that:
- i) the item is listed in a separate section of the IPOS titled “Requests Not Approved,” and
 - ii) WCCMH provides an adverse benefit determination that briefly but concretely sets forth its reasoning for not approving the request.

This Section C(9)(g) shall apply regardless of whether the non-approval or limited approval takes place during the person-centered planning process or after its

conclusion. To the extent the Contingencies described in Section D(2) have not been met by September 30, 2025 with respect to this Section C(9)(g), DHHS shall promptly commence, and diligently pursue to completion, the process of adopting such provision as Policy.

- 10) Effective for the rates applicable to SFY 2026 (beginning October 1, 2025) and thereafter, the rates in the CLS Self-Determination Minimum Fee Schedule in each fiscal year, if the CLS Self-Determination Minimum Fee Schedule is in effect as required herein, shall be the rate set forth in Table 1 (the “Base Rates”) adjusted by the cumulative percentage change in the nationwide Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period beginning March 31, 2024 and ending on the March 31 preceding the start of the fiscal year in question (that is, the rates for SFY 2027 shall be the Base Rates adjusted by the percentage change in the CPI-W from March 31, 2024 to March 31, 2026), *provided, however,* that the rates in the CLS Self-

Determination Minimum Fee Schedule in any fiscal year, shall not be less than the Base Rates set forth in Table 1. For example:

- If the CPI-W increases by 3 percent from March 31, 2024 to March 31, 2025, the rates applicable for SFY 2026 shall be the Base Rates increased by 3 percent.
- If the CPI-W decreases by 3 percent from March 31, 2024 to March 31, 2025, the rates applicable for SFY 2026 shall be the Base Rates without any adjustment.
- If the CPI-W increases by 5 percent from March 31, 2024 to March 31, 2026, the rates applicable for SFY 2027 shall be the Base Rates increased by 5 percent.

11) ***Providing Non-Binding Guidance***

- a) DHHS shall provide to PIHPs and CMHSPs non-binding guidance containing examples illustrating the operation of the contract and Policy amendments effected hereby that DHHS, in its sole discretion, deems appropriate.

- b) If Attachment C takes effect, then no later than 90 days after it does so, DHHS shall provide to PIHPs and CMH-SPs non-binding guidance containing examples illustrating the operation of Attachment C that DHHS, in its sole discretion, deems appropriate.
- c) DHHS shall consult with counsel for Plaintiffs concerning such non-binding guidance, but the form and content thereof remain in DHHS's sole discretion.

D. Contingencies

- 1) DHHS is required to implement the Minimum Fee Schedule Provisions only if each of the contingencies in Sections D(1)(a) through D(1)(e) below has been met:
 - a) The Michigan legislature appropriates sufficient funds to pay for capitation rate increases to implement the CLS and OHSS Self-Determination Minimum Fee Schedules for HSW SD CLS and HSW SD OHSS, respectively, for all PIHPs statewide. For the avoidance of doubt, this Settlement Agreement only requires DHHS to implement the CLS and OHSS Self-Determination Minimum Fee

Schedules for CMHPSM, if the contingencies in Section D(1) are satisfied, because the Plaintiffs in this Action are served only by CMHPSM and not by any other PIHPs. But DHHS has determined it will not implement the CLS and OHSS Self-Determination Minimum Fee Schedules for CMHPSM unless DHHS is able to implement them consistently statewide. Accordingly, the Minimum Fee Schedule Provisions of this Settlement Agreement are contingent on DHHS securing necessary funding and approvals for statewide implementation.

- b) CMHPSM executes a contract amendment agreeing to the Minimum Fee Schedule Provisions.
- c) CMS approves the contract amendment and capitation rate increases to account for the CLS and OHSS Self-Determination Minimum Fee Schedules for all PIHPs statewide.
- d) CMS approves any amendments to Michigan's Section 1115 demonstration waivers and Michigan's Section 1915(c) Habilitation Supports Waiver that CMS deems

necessary to implement the CLS and OHSS Self-Determination Minimum Fee Schedules for all PIHPs statewide.

