MEMORANDUM OF UNDERSTANDING NUMBER: MOU17-99307

Between

THE STATE OF MICHIGAN
MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES-
MICHIGAN REHABILITATION SERVICES

And

AGENCY/ENTITY	PRIMARY CONTACT	
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MEMORANDUM OF UNDERSTANDING SUMMARY		
DESCRIPTION OF PURPOSE	The Michigan Dept of Health and Human Services / Behavioral Health and Developmental Disabilities Administration (MDHHS/BHDDA) and the Michigan Dept of Health and Human Services / Michigan Rehabilitation Services (MDHHS/MRS) enter into this agreement to facilitate competitive integrated employment, including supported employment outcomes, for people with disabilities jointly served by local offices working on behalf of both organizations. This agreement serves to facilitate the coordination of supported employment services including extended services and addresses how collaboration with the State Medicaid Program will promote the achievement of competitive integrated employment outcomes.	
BEGIN DATE	END DATE	
09/01/2017	09/30/2020	

Michigan Department of Health and Human Services – Behavioral Health and Developmental Disabilities Administration

Lynda M. Zeller
Signature of Director or Authorized Designee

Lynda M. Zeller Deputy Director
Print Name/Title

11-9-17
Date

Michigan Department of Health and Human Services – Michigan Rehabilitation Services

Suzanne Howell
Signature of Director or Authorized Designee

Suzanne Howell, DIRECTOR
Print Name, Title

11-9-2017
Date

Michigan Department of Health and Human Services

Jeanette Hensler
Signature of Director or Authorized Designee
Jeanette Hensler, Director Grants Division,
Bureau of Grants and Purchasing
Print Name, Title

11/9/2017
Date

Memorandum of Understanding Number: MOU17-99307

This Memorandum of Understanding (MOU) establishes the responsibilities, procedures and definitions of agreement language (item m.) for the Michigan Department of Health and Human Services –Michigan Rehabilitation Services (MRS), and the MDHHS Behavioral Health and Developmental Disabilities Administration (BHDDA) for the purpose described below.

1. **Purpose**

In response to Workforce Innovation and Opportunity Act (WIOA) requirements, the BHDDA and MRS enter into this agreement for the purpose of increasing individual competitive integrated employment outcomes (including supported and customized) for people with disabilities including those with the most significant disabilities jointly served by both organizations. This agreement strives to clarify and facilitate the coordination of services and resources to support competitive integrated employment outcomes in a seamless and non-duplicative manner.

BHDDA currently faces potentially significant changes in legislation and policy within the next two years. These include likely approval by Centers for Medicare and Medicaid Services (CMS) of Michigan's 1115 Waiver, as well as continued implementation of CMS' Home and Community-based Services Rule. BHDDA sees this agreement as a bridge to strengthen joint relationships and understanding as it awaits bolstered language in its Medicaid Provider Manual and potentially in contracts through regional Pre-Paid Inpatient Health Plans (PIHPs). BHDDA contracts with PIHPs, who in turn contract with local Community Mental Health Services Programs (CMHSP). This agreement is made based on current BHDDA policy, its current Medicaid Provider Manual, and its current contracts with PIHPs and CMHSPs, and is intended to guide local efforts whether at the PIHP or CMHSP level. The increased focus to individual competitive integrated employment outlined in this document is not intended to disallow other levels of employment related entitlements provided to eligible individuals by the behavioral health field in the Medicaid Provider Manual.

2. **Period of Agreement**

This IA is effective from September 1, 2017, through September 30, 2020.

3. **Work Statement of Each Party**

BHDDA operates under the Michigan Mental Health Code, Act 258 of 1974, as amended. BHDDA contracts with regional PIHPs to provide oversight to the delivery of Medicaid and Healthy Michigan Plan specialty behavioral health supports and services for individuals eligible as adults with serious mental illness, children with serious emotional disturbance, people with intellectual disabilities, developmental disabilities, and people with substance use disorders. PIHPs contract with CMHSPs and other providers to provide the entitled Medicaid and Healthy Michigan Plan benefits. Per the Michigan Mental Health Code, CMHSPs have sole local control over the use of general fund resources. From here forward in this document, this system structure will be referred to as "contracted provider network."

