



Interoffice Memorandum

AGENDA ITEM

November 16, 2017

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

THRU: George Ralls, M.D., Deputy County Administrator
County Administrator's Office *J. Goodrick*

FROM: Donna Wyche, MS, CAP, Manager
Mental Health and Homeless Issues Division *[Signature]*
Contact: (407) 836-7608

SUBJECT: Youth Mental Health Management Network Consortium Memorandum of Understanding
Consent Agenda – November 28, 2017

In August 2013, Mayor Jacobs convened the Youth Mental Health Commission to examine the children's mental health system of care in Orange County. After meeting for over a year, the commission produced a detailed report on the state of youth mental health services in Orange County and recommendations for system improvement. Their top recommendations focused on simplifying the way families navigate the system and how they access behavioral health services.

Subsequently, a working group, which included Orange County Government, Orange County Public Schools, Department of Juvenile Justice, Department of Children and Families, Heart of Florida United Way, Community Based Care of Central Florida, managed care organizations, and youth and family advocacy groups, among others, was set up to implement these recommendations. The working group (called the "Management Network") agreed that organizations that fund these services would pool resources in order to tie provider funding to the implementation of a "no wrong door" approach to service delivery. In order to ensure each agency's funds are collectively allocated to needed services, we're requesting the approval of the Youth Mental Health Management Network Consortium Memorandum of Understanding.

ACTION REQUESTED: Approval and execution of Memorandum of Understanding between Orange County, Florida; Community Based Care of Central Florida, Inc.; Florida Department of Children and Families; Central Florida Cares Health System, Inc.; Federation of Families of Central Florida, Inc.; Orange County Public Schools; Visionary Vanguard Group, Inc.; Heart of Florida United Way, Inc.; and Florida MHS, Inc. regarding a Youth Mental Health Management Network Consortium. **(Mental Health and Homeless Issues Division)**

Attachment

MEMORANDUM OF UNDERSTANDING

between

ORANGE COUNTY, FLORIDA; COMMUNITY BASED CARE OF CENTRAL FLORIDA, INC.; FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES; CENTRAL FLORIDA CARES HEALTH SYSTEM, INC.; FEDERATION OF FAMILIES OF CENTRAL FLORIDA, INC.; ORANGE COUNTY PUBLIC SCHOOLS; VISIONARY VANGUARD GROUP, INC.; HEART OF FLORIDA UNITED WAY, INC.; AND FLORIDA MHS, INC.

regarding

A YOUTH MENTAL HEALTH MANAGEMENT NETWORK CONSORTIUM

This Memorandum of Understanding (MOU) is entered into this ____ day of _____, 2017, by and between Orange County, Florida, a charter county and a political subdivision of the State of Florida (“County”); Community Based Care of Central Florida, Inc. a Florida not-for-profit corporation (“CBCCF”); Florida Department of Children and Families (“DCF”); Central Florida Cares Health System, Inc., a Florida not-for-profit corporation (“CFCHS”); Federation of Families of Central Florida, Inc., a Florida not-for-profit corporation (“FFCF”); The School Board of Orange County, Florida, a political subdivision of the State of Florida (“OCPS”); Visionary Vanguard Group, Inc., a Florida profit corporation (“VVG”); Heart of Florida United Way, Inc., a Florida not-for-profit corporation (“United Way”); and Florida MHS, Inc., a Florida profit corporation d/b/a Magellan Complete Care of Florida (“Magellan”).