- e) CMS issues any other approvals that CMS deems necessary for implementation of the CLS and OHSS Self-Determination Minimum Fee Schedules for all PIHPs statewide, including directed payment approval (*see* 42 C.F.R. § 438.6(c)), if CMS determines that any such approvals are necessary to implement the CLS and OHSS Self-Determination Minimum Fee Schedules for all PIHPs statewide.
- 2) DHHS's requirements to amend its contract with CMHPSM with respect to the non-Minimum Fee Schedule Provisions of this Settlement Agreement are contingent on CMHPSM signing a contract amendment(s) containing the relevant provisions and CMS approving the contract amendment(s).
- 3) DHHS shall request from the Michigan legislature that an appropriation to fund the CLS and OHSS Self-Determination Minimum Fee Schedules be included in the ongoing and base

part of DHHS's budget, rather than included as a one-time appropriation.

- 4) DHHS will provide Plaintiffs an opportunity to comment on DHHS's draft applications to CMS for approval of any applicable state plan amendments, waiver amendments, or state-directed payments required to implement this Settlement Agreement, and DHHS will consider Plaintiffs' comments.

E. Effective Dates; Failure of CLS and OHSS Self-Determination Minimum Fee Schedules to Take Effect; Sunset; Consequences of Failure to Take Effect or Sunset

- 1) All provisions of this Settlement Agreement except the Minimum Fee Schedule Provisions shall become effective 30 days after the Court approves this Settlement Agreement, and all provisions of this Settlement Agreement shall remain in effect thereafter until the Sunset Date described in Section E(6) below, at which point all provisions of this Settlement Agreement shall no longer be enforceable and the obligations herein shall cease to exist, except for the provisions of Section G.
 - a) It is understood that some of the Terms in this Settlement Agreement (for example, contract amendments and

Medicaid Provider Manual modifications) will take DHHS more than 30 days to complete after Court approval. Accordingly, DHHS will not be deemed in violation of this Settlement Agreement so long as it continues to make diligent, good faith efforts to finalize what is required to implement these Terms.

- 2) On the date 10 calendar days after Director Hertel or her successor certifies to Plaintiffs and the Court that all of the Contingencies in Section D(1) have been met:
 - (a) the Minimum Fee Schedule Provisions of this Settlement Agreement shall become operative, and
 - (b) the interim funding for Plaintiffs Derek Waskul, Kevin Wiesner, Cory Schneider, and Hannah Ernst set forth in Section A(5) above shall be terminated and shall be supplanted by such Minimum Fee Schedule Provisions.
- 3) Recognizing that the interim financial relief hereunder will not extend to persons other than the four named individual Plaintiffs, DHHS shall make good faith efforts to satisfy the Contingencies set forth in Section D(1) as promptly as

reasonably practicable given the nature of the Contingencies. If any such Contingencies set forth in Section D(1) have not been met within eighteen (18) months of the date of execution of this Settlement Agreement (the “Drop Dead Date”), and there has not by that time been express written consent of all Parties to an extension of the Drop Dead Date, then the Minimum Fee Schedule Provisions of this Settlement Agreement shall not come into effect. Notwithstanding this Section E(3), if the only uncompleted Contingencies as of the Drop Dead Date are PIHP contract amendments, CMS approvals thereof, and/or CMS approvals of the new capitated rates, then the Drop Dead Date shall be deemed extended by six months as to those uncompleted amendments and approvals only.

- 4) If the Minimum Fee Schedule Provisions of this Settlement Agreement have not come into effect by the date that is 30 days before the Drop Dead Date, DHHS shall at that time begin, and shall complete by 120 days after the Drop Dead Date or, if applicable, the extended Drop Dead Date, the process for making amendments to the Medicaid Provider

Manual that are necessary to reflect the contents of Attachment C.