MRS operates under the 2014 Workforce Innovation and Opportunity Act (WIOA) and is responsible for the provision of vocational rehabilitation services as directed by WIOA as the act is implemented. The mission of MRS is to partner with eligible individuals and employers to achieve quality competitive integrated employment outcomes and independence for individuals with disabilities.

a. **Roles and Responsibilities**

i. BHDDA agrees to require use of Medicaid funding by the contracted provider network to:
   1. Promote individual competitive integrated employment as a valuable and viable option, and ensure individuals with interest in, or desire to pursue, competitive integrated employment have this goal recorded in their Individual Plan of Service (IPOS);

2. Refer individuals to MRS that want to pursue competitive integrated employment when it is anticipated that the individuals need MRS to obtain individual competitive integrated employment;
3. With appropriate signed release of information, provide existing documentation and referral recommendations to MRS to assist in the MRS eligibility process;
   a. Provide to the extent needed by each individual, and to support the individual competitive integrated employment goal in the IPOS, long-term follow-along services (MRS calls these services "extended services") for contracted provider network eligible individuals to maintain individual competitive integrated employment;
   b. Provide and share available aggregate employment service and outcome aggregate data on at least an annual basis;
   c. Collaborate to ensure maximization of the contracted provider network, to contribute to ensuring seamless supports for individuals jointly served; and
   d. Collaborate to promote and support the use of emerging, promising, best and evidence-based employment practices and models to increase individual competitive integrated employment outcomes by the contracted provider network in order to increase successful outcomes.

ii. MRS agrees to:
1. Consider recommendations of the contracted provider network case managers/employment specialist team as applicable or subcontracted provider(s) regarding the needs of individuals that they refer;
2. Assess existing referral documentation and as necessary provide, purchase, obtain or arrange for additional disability documentation, assessment and evaluations;
3. Presume every referred individual's ability to benefit from MRS services in terms of achieving an individual competitive integrated employment outcome, consistent with federal requirements;
4. In coordination with the contracted provider network and the individual plan of service (IPOS), MRS will provide, coordinate, or purchase individualized vocational rehabilitation services to eligible MRS customers as identified in their Individualized Plan for Employment (IPE);
5. Develop and monitor performance objectives for MRS district offices to measure individual competitive integrated employment outcomes of individuals jointly served including supported employment outcomes;
6. Provide and share available aggregate employment service and outcome aggregate data on at least an annual basis;
7. Collaborate to ensure maximization of the contracted provider network, to contribute to ensuring seamless supports for individuals jointly served; and
8. Collaborate to promote and support the use of emerging, promising, best and evidence-based employment practices and models to increase individual competitive integrated employment outcomes by the contracted provider network in order to increase successful outcomes.

b. **Referral Processes**

An efficient and coordinated referral process of individuals between the two agencies will be provided that is consistent with each agency policy. BHDDA and MRS commit to jointly developing and issuing guidance for MRS local offices and the contracted provider network that offers recommendations and effective approaches for ensuring efficient and coordinated referral processes between both agencies in local communities. The development and coordination of a local referral process is encouraged. This is to promote a positive customer experience through greater efficiency and easier access to services.

Contracted provider networks are encouraged to refer consumers that desire individual competitive integrated employment to MRS. MRS provides an orientation to the MRS program that can be individualized to meet the needs of a specific individual. Once the individual chooses to become an applicant, the MRS application process is initiated.

MRS customers that desire specialty behavioral health services may contact the local contracted provider network Access System by phone or visit their local contracted provider network where they will be directed to the Access System. BHDDA requires contracted provider networks to conduct active outreach efforts in their communities to assure that those in need of mental health services are aware of service entry options and encouraged to make contact.

When an individual is referred to either agency, the referring agency can assist with the referral and eligibility process by providing available disability-related information. Doing so will increase the efficiency of the referral and eligibility process. Both agencies value utilization of existing customer information. A consumer/customer or their legal guardian must provide written informed consent for documentation to be shared.

c. **Confidentiality**

BHDDA and MRS will adhere to all respective policies and legal requirements regarding confidentiality and agree to promote practices that are compliant with each agency's policies, practices, and procedures. Contracted provider networks and MRS must obtain written informed consent from the customer (or their legal guardian, if one is appointed) before releasing information verbally or on record with the other agency. BHDDA, through contracts with contracted provider networks, and MRS assure that confidentiality of personally identifiable information is maintained during all aggregate data collection, storage, and destruction steps. Aggregate information, which does not directly or indirectly identify specific individuals, may be shared.

d. **Eligibility**

Each agency will determine customer eligibility using their own eligibility criteria. Eligibility in one agency does not presume eligibility in the other.