RECITALS:

WHEREAS, on August 26, 2013, as a result of issues surrounding mental health access, the Orange County Mayor convened the Youth Mental Health Commission, which was comprised of representatives from the County, CBCCF, DCF, , CFCHS, FFCF, OCPS, VVG, United Way, and Magellan (collectively referred to as the “Commission”) to address children’s mental health issues in order to create short and long term strategies for improvements and provide assistance and service for a recognized vulnerable population; and

WHEREAS, the Commission established certain working committees addressing system design, finance, public awareness and education, systemic needs assessments, and the impact of

as the “Youth Mental Health System of Care Pilot Project” or “Pilot Project”); and

WHEREAS, the Commission designed the two-year Pilot Project to provide mental health assistance services (“Services”) for eligible individuals living in Orange County, Florida (“Service Area”) between the ages of birth and twenty-four (24) years of age and their respective families (collectively referred to as “Clients”); and

WHEREAS, the members of the Commission have agreed to create this consortium (“Consortium”) for the development of a management network in order to provide certain Pilot Project services for Clients (“Management Network”); and

WHEREAS, the Consortium agrees that the development of the Management Network under this Pilot Project would serve a valid public purpose.

NOW, THEREFORE in consideration of the covenants and conditions herein and for other good and valuable consideration, each to the other, receipt of which is hereby acknowledged by all parties, the parties hereby agree as follows:

Section 1. Preamble Incorporated. The foregoing recitals are true and correct and are incorporated herein as part of this Agreement.

Section 2. Problem Statement and Goals of Consortium.

2.1 Problem Statement. The Pilot Project has been created to address the behavioral health needs of youth, between the ages of 13 and 16, who have had two (2) or more inpatient hospitalizations within a 12-month period, with many of these readmissions having occurred within thirty (30) days of discharge.

2.2 Consortium Goals. The goals of the Consortium shall be to:

- a) Decrease the percentage of re-hospitalizations for the population of focus on the community level.
- b) Increase the level of alignment with “System of Care” values among the Management Network and Consortium approved Service providers (“Preferred Providers”) at the system level.
- c) Increase youth and family functioning, at the individual and family level, across specific domains based on the individual’s needs and strengths of youth and

families.

Section 3. Consortium Membership. Membership in the Consortium shall be divided between those providing funding for the Pilot Project (“Funding Partners”) and those providing technical and subject matter expertise (“General Partners”). The role and responsibility for each Consortium member shall be based upon their respective type of partnership.

Section 4. Roles and Responsibilities.

4.1 Funding Partners. Consortium members electing to serve as a funding partner (“Funding Partner”) agree to comply with and shall be responsible for the following:

a) To collectively approve inclusion of at-large and community stakeholders to the Management Network to serve as General Partners.

b) To collectively approve the final selection of organizations to serve as Preferred Providers within the Consortium’s network (otherwise referred to as the “Preferred Provider Network” or “PPN”).

c) To approve and commit an amount of no less than Fifty-Thousand Dollars (\$50,000.00) per year for the two-year Pilot Project period to be used in the payment of Services made available to Clients (“Funds”). Such Funds shall be provided by each respective Funding Partner for each year by the date agreed upon by the Consortium members. Funds may consist of cash or in-kind commitments. In-kind commitments may be classified as services, property or personnel (collectively referred to as “In-Kind Commitments”). Acceptance of In-Kind Commitments will be considered based on its respective value and necessity in accomplishing the mission of the Pilot Project. Fair Market Value assessment, based upon acceptable property values or established service or personnel rates, will be used to determine the dollar value of In-Kind Commitments. Acceptance of In-Kind Commitments will be determined by the Funding Partners.

Funding Partners failing to provide the committed funding by the chosen date shall forfeit its Funding Partner status.

d) To participate in the oversight of the Management Network, including service provider monitoring and process and system evaluation.

e) To participate in ongoing needs assessments and provide data and

input as related to need and outcomes.

f) To actively ensure that General Partners and Clients concerns and opinions are included, considered, protected, and valued in the planning and implementation of the Management Network under this Pilot Project.

g) To actively ensure that the Pilot Project conforms to the needs of affected families and children, and not exclusively the needs of the funders and/or PPN service providers.