- 5) Sixty (60) days after the Drop Dead Date, or, if applicable, the extended Drop Dead Date, the obligation of DHHS to make the payments to or on behalf of the individual Plaintiffs as described in Section A(5) above shall expire.
- 6) On September 30, 2029 (“Sunset Date”), all provisions of this Settlement Agreement shall expire, except for Section G.
 - a) In anticipation of such expiration, DHHS shall begin no later than April 1, 2029, and shall complete before June 30, 2029, the process for making amendments to the Medicaid Provider Manual to reflect the content of Attachment C.
 - b) Any motion to enforce DHHS’s obligation to promulgate the amendments described in the foregoing Section E(6)(a) shall not be subject to the informal consultation obligations of Section A(4) above and shall be filed before the Sunset Date. Such motion shall remain within the

Court's jurisdiction, including after the Sunset Date as described in Section E(6)(c)(i) below.

- c) Upon the Sunset Date, excepting only Section G below and Section E(6)(b) above, all provisions of this Settlement Agreement shall no longer be enforceable against DHHS and the obligations of DHHS herein shall cease to exist.
 - i) Upon the later of the Sunset Date or, if a motion is filed pursuant to Section E(6)(b) above then 90 days after the entry of a court order that fully adjudicates such a motion, the Action may, upon motion, be dismissed as against DHHS.
 - ii) Such dismissal as against DHHS shall be with prejudice as to any claims accruing prior to the Sunset Date and without prejudice as to any claims accruing thereafter.
 - iii) Upon such dismissal, the Court's continuing jurisdiction over this Settlement Agreement shall cease.

iv) Neither such dismissal, nor the expiration of DHHS's obligations under this Settlement Agreement, shall by itself effect the modification or vacatur of any Policies, guidance, or other actions implemented by DHHS pursuant hereto, but such Policies, guidance, or other actions shall upon such expiration and dismissal be subject to ordinary regulatory processes of amendment, vacatur, or modification.

F. Attorneys' Fees and Costs

- 1) Attorneys' fees and costs for Plaintiffs' counsel will be negotiated separate and apart from this Settlement Agreement.
- 2) If the Parties cannot agree on attorneys' fees and costs, Plaintiffs may file a motion for attorneys' fees and costs, and DHHS may oppose the motion or the amount of the fees and costs sought.
- 3) Plaintiffs reserve the right to move for attorneys' fees and costs for work performed after this Settlement Agreement is executed, and DHHS reserves the right to oppose such a motion or the amount of the fees and costs sought.

G. Merger of Claims into Settlement Agreement

- 1) Thirty-one (31) days after the date the Court approves this Settlement Agreement (the “Merger Date”), but effective as of the date of such approval, all claims that Plaintiffs brought or could have brought against DHHS in this Action shall be extinguished as separate claims and shall merge into this Settlement Agreement.
- 2) From and after the Merger Date, Plaintiffs shall have no further recourse against DHHS in respect of such merged and extinguished claims except pursuant to the terms hereof.
- 3) The claims compromised, settled, and resolved by this Settlement Agreement, and merged into and extinguished by this Settlement Agreement pursuant to paragraph (1) above, include all claims that were raised in the Complaint or Amended Complaint, and all claims that could have been raised in the Complaint or Amended Complaint, on behalf of all Plaintiffs. As of the Merger Date, in consideration of the commitments contained herein, and the benefits provided or to be provided hereunder, this Settlement Agreement shall

fully resolve, extinguish, and finally and forever bar, and the Plaintiffs hereby give up, all claims described in this Section G.

- 4) The extinguishment of such claims, and/or their merger into this Settlement Agreement, shall be limited to DHHS and shall not preclude claims against any other person or entity, including without limitation WCCMH and/or CMHPSM.
- 5) Nothing herein shall preclude a Plaintiff from asserting in a Fair Hearing that the authorized CLS units are insufficient to meet that Plaintiff's needs.
- 6) Nothing herein shall prevent Plaintiffs from continuing to prosecute the Action against either or both CMHPSM or WCCMH, and nothing herein shall limit the relief Plaintiffs may seek against those Defendants.
- 7) Nothing herein shall preclude a Plaintiff from asserting claims against DHHS that accrue after the Sunset Date in a new lawsuit.

H. Miscellaneous

- 1) This Settlement Agreement may not be changed or amended except by written agreement of the Parties.
- 2) By entering into and complying with this Settlement Agreement, no party makes any concession as to the merits of the case, or of the opposing Party's claims or defenses.
- 3) This Settlement Agreement is a compromise of disputed claims and is not to be construed as an admission of liability on the part of DHHS.