BHDDA oversees the delivery of services for individuals with disabilities including those with the most significant disabilities, giving priority to those with the most serious forms of mental illness or disability, who are also those typically eligible for supported employment services, and those in urgent and emergent situations. Once the needs of these individuals have been addressed, BHDDA requires that other eligible individuals with a qualifying mental illness or disability as found in the most recent Diagnostic and Statistical Manual of Mental Health Disorders (DSM), will be served based on medical necessity, agency priorities and available funding.

Individuals are eligible for MRS if they have a physical or mental impairment that results in a substantial impediment to employment and if they require MRS services to prepare for, secure, retain or regain employment consistent with their unique strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice. Applicants who have been determined to have a disability under the SSDI (Title II) and/or SSI (Title XVI) program of the Social Security Act are presumed to be eligible for MRS services provided they intend to achieve an individual competitive integrated employment outcome. Such individuals will be expeditiously found eligible striving to complete within 60 days of application. Such action is dependent on the contract provider network assuring long-term follow-along support services.

e. **Collaborative Employment Planning**

i. BHDDA and MRS value individual competitive integrated employment as the most effective means to achieve independence, community integration and self-sufficiency. Individual competitive integrated employment may be full or part-time, in which the individual is paid at or above minimum wage but not less than the customary wage and level of benefits for all workers as further defined by the Workforce Innovation and Opportunity Act.

ii. Using a person-centered approach, contracted provider networks develop an Individual Plan of Service

(IPOS) at least annually. All individuals are afforded the opportunity to pursue individual competitive integrated employment. Each time a pre-planning meeting is held to prepare for a person's plan of service; an individual's options for work are explored and are documented. When an individual is interested in pursuing individual competitive integrated employment, such interest and goal is documented in the individual's IPOS. Then each contracted provider network refers the person to the designated employment team as applicable to determine needed employment services. The contracted provider network and/or employment team also most often help the person seek MRS services as applicable.

iii. MRS reviews existing documentation, conducts a comprehensive assessment of rehabilitation needs when required and if needed, may purchase, coordinate or provide a variety of evaluations to fully consider an individual's strengths, resources, priorities, concerns, abilities, and capabilities, taking into account the individual's interests and informed choice. An Individualized Plan for Employment (IPE) is then developed that specifies the job goal and the supports and services necessary to achieve the goal.

iv. When contracted provider networks and MRS are working optimally on behalf of joint customers, MRS builds upon meaningful employment planning, documentation, and work history that a contracted provider network has available regarding a joint customer. Doing so promotes the most efficient and expeditious process for the customer to achieve individual competitive integrated employment based on the person's skills and interests. The contracted provider network case manager or "employment specialist" and the MRS counselor can work collaboratively and MRS may, if needed, purchase, coordinate or provide additional evaluations for the customer and counselor to develop the IPE.

f. **Employment Models/Strategies**

A contracted provider network agency and local MRS District office may agree to jointly implement a specific employment model or strategy such as Supported Employment, Individual Placement and Supports (IPS), Customized Employment, Person-Centered Planning or Motivational Interviewing to facilitate the employment of joint customers. When local communities jointly agree to implement specific models or strategies, these approaches can be jointly funded by both partners through typical funding streams or may be supported by an ICTA agreement, other agreement, or funding options if an Interagency Cash Transfer Agreement (ICTA) is not viable at the time. When specific models or strategies are agreed upon and utilized, all MRS and BHDDA Medicaid required policies still apply.

g. **Supported Employment Services Including Customized Employment**

Before spending supported employment dollars, or when the customer and MRS counselor write an IPE that includes Supported Employment Services, MRS has the responsibility to identify the source or the anticipated source of long-term follow-along services/extended services in the IPE. The source of long-term follow-along services/extended services may be an agency or organization other than MRS such as through the publicly funded network, natural/family supports, or the employer.

Once an individual begins employment, MRS may provide supported employment services for up to 24 months or until employment is stabilized. Services are delivered as delineated in the Individualized Plan for Employment. Youth with disabilities may receive up to four years of extended services provided by MRS until the student reaches the age of 25 or such services are available through another provider of extended services.