4.2 General Partners. All Consortium members not otherwise providing dedicated funding for the Pilot Project shall be deemed as General Partners. Responsibilities of the General Partners shall be limited to the following:

a) To advise on the selection of organizations to be included in the Preferred Provider Network; however, final determination shall be made by the Funding Partners.

b) To participate in the oversight of the Management Network, including provider monitoring and process and system evaluation.

c) To participate in ongoing needs assessments and provide data and input, as related, to need and outcomes.

d) To actively ensure that the opinions and concerns of the Clients, through the family and youth voice initiative (“Family and Youth Voice”), are included, protected and valued in the planning and implementation of the Management Network.

e) To actively ensure that the Pilot Project conforms to the needs and best interests of affected families and children, and not exclusively to the needs of the Funding Partners and/or PPN service providers.

Section 5. Family and Youth Voice. The “Family and Youth Voice” initiative shall be comprised of certain identified organizations representing the family and youth voice of the Management Network during the Pilot Project period. Family and Youth Voice partners shall include any group, either formal or informal, seeking to provide input on behalf of family and youth affected by the youth mental health system. Members of the Family and Youth Voice, as well as any individual family, youth or caregiver affected by the youth mental health system, will be provided with opportunities to voice their input during any formal meeting of the

Management Network or any Management Network workgroup, as well as ad-hoc and informal settings. Family and Youth Voice members shall also provide the following:

- a) Advisement on selection of organizations to the Preferred Provider Network (“PPN”).
- b) Participation in oversight of the Management Network, including provider monitoring and process and system evaluations.
- c) Participation in ongoing needs assessments and provide data and input as related to actual identified needs and outcomes.

General Partners representing the Family and Youth Voice shall be responsible for collecting outcome data utilizing the Family and Adolescent Needs Assessment (FANS).

Section 6. Data Collection and Sharing.

6.1 Data Collection. Initial data shall be collected to establish a baseline, with additional data being collected at intervals of 30-days, 60-days, and 90-days. Thereafter, data shall continue to be collected on a 90-day interval. Sharing of such data shall be completed through Management Network’s primary electronic data management system (hereinafter referred to as “EDMS”).

6.2 Data Sharing. All of the data sharing associated with the Pilot Project shall be in accordance with the Health Insurance Portability and Accountability Act (“HIPAA”) and the requirements set forth in the Business Associate Agreement, attached hereto and incorporated by reference as Attachment “A” (“BAA”). Each Consortium member shall execute a BAA and shall ensure compliance with the same. In addition to the BAA, Consortium members shall ensure that a Universal Release of Information is executed by a Client’s parent and/or legal guardian which shall be entered into the EDMS. Orange County shall maintain responsibility for management of the EDMS until, or unless, otherwise agreed to by the Consortium members.

6.3 EDMS Administration and Training.

- a) Orange County, as a Funding Partner, agrees to designate a representative to serve as system administrator of the EDMS (“System Administrator”) for a period of no less than the Pilot Project. The System Administrator shall have the authority to create or terminate Consortium member user access, and define permissions by particular users

within the EDMS system.

b) Official training shall be provided to various Management Network partners based on purpose and need. Training may be available through classroom training, training videos, on-demand webinars, or other means as deemed appropriate.

c) System Administrator shall be responsible for oversight of training received by new EDMS users. Training requirements may be accomplished directly through the System Administrator or as otherwise deemed appropriate.

d) The System Administrator shall ensure that each Consortium member executes an EDMS system agreement prior to any training or use of the EDMS system by the Consortium member or their respective representative(s).

Section 7. PPN Service Provider Selection Process. The Consortium members shall determine which providers shall be approved to be included in the PPN. Only those Consortium members serving as Funding Partners shall be included in making the final determination of which providers will be included as part of the PPN.

Section 8. Allocation of Costs and Managing Partner.

8.1 Allocation of Costs. All costs associated with the Client services provided under the Pilot Project, and not otherwise covered under a governmental or other third-party provider, shall be paid for through the yearly financial commitments of the Funding Partners (collectively referred to as “Project Funds” or “Funds”), in accordance with an agreed upon budget. Funding Partners shall establish a budget for anticipated services to be provided for each respective Client (“Budget”). In the event any of the Funds allocated for Services in the Budget for a particular Client are not required or otherwise utilized for Services under the Pilot Project, such Funds shall be held in reserve by the Consortium and used for providing Services for other Clients.