Agreed to on this 1st day of December, 2023.

[Signatures follow]

**ATTACHMENT A:
COMMUNITY LIVING SUPPORTS CODE H2015**

Community Living Supports (CLS) are defined as services that “facilitate an individual’s independence, productivity, and promote community inclusion and participation,” including:

- Assisting, reminding, observing, guiding or training the participant with: meal preparation; laundry; routine, seasonal, and heavy household care and maintenance; Activities of Daily Living (ADLs), such as bathing, eating, dressing, personal hygiene; and shopping for food and other necessities of daily living.
- Assisting, supporting, and/or training the participant with: money management; non-medical care (not requiring nurse or physician intervention); socialization and relationship building; transportation (excluding to and from medical appointments that are the responsibility of Medicaid through MDHHS or health plan) from the participant’s residence to community activities, among community activities, and from community activities back to the participant’s residence; leisure choice and participation in regular community activities; attendance at medical appointments; and acquiring goods and services other than those listed under shopping.
- Reminding, observing, and/or monitoring of medication administration.

See Habilitation Supports Waiver.

Whether a service may be covered as CLS depends on whether it is described in the above definition and is determined through the person-centered planning process to “facilitate an individual’s independence, productivity, and promote community inclusion and participation,” for the particular individual. This basic coverage criteria are fleshed out in the “medical necessity criteria” (see Attachment B), which include services and supports:

- Necessary for screening and assessing the presence of a mental illness, developmental disability or substance use disorder; and/or
- Required to identify and evaluate a mental illness, developmental disability or substance use disorder; and/or
- Intended to treat, ameliorate, diminish or stabilize the symptoms of mental illness, developmental disability or substance use disorder; and/or
- Expected to arrest or delay the progression of a mental illness, developmental disability, or substance use disorder; and/or
- Designed to assist the beneficiary to attain or maintain a sufficient level of functioning in order to achieve his goals of community inclusion and participation, independence, recovery, or productivity.

Costs that may be covered for self-determination CLS (and thus are reimbursed through the CLS unit rate) include, but are not limited to, the following, *if* they are: (1) not already covered by another Medicaid service provided to the participant, (2) medically necessary for a particular CLS participant, as set forth in Attachment B, and (3) related to the participant’s IPOS goals of facilitating independence and productivity or of promoting community inclusion and participation:

- CLS staff compensation (wages, benefits, payroll taxes) for time spent on any activities covered by CLS, including CLS staff time spent on delivering CLS services in the participant's residence, required training, planning meetings, supervision, travel with the participant, and attendance at community activities with the participant.
- Transportation (*i.e.*, mileage) to and from community activities (*not* to and from medical appointments, so long as the transportation costs for those appointments are covered by the State Plan).
- Fees and other charges for a community activity for a CLS participant and for the CLS worker to accompany the participant in the community activity, including, for example, gym fee, movie ticket, theme park admission, meal at a restaurant, fee for bowling, fee for horseback riding.
- Membership fees for organizations that support the identified CLS objectives.

Costs for the following are not covered as CLS under any circumstances:

- Room and board
- Fiscal intermediary services
- Purchase or rental of a vehicle
- In-home entertainment subscription
- Any payments to spouses or parents of minor children or to a legal guardian. Note, however, that payments to a non-guardian parent of an adult, or to a spouse of a legal guardian, *are* permitted so long as they are for work actually performed by that individual.

ATTACHMENT B MEDICAL NECESSITY CRITERIA

This Attachment B is intended to resolve areas where disputes have arisen.

The specific definition of medical necessity and the criteria for determining it are set forth in the current version (in effect on December 1, 2023) of Section 2.5 of the Behavioral Health and Intellectual and Developmental Disability Supports and Services chapter of the Medicaid Provider Manual and include supports, services, and treatments that are:

- Necessary for screening and assessing the presence of a mental illness, developmental disability, or substance use disorder; and/or
- Required to identify and evaluate a mental illness, developmental disability, or substance use disorder; and/or
- Intended to treat, ameliorate, diminish, or stabilize the symptoms of mental illness, developmental disability, or substance use disorder; and/or
- Expected to arrest or delay the progression of a mental illness, developmental disability, or substance use disorder; and/or
- Designed to assist the beneficiary to attain or maintain a sufficient level of functioning in order to achieve his goals of community inclusion and participation, independence, recovery, or productivity.