Upon stabilization in competitive integrated supported employment, the MRS Counselor will communicate with the customer and the extended service provider to coordinate that the transition to the extended service provider is successful. When this transition is to a contracted provider network, the local contracted provider network will determine the type, amount, frequency and duration of the service(s) that the individual needs to maintain individual competitive integrated employment. It is expected that at the point of transition from MRS-funded Supported Employment to long-term follow along services provided by the contracted provider

network, the contracted provider network will consider MRS recommendations regarding the type and amount of long-term follow-along services/extended services needed.

BHDDA requires that when MRS and a local contracted provider network have a common customer who, with assistance from MRS, has achieved stabilization in individual competitive integrated employment, including supported employment, the contracted provider network will provide individualized long-term follow-along services/extended services and will include the long-term follow-along services/extended services in the Individual Plan of Service (IPOS) at the point they are first needed and as long as they may be needed, as determined by the individual in consultation with the contracted provider network. Consistent with best practice, the amount of long-term follow along services/extended services needed is expected to decline over time until a maintenance level is reached (or the person makes an informed choice not to have a maintenance level of service included in the IPOS). The long-term follow-along services/extended services will be provided as long as the:

i. Person remains eligible;
ii. Person needs and/or requests such services;
iii. Services are:

1. Individualized; and
2. Community-based, taking place in integrated work settings; and
3. For beneficiaries with severe disabilities who require ongoing intensive supports to maintain competitive integrated employment such as a job coach, employment specialist, or personal assistant; or

iv. For beneficiaries who require intermittent or diminishing amounts of supports to maintain individual competitive integrated employment from a job coach, employment specialist or personal assistant.

MRS will identify above long-term follow-along services/extended services provider in the individual's IPE.

h. **Students with Disabilities in Secondary Education**

As applicable, BHDDA and MRS ensure the provision of employment services to Students with Disabilities in secondary education while not duplicating or supplanting services provided by the school system.

MRS has counselors assigned to secondary schools in each school district and has processes in place to provide vocational rehabilitation services to students seeking competitive integrated employment. MRS has a specific requirement to provide Pre-Employment Transition Services to all students with disabilities that need such services. Pre-employment Transition Services can be provided prior to application, in application, eligibility or IPE status. Individualized vocational rehabilitation services including supported employment services may be provided to eligible students with disabilities in secondary education.

BHDDA requires early informational outreach efforts by contracted provider networks for youth by age 16 within local school districts to best assure the student transitions to competitive integrated employment, including supported employment, and has, as needed, long term follow-along supports to maintain this employment.

i. **Coordination of Resources**

Achieving individual competitive integrated employment outcomes for individuals with disabilities including those with the most significant disabilities requires coordination of services, maximization of resources, braided funding and resource sharing. BHDDA and MRS have options available to braid and maximize resources and services for joint customers served under this agreement.

i. MRS Supported Employment Funds (Title VI b) are limited to Supported Employment Services provided after an IPE has been developed and a competitive integrated employment opportunity has been secured. An IPE may include services, funded by general dollars, to assist a customer to obtain competitive integrated employment, and Supported Employment Services to stabilize the customer in that employment funded using Title VI b funds.
i. Medicaid resources may be utilized by the local contracted provider network consistent with Medicaid Guidelines.
ii. Interagency Cash Transfer Agreements (ICTAs) may be established that use non-federal dollars as contribution for the purpose of capturing additional federal vocational rehabilitation funds to expand and enhance vocational rehabilitation services to individuals with disabilities.
iii. Third Party Cooperative Arrangements (TPCAs) are agreements where cooperating agency staff have been redirected to provide direct vocational rehabilitation services pursuant to the TPCA. Based on the time spent providing vocational rehabilitation services, the allocable portion of the cooperating agency staff's salary may be certified for use as non-federal share to capture federal matching funds.
    1. Private Contributions are funds received by MRS from private individuals or organizations. These funds may be used by MRS as non-federal share to capture federal matching funds. Contracted provider networks may also receive donations and gifts from private individuals or organizations that they may utilize to increase individual competitive integrated employment supports they provide.

BHDDA will *encourage* CMHSPs to work with local public agencies and MRS to develop three-way local agreements that utilize non-federal dollars to leverage additional funding through the above options to expand resources; increase employment services and options; and increase employment outcomes for job seekers eligible for both specialty behavioral health services and MRS in order to maximize resources.

j. **Comparable Benefits/Payer of Last Resort**

Each agency has a responsibility to access comparable benefits when providing employment services to eligible consumer/customers, but this should not be a barrier to either agency providing employment services to joint customers. To this end, it is allowable to braid resources from MRS and a contracted provider network to support individuals seeking to obtain, maintain, return to or advance in individual competitive integrated employment, including individual competitive integrated supported employment. A person may have an open MRS case and be receiving MRS-funded service(s) while also receiving service(s), including Supported Employment service(s), from a contracted provider network if:

i. The service(s) concurrently provided by a contracted provider network are intended to supplement/complement service(s) provided by MRS;
ii. There is no duplication of payment for the same service element(s); and
iii. There is no duplication of payment for the delivery of face-to-face services provided to an individual during a specific period of time (e.g. the same 15-minute unit of time).