8.2 Managing Partner. The Consortium members shall select one Funding Partner to serve as the managing partner (“Managing Partner”). The designated Managing Partner agrees to comply with and shall be responsible for the following:

a) Serve as the Managing Partner for the time determined by the Consortium.

b) Collect those Funds committed by each respective Funding Partner by

the date determined by the Consortium.

c) The Managing Partner shall deposit all Funds collected in an account held in a Qualified Public Depository, as defined in Chapter 280, Florida Statutes.

d) All Funds shall be maintained separate and apart from all other funds and accounts of the respective Managing Partner ("Funds Account"). The Managing Partner agrees to not commingle any of the Funds collected under the Memorandum with any other funds or accounts of the Managing Partner.

e) Managing Partner shall maintain financial books and records relating to the Funds Account all of which shall be made available for inspection and audit purposes upon request by any Funding Partner, or their designee. Managing Partner shall provide quarterly reports to the Consortium outlining the collection and disbursement of Funds.

f) Managing Partner shall be responsible for entering into an agreement for services ("Service Agreement") and Business Associate Agreement, if applicable with all PPN service providers. No Client services, contemplated under this Memorandum, without the required Service Agreement having been executed. Funding Partners shall be provided an opportunity to review and approve any proposed PPN Service Agreement prior to its use by the Managing Partner. Managing Partner shall retain copies of all Service Agreements and Business Associate Agreements executed between the Managing Partner and respective PPN service providers and shall make copies of all such agreements available to Consortium members upon request.

g) Managing Partner shall be responsible for receiving and reviewing all invoices or requests for payment received by PPN service providers. Managing Partner shall ensure that all invoices are complete and any necessary supporting documentation is provided prior to issuing payment. Payment for all PPN services provider invoices or requests for payment shall be in accordance with the respective Client Budget. Managing Partner shall not provide payment to any PPN service providers which would exceed the established Budget amount without first obtaining approval from the Funding Partners.

Section 9. Staff and Services Contribution. Each Consortium member agrees to designate, by name or title, a representative for single-point communication with the Consortium. Consortium members acknowledge and agree that no staff position shall be dedicated to the administration of the Management Network until such time as adequate funding for such a position is secured; however, this shall not relieve any Consortium member from full participation in the Pilot Project.

Section 10. Data Collection and Meeting Participation. Each Consortium member agrees to assist in the collection of data necessary to evaluate the Pilot Project and the respective Clients served. Consortium members further agree to attend, through its designated representative, all meetings or telephone conferences held by the Consortium with regard to the Management Network and the Pilot Project. Consortium meetings shall be governed in accordance with a Consortium member approved process.

Section 11. No Withdrawal. No Consortium member serving as a Funding Partner may cease its participation in this Agreement during the year for which funding has been committed. Modification of partnership by Consortium members shall not relieve any Funding Partner of its responsibility of providing those funds already committed.

Section 12. Notices. Any notices required or allowed to be delivered hereunder shall be in writing and may be: (a) hand delivered; (b) sent by recognized overnight courier; or (c) mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope, and addressed to a party at the address set forth below.

As to County:

Orange County, Florida
Attn: Manager, Mental Health and Homeless
Orange County Health Services Department
2002A E. Michigan St.
Orlando, Fl. 32806

With a copy to:

Orange County, Florida
Attn: Orange County Administrator
P.O. Box 1393
Orlando, Florida 32802

As to CBCCF:

Community Based Care of Central Florida, Inc.
4001 Pelee Street, Suite 200
Orlando, Florida 32817
Attn: (insert individual or title)

With a copy to:

As to DCF:

Florida Department of Children and Families
400 West Robinson Street, Suite 1129
Orlando, Florida 32801
Attn: William D' Aiuto, Regional Managing Director

With a copy to:

As to CFCHS:

Central Florida Cares Health System, Inc.
707 Mendham Blvd., Suite 201
Orlando, Florida 32825
Attn: Maria Bledsoe, Chief Executive Officer