Medical necessity determinations are made in the person-centered planning process by a combination of assessments by professional(s), with input from the individual and their support system. Medical necessity determinations are made in terms of amount, scope, and duration. The determination of whether a given activity is medically necessary, and whether an alternative would accomplish the same goals, is inherently and always must be a determination specific to the individual.

If a particular activity, put in the IPOS through the person-centered planning process, meets the above definition of medical necessity and the definition of CLS in Attachment A, then it is part of the “scope” of the CLS services. UM will not replace the person-centered planning process. For example, UM review may not remove or change the participant’s goals. It may provide for less costly alternatives that accomplish the same goals.

This does not prohibit a supervisor from changing a goal that the case manager agreed to at the person-centered planning meeting, provided the person-centered planning meeting is re-opened.

ATTACHMENT C

PERSON-CENTERED PLANNING, COSTING OUT, AND PREPARING THE IPOS AND THE BUDGET RELATED TO COMMUNITY LIVING SUPPORTS

Costing Out Procedures

- (1) In accordance with Appendix E of the HSW, both the IPOS and the individual budget are developed in conjunction with one another through the person-centered planning process.
 - (a) The Home and Community Based Services Rule (42 C.F.R. Part 441, Subpart G), Appendix D-1 of the HSW, Michigan Mental Health Code, and Michigan Medicaid Provider Manual provisions implementing Appendix D-1 of the HSW, govern the person-centered-planning process.
 - (b) Both the participant and the PIHP/CMHSP must agree, during the person-centered planning process, to the amounts in the individual budget before the budget is authorized for the participant's use.
 - (c) If the person-centered planning process does not result in an agreed budget, the PIHP/CMHSP shall set the budget and, pending resolution through any internal appeal and Fair Hearing that the participant may pursue, the budget shall be set equal to the immediately preceding budget.
- (2) The IPOS must set forth, in detail and with specificity, the amount, scope, and duration (see Attachments A and B) of the recipient's CLS services. The activities and tasks constituting the "scope" of the services, for example, should be set forth in enough detail for their anticipated individual and cumulative costs to be ascertained.
- (3) The amount of the recipient's CLS budget is determined by costing out the medically necessary services and supports set forth in the IPOS. Specifically:
 - (a) The staff wage component of the budget shall:
 - (i) Consist of staff wages in an amount sufficient to provide the medically necessary services identified in the beneficiary's IPOS but that shall not exceed the staff wage necessary to do so, multiplied by the number of authorized units that staff member is expected to fill; and
 - (ii) Include Worker's Compensation, Unemployment Insurance, and taxes.
 - (b) Considerations for determining an appropriate staff wage may include, but are not limited to, CLS staff wages charged by self-determination providers in the community for similarly-situated CLS recipients; staff wages for the CLS recipient's self-determination providers for other services; staff wages the CLS recipient has previously paid to CLS self-determination staff; staff wages requested by CLS self-determination staff the CLS recipient wishes to hire; staff wages requested by CLS self-determination staff that have responded to job advertisements posted by the CLS recipient; and the CLS recipient's efforts to locate staff at any given staff wage.

- (c) The anticipated costs of the activities and tasks determined to be part of the CLS services' "scope" (as set forth in Attachments A and B) shall be costed out separately.
 - (d) The recipient's anticipated transportation costs related to the CLS activities and tasks in the IPOS are likewise costed out separately, it being understood that staff transportation cost does not include home-to-workplace or workplace-to-home transportation time or expense for the staff member.
- (4) The CLS budget must be sufficient to implement the IPOS.