Examples of braiding resources in the best interest of an individual's success might include:

1. A contracted provider network is supporting an individual in a group employment (recognized by MRS as nonintegrated) setting, and MRS provides vocational counseling, job placement and job coaching, towards a competitive integrated employment setting, or;
2. A contracted provider network provides long-term follow-along services (recognized as extended services by MRS) and MRS provides job development to help an individual advance in competitive integrated employment, or;
3. A contracted provider network supports career exploration or job shadows while the individual is applying for MRS, and after the IPE is developed MRS covers the cost of job placement and job

coaching until the transition to the contracted provider network for long-term follow-along services (recognized as extended services by MRS).

A contracted provider network may provide employment services prior to the completion of assessments and eligibility determination by MRS. Each contracted provider network should refer individuals to MRS as appropriate to most effectively braid services. Alternatively, MRS may provide vocational rehabilitation services prior to the completion of eligibility for services from a contracted provider network.

Documentation is maintained by the authorizing contracted provider network specifying that the Supported Employment service component(s) being provided with funding from the contracted provider network is not otherwise available at the same time to the individual under a program funded under Section 110 of the Rehabilitation Act of 1973 or WIOA (MRS or BSBP). "Not otherwise available" may include situations where the service components(s) needed by the individual are not available without undue delay that would prevent an individual's ability to achieve her/his desired employment outcome (e.g. a job offer otherwise available to the individual could not be accepted and therefore the job offer would be lost; or a job secured could not be started or kept/maintained due to lack of necessary supports)."

When a contracted provider network and MRS district office have an ICTA agreement, the service provision and payment responsibilities of each party should be delineated in the agreement so there is clarity around the funding and provision of employment services. An ICTA is encouraged but not required for contracted provider network customers to access and receive services from MRS.

k. **511 – Subminimum Wage Positions**

Community Rehabilitation Organizations that employ individuals in sub minimum wage positions will work with MRS to identify individuals currently earning subminimum wage in order to meet the MRS obligation under WIOA to provide career counseling and information and referral services as prescribed in the law. Within this process MRS will encourage the pursuit of competitive integrated employment to enable the individual to receive needed information and services to achieve CIE outcomes.

l. **Review of this MOU**

At least six months prior to the expiration of this agreement, BHDDA and MRS administrative leadership will convene to review this memo of understanding for needed updates, review available aggregate performance outcome aggregate data, and determine the need for state level workgroups on any specific issues. Additional meetings will be convened more frequently if/as needed.

m. **Definitions**

i. **Comparable Benefits/Payer of Last Resort:**
Services and benefits that are provided or paid for, in whole or in part, by other Federal, State, or local public agencies, by health insurance, or by employee benefits; available to an individual when needed to ensure that the consumer can meet the employment outcome in their IPE or IPOS. It is allowable to braid resources from MRS and a contracted provider network or other community partners to support an individual seeking to obtain, maintain, return to, or advance in individual competitive integrated employment.

ii. **Competitive Integrated Employment:**
1. Is performed on a full-time or part-time basis (including self-employment);
2. The individual is compensated at a rate that;
3. Is not less than the higher of the rate specified in the Fair Labor Standards Act of 1938, or the State minimum wage law;

4. Is not less than the customary rate paid by the employer for the same or similar work performed by other employees who are not individuals with disabilities and who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills; and
5. In the case of an individual who is self-employed, yields an income that is comparable to the income received by other individuals who are not individuals with disabilities and who are self-employed in similar occupations or on similar tasks and who have similar training, experience, and skills; and
6. Is eligible for the level of benefits provided to other employees;
7. Is at a location that is typically found in the community;
8. The employee with a disability interacts for the purpose of performing the duties of the position with other employees within the particular work unit and the entire work site, and, as appropriate to the work performed, other persons (e.g., customers and vendors), who are not individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that employees who are not individuals with disabilities and who are in comparable positions interact with the persons; and
9. Presents, as appropriate, opportunities for advancement that are similar to those for other employees who are not individuals with disabilities and who have similar positions.