With a copy to:

As to FFCF:

Federation of Families of Central Florida, Inc.
1515 S Orlando Avenue
Suite C
Maitland, Florida 32751
Attn: Muriel Jones, Executive Director

With a copy to: Board Chair

Federation of Families of Central Florida, Inc.
1515 S Orlando Avenue
Suite C
Maitland, Florida 32751

As to OCPS:

Orange County Public Schools
445 West Amelia Street
Orlando, Florida 32801
Attn: Dr. Maria Vazquez, Chief Academic Officer

With a copy to:

As to VVG:

Visionary Vanguard Group, Inc.
1221 West Colonial Drive, Suite 202
Orlando, Florida 32804
Attn: Dr. Stephan Brown, Chief Executive Officer

With a copy to:

As to United Way:

Heart of Florida United Way, Inc.
1940 Traylor Blvd.
Orlando, Florida 32804
Attn: (insert name or title)

With a copy to:

As to Magellan:

Magellan Complete Care
7600 NW 19th St, Suite 600
Miami, Florida 33126
Attn: Greg Lueck, Chief Operating Officer

Section 13. Dissolving of Consortium. The consortium shall remain in existence for the two-year period of the Pilot Project, unless otherwise dissolved by the Consortium members. Dissolving of the consortium prior to the end of the Pilot Project shall require a majority vote by the Funding Partners.

Section 14. Entire Agreement. This MOU, including attachments, contains the entire agreement between the parties regarding the youth mental health management network consortium. No promises, representations, warranties or covenants not included herein has been or shall be relied upon by any party of this MOU. Any modifications, additions or amendments hereto must be in writing and signed by all parties.

Section 15. Recording. This MOU shall be recorded in the public records of Orange County, Florida.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the dates indicated below.



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Teresa Jacobs*

Teresa Jacobs

Orange County Mayor

Date: 11-28-17

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Kelli Smith*
Deputy Clerk

**Community Based Care of Central Florida,
Inc.**

By: *Michael Bryant*

Name: Michael Bryant

Title: Chief Operating Officer

Date: 8-16-17

**Florida Department of Children and
Families**

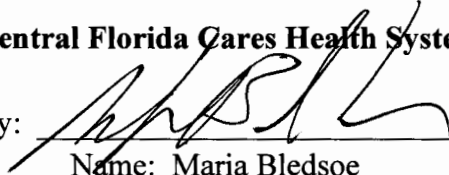
By: *William D' Aiuto*

Name: William D' Aiuto,

Title: Regional Managing Director


Date: 8-18-17

Central Florida Cares Health System, Inc.

By: 
Name: Maria Bledsoe
Title: Chief Executive Officer

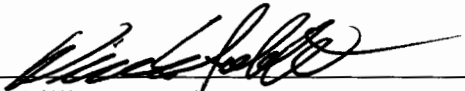
Date: 9/1/2017

Federation of Families of Central Florida, Inc.

By: 
Name: Muriel Jones
Title: Executive Director


Date: 8/15/17

The School Board of Orange County, Florida

By: 
Name: William E. Sublette
Title: Chairman


Date: 9/22/17

ATTEST:

By: 
Name: Barbara M. Jenkins, Ed. D.
Title: Superintendent

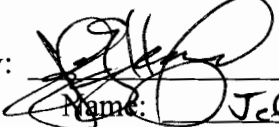
Date: 9/20/2017

Visionary Vanguard Group, Inc.

By: 
Name: Dr. Stephan Brown
Title: Chief Executive Officer

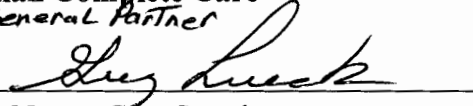
Date: 8/30/17

Heart of Florida United Way, Inc.

By: 
Name: Jeffery J. Hayward
Title: President & CEO

Date: September 6, 2017

Magellan Complete Care
General Partner

By: 
Name: Greg Lueck
Title: Chief Operating Officer

Date: 8/23/2017