/s/ Stephanie M. Service

Stephanie M. Service (P73305)

Kathleen A. Halloran (P76453)

Bryan W. Beach (P69681)

Attorneys for the Michigan Department of Health and Human Services and Elizabeth Hertel, in her official capacity

Michigan Department of Attorney General

Health, Education & Family Services Division

P.O. Box 30758

Lansing, MI 48909

(517) 335-7603

ServiceS3@michigan.gov

HalloranK1@michigan.gov

BeachB@michigan.gov

/s/ Meghan E Groen

Meghan Hodge-Groen

Senior Deputy Director,

Behavioral and Physical Health and Aging Services Administration

Michigan Department of Health and Human Services

333 South Grand Avenue

P.O. Box 30195

Lansing, MI 48909

/s/ _____

Edward P. Krugman

NATIONAL CENTER FOR LAW

AND ECONOMIC JUSTICE

Attorneys for Plaintiffs

50 Broadway, Suite 1500

New York, NY 10004-3821

(646) 680-8912

krugman@nclej.org

/s/ _____

Nicholas A. Gable (P79069)

Kyle Williams (P77227)

DISABILITY RIGHTS

MICHIGAN

Attorneys for Plaintiffs

4095 Legacy Pkwy

Lansing, MI 48911-4264

(517) 487-1755

ngable@drmich.org

kwilliams@drmich.org

/s/ Stephanie M. Service

Stephanie M. Service (P73305)
Kathleen A. Halloran (P76453)
Bryan W. Beach (P69681)
Attorneys for the Michigan Department of Health and Human Services and Elizabeth Hertel, in her official capacity
Michigan Department of Attorney General
Health, Education & Family Services Division
P.O. Box 30758
Lansing, MI 48909
(517) 335-7603
ServiceS3@michigan.gov
HalloranK1@michigan.gov
BeachB@michigan.gov

/s/ Meghan Hodge-Groen

Meghan Hodge-Groen
Senior Deputy Director,
Behavioral and Physical Health
and Aging Services Administration
Michigan Department of Health
and Human Services
333 South Grand Avenue
P.O. Box 30195
Lansing, MI 48909

/s/ Edward P. Krugman

Edward P. Krugman
NATIONAL CENTER FOR LAW
AND ECONOMIC JUSTICE
Attorneys for Plaintiffs
50 Broadway, Suite 1500
New York, NY 10004-3821
(646) 680-8912
krugman@nclej.org

/s/ Nicholas A. Gable

Nicholas A. Gable (P79069)
Kyle Williams (P77227)
DISABILITY RIGHTS
MICHIGAN
Attorneys for Plaintiffs
4095 Legacy Pkwy
Lansing, MI 48911-4264
(517) 487-1755
ngable@drmich.org
kwilliams@drmich.org

/s/ *Stephanie M. Service*

**Stephanie M. Service (P73305)
Kathleen A. Halloran (P76453)
Bryan W. Beach (P69681)**
Attorneys for the Michigan Department of Health and Human Services and Elizabeth Hertel, in her official capacity
**Michigan Department of Attorney General
Health, Education & Family Services Division
P.O. Box 30758
Lansing, MI 48909
(517) 335-7603
ServiceS3@michigan.gov
HalloranK1@michigan.gov
BeachB@michigan.gov**

/s/ *Meghan E. Groen*

**Meghan Hodge-Groen
Senior Deputy Director,
Behavioral and Physical Health
and Aging Services Administration**
**Michigan Department of Health
and Human Services
333 South Grand Avenue
P.O. Box 30195
Lansing, MI 48909**

/s/ *Ed Krugman*

**Edward P. Krugman
NATIONAL CENTER FOR LAW
AND ECONOMIC JUSTICE**
Attorneys for Plaintiffs
**50 Broadway, Suite 1500
New York, NY 10004-3821
(646) 680-8912
krugman@nclaj.org**

/s/ *Nicholas A. Gable*

**Nicholas A. Gable (P79069)
Kyle Williams (P77227)**
**DISABILITY RIGHTS
MICHIGAN**
Attorneys for Plaintiffs
**4095 Legacy Pkwy
Lansing, MI 48911-4264
(517) 487-1755
ngable@drmich.org
kwilliams@drmich.org**