iii. **Customized Employment:**
Customized employment is a subset of supported employment. It is designed to meet the specific abilities of an individual and the business needs of an employer. This service option may be provided when the assessment of rehabilitation needs indicates that the nature and severity of the individual's disability is such that they need flexible strategies, such as job creation by the placement specialist working with an employer to facilitate placement by customizing a job description. Customization may include developing a set of job duties; establishing a work schedule and job arrangement; determining the specifics of supervision (including performance evaluation and review); and identifying a job location.

iv. **Employment services:**
Services provided by MRS and the contracted provider network that are intended to assist persons with disabilities choose, obtain, and maintain competitive integrated employment. For students with disabilities that are still in secondary education with an Individual Education Program (IEP), these services are often delivered in conjunction with Individual Disabilities Education Act of 2004 services provided by Local Education Agencies.

v. **Extended Services (as defined for the MRS program):**
Ongoing support services and other appropriate services that are needed to support and maintain an individual with a most significant disability including a youth with a most significant disability, in supported employment; organized or made available, singly or in combination, in such a way as to assist an eligible individual in maintaining supported employment; based on the needs of an eligible individual, as specified in an individualized plan for employment; provided by a State agency, a private nonprofit organization, employer, or any other appropriate resource, after an individual has made the transition from support from the designated State unit; and provided to a youth with a most significant disability by MRS for a period not to exceed four years, or at such time that a youth reaches age 25 and no longer meets the definition of a youth with a disability, whichever occurs first.

vi. **Individual Placement and Support:**
An employment practice for people with serious mental illness that utilizes rapid placement, zero exclusion, competitive integrated jobs, and other core principles in an evidence-based model. This model focuses on an individual's strengths and assists people into employment of their choosing using a multidisciplinary team approach.

vii. **Individual Plan for Employment (IPE):**
Developed by MRS between the counselor and customer that delineates the customer job goal and the supports and services needed for the customer to achieve their job goal.

viii. **Individual Plan of Service (IPOS):**
The document that identifies the needs and goals of the individual beneficiary and the medical necessity, amount, duration, and scope of the services and supports to be provided. For beneficiaries receiving mental health or developmental disabilities services, the individual plan of services must be developed through a person-centered planning process. In the case of minors with developmental disabilities, serious emotional disturbance or mental illness, the child and his family are the focus of service planning, and family members are an integral part of the planning process.

ix. **Long-Term Follow-Along Services:**
The local contracted provider network will determine the type, amount, frequency and duration of the service(s) that the individual needs to ideally maintain individual competitive integrated employment as noted in the person's IPOS.

x. **Ongoing Support Services by MRS:**
Services that are needed to support and maintain an individual with a most significant disability, including a youth with a most significant disability, in supported employment; are identified based on a determination by MRS of the individual's need as specified in an individualized plan for employment; are furnished by MRS from the time of job placement until transition to extended/ongoing support services, unless post-employment services are provided following transition. Extended services are provided by one or more sources throughout the individual's term of employment in a specific job placement; include an assessment of employment stability and provision of specific services or the coordination of services at or away from the worksite that are needed to maintain stability based on:

1. At a minimum, twice-monthly monitoring at the worksite of each individual in supported employment; or
2. If under specific circumstances, especially at the request of the individual, the individualized plan for employment provides for off-site monitoring, twice monthly meetings with the individual.
3. Consists of:
4. Any particularized assessment supplementary to the comprehensive assessment of rehabilitation needs
5. The provision of skilled job trainers who accompany the individual for intensive job skill training at the work site;
6. Job development and training;
7. Social skills training;
8. Regular observation or supervision of the individual;
9. Follow-up services including regular contact with the employers, the individuals, the parents, family members, guardians, advocates or authorized representatives of the individuals, and other suitable professional and informed advisors, in order to reinforce and stabilize the job placement; Facilitation of natural supports at the worksite; and
10. Any other service identified in the scope of vocational rehabilitation services.

xi. **Person-Centered Planning:**

A process-oriented approach to empowering people with disabilities that focuses on individual needs by putting the person in charge of defining the direction for their lives, not on the systems that may or may not be available to serve them.

xii. **Pre-Employment Transition Services:**

1. Job exploration counseling;
2. Work-based learning experiences, which may include in-school or after school opportunities, or experience outside the traditional school setting (including internships), that is provided in an integrate environment to the maximum extent possible;
3. Counseling on opportunities for enrollment in comprehensive transition or postsecondary educational programs at institutions of higher education;
4. Workplace readiness training to develop social skills and independent living; and
5. Instruction in self-advocacy, which may include peer mentoring.

xiii. **Supported Employment:**

Supported employment is competitive integrated employment, including customized employment, or employment in an integrated work setting in which an individual with a most significant disability, including a youth with a most significant disability, is working on a short-term basis toward competitive integrated employment that is individualized, and customized, consistent with the unique strengths, abilities, interests, and informed choice of the individual, including with ongoing support services for individuals with the most significant disabilities for whom competitive integrated employment has not historically occurred, or for whom competitive integrated employment has been interrupted or intermittent as a result of a significant disability; and because of the nature and severity of their disabilities, need intensive supported employment services and extended services after the transition from support provided by the designated State unit, in order to perform this work.

xiv. **Supported Employment Services:**

Ongoing support services, including customized employment, and other appropriate services needed to support and maintain an individual with a most significant disability, including a youth with a most significant disability, in supported employment that are:

1. Organized and made available, singly or in combination, in such a way as to assist an eligible individual to achieve competitive integrated employment;
2. Based on a determination of the needs of an eligible individual, as specified in an individualized plan for employment;
3. Provided by the designated State unit for a period of time not to exceed 24 months, unless under special circumstances the eligible individual and the rehabilitation counselor jointly agree to extend the time to achieve the employment outcome identified in the individualized plan for employment; and
4. Following transition, as post-employment services that are unavailable from an extended services provider and that are necessary to maintain or regain the job placement or advance in employment.

xv. **Youth:**

MRS definition: An individual with a disability who is not younger than 14 years of age; and not older than 24 years of age. (When the individual turns 25 they are no longer a Youth.)

BHDDA definition: An individual with a disability commencing at 16 years of age; and not older than 26 years of age.

4. Termination & Amendments

Either party may terminate this MOU at any time by giving 30 days prior written notice to the other party. This MOU may be amended upon written approval of both parties at any time.

This MOU contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this MOU will be deemed to exist or to bind either of the parties.

This MOU may not be amended except by signed agreement between the parties.

5. Notices

All notices and other communications required or permitted under this MOU must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to MRS:	If to BHDDA:
Nate Kammer *Kammern@michigan.gov* *517-335-6173*	*Brenda Stoneburner* *Stoneburnerb@michigan.gov* *517-335-4419*

6. Program Manager

The Program Manager for each party will monitor and coordinate the day-to-day activities of the MOU (each a "**Program Manager**"):

If to MRS:	If to BHDDA:
Nate Kammer *Kammern@michigan.gov* *517-335-6173*	*Brenda Stoneburner* *Stoneburnerb@michigan.gov* *517-335-4419*

7. MDHHS Aggregate data

All aggregate data and information provided to BHDDA by or on behalf of MRS and all aggregate data provided by MRS by or on behalf of BHDDA, and all aggregate data and information derived therefrom, is the exclusive property of MDHHS; this definition is to be construed as broadly as possible. Upon request, BHDDA or MRS must provide to the other party, or a third party designated by MRS or BHDDA, within 10 calendar days of the request and in the format requested by either party. BHDDA will assume all costs incurred in compiling and supplying MRS aggregate data. MRS will assume all costs incurred in compiling and supplying BHDDA aggregate data. No MRS or BHDDA aggregate data may be used for any marketing purposes.

BHDDA and MRS shall comply with all physical and IT security policies and standards which will be made available upon request.

8. Non-Disclosure of Confidential Information

The parties acknowledge that each party may be exposed to or acquire communication or aggregate data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this MOU.

a. Meaning of Confidential Information. For the purposes of this MOU, the term "Confidential Information" means all information and documentation of either party that:

i. Has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party;
ii. If disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning;
iii. Should reasonably be recognized as confidential information of the disclosing party;
iv. Is unpublished or not available to the general public; or
v. Is designated by law as confidential.

The term "Confidential Information" does not include any information or documentation that was:

i. Subject to disclosure under the Michigan Freedom of Information Act (FOIA);
ii. Already in the possession of the receiving party without an obligation of confidentiality;
iii. Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights;
iv. Obtained from a source other than the disclosing party without an obligation of confidentiality;
v. Publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party).

For purposes of this MOU, in all cases and for all matters, both MRS and BHDDA Aggregate data is deemed to be Confidential Information.

b. Obligation of Confidentiality. The parties agree that they will use Confidential Information solely for the purposes of this MOU. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this MOU or to use such Confidential Information for any purposes whatsoever other than the performance of this MOU. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible when all of the following are met:

i. Use of a subcontractor is authorized under this MOU;
ii. The disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and
iii. BHDDA obligates the subcontractor in a written contract to maintain MRS's Confidential Information in confidence.
iv. MRS obligates the subcontractor in a written contract to maintain BHDDA's Confidential Information in confidence.

At MRS's request, any employee of BHDDA or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section. At BHDDA's request, any employee of MRS or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Each party must notify the other party within one business day after discovering any unauthorized use or disclosure of Confidential Information. Each party will cooperate with the other party to regain possession of Confidential Information, to prevent further unauthorized use or disclosure of Confidential information, and to notify any appropriate person of the unauthorized use or disclosure of Confidential Information. In addition, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this MOU and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of MRS, at the sole election of MRS, the immediate termination, without liability to MRS, of this MOU or any Statement of Work corresponding to the breach or threatened breach. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of BHDDA, at the sole election of BHDDA, the immediate termination, without liability to BHDDA, of this MOU or any Statement of Work corresponding to the breach or threatened breach.

e. Surrender of Confidential Information upon Termination. Upon termination of this MOU or a Statement of Work, in whole or in part, each party must, within five calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that BHDDA must return MRS Aggregate data to MRS following the timeframe and procedure described further in this MOU; and that MRS must return BHDDA Aggregate data to BHDDA following the timeframe and procedure described further in this MOU. Should BHDDA or MRS determine that the return of any non-MRS or non-BHDDA Aggregate data Confidential Information is not feasible, such party must destroy the non-MRS or non-BHDDA Aggregate data Confidential Information and must certify the same in writing within five calendar days from the date of termination to the other party.

9. Compliance with Laws

BHDDA must comply with all applicable federal, state, and local laws, administrative rules and regulations. MRS must comply with all applicable federal, state and local laws, administrative rules and regulations.

10. Nondiscrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., both parties and their subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or mental or physical disability. Breach of this covenant is a material breach of this MOU.

11. Unfair Labor Practice

Under MCL 423.324, both parties may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.

12. Governing Law

This MOU is exclusively governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this MOU are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this MOU must be resolved in Michigan Court of Claims. Each party consents to venue in the Michigan Court of Claims, and waives any objections, such as lack of personal jurisdiction or forum non conveniens. Each party must appoint agents in Michigan to receive service of process.

13. Force Majeure

Neither party will be in breach of this MOU because of any failure arising from any disaster or acts of God that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. MRS and BHDDA will not be relieved of a breach or delay caused by their subcontractors. If immediate performance is necessary to ensure public health and safety, either MRS or BHDDA may immediately contract with a third party.

14. Dispute Resolution

The parties will endeavor to resolve any MOU dispute in accordance with the provision. The dispute will be referred to the parties' respective Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' respective senior executive, and either senior executive concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order

or other injunctive relief is the only adequate remedy. This Section does not limit either MRS's or BHDDA's right to terminate the MOU.

15. Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the MOU or project to which it relates must not be made by BHDDA without prior written MRS approval, and then only in accordance with the explicit written instructions of MRS. News releases (including promotional literature and commercial advertisements) pertaining to the MOU or project to which it relates must not be made by MRS without prior written BHDDA approval, and then only in accordance with the explicit written instructions of BHDDA.

16. Website Incorporation

MRS is not bound by any content on BHDDA's website unless expressly incorporated directly into this MOU. BHDDA is not bound by any content on MRS's website unless expressly incorporated directly into this MOU. MRS is not bound by any end user license agreement or terms of use unless specifically incorporated into this MOU or any other agreement signed by MRS. BHDDA is not bound by any end user license agreement or terms of use unless specifically incorporated into this MOU or any other agreement signed by BHDDA.

17. Severability

If any part of this MOU is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this MOU and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining MOU will continue in full force and effect.

18. Waiver

Failure to enforce any provision of this MOU will not constitute a waiver.

19. Survival

The provisions of this MOU that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this MOU.

20. Entire MOU

This MOU is the entire agreement and replaces all previous agreements between the parties for the MOU Activities.