HUMAN SERVICES
DEPARTMENT
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Letter of Direction #69-1

Date: **February 28, 2022**

To: **Centennial Care 2.0 Managed Care Organizations**

From: **Nicole Comeaux, Director, Medical Assistance Division**
Neal Bowen, Director, Behavioral Health Services Division

Subject: **MCO Requirements for Children in State Custody- Kevin S. Settlement**

Title: **MCO Requirements for Children in State Custody (CISCs)**

This Letter of Direction (LOD) outlines requirements for the Centennial Care 2.0 Managed Care Organizations (MCOs) for inclusion of Children in State Custody (CISC) in the Care Coordination High Needs Population and related training requirements for CISCs. This LOD also outlines requirements related to the Child and Adolescent Needs and Strengths (CANS) training requirements for CISCs and the implementation of additional provisions related to training, the CANS, and care plan development. This LOD also outlines requirements regarding the implementation of additional provisions that must be included in certain behavioral health provider contracts and details the requirement for providing a Notice of Action for services recommended by Individual Planning Process Team Meetings.

This LOD shall be considered an applicable instrument to communicate, update and clarify information by HSD governed by the provisions of the Medicaid Managed Care Services Agreement Section 1.3.3. In collaboration with the HSD/Behavioral Health Services Division (BHSD) and the Children Youth & Family Department (CYFD), the Medical Assistance Division (MAD) will revise the following Service Agreement sections to outline the direction for CISC.

[New Definitions] Section 2 Definitions, Acronyms and Abbreviations

Child and Adolescent Needs and Strengths (CANS) is a tool that summarizes the information gathered through a screening process. The CANS is an information integration tool that is used to identify the needs and strengths of children/youth and their families. The goal of the CANS is the transformational change of children/youth and their families. The aim of the CANS is to capture the needs and strengths of children and their families/caregivers. The Plan of Care that is created through this understanding should align with the MCO Care Coordination Plan of Care.

Caregiver means, for the purposes of Children in State Custody (CISC), the CISC's parent, guardian, or resource parent (NMAC 8.26.2.7) and will be identified for the CONTRACTOR in the meeting outlined in section, 4.4.18.3.2 by the permanency planning worker (PPW) within three (3) business days of notification of member's involvement in CYFD.

Child(ren) in State Custody means child(ren) and youth in the legal custody of CYFD's Protective Services division, including Native Children and children never removed from the Respondent's home or children returned to the Respondent's home following a removal. COEs: 017, 037, 046, 047, 066, and 086.

Resource Parent or Resource Family means a person or persons, including a relative of the child, licensed or certified by the Department or a child placement agency to provide care for children in the custody of the Department or agency.

[New Acronyms] Section 2 Definitions, Acronyms and Abbreviations

CISC- Children in State Custody
HFW- High-Fidelity Wraparound
PPW- Permanency Planning Worker
PS- Protective Services

3.3.5 Staff Training

3.3.5.1 [Revise Subsection] The CONTRACTOR shall provide regular and ongoing comprehensive training including focus on supporting a trauma responsive lens throughout the system of care for CONTRACTOR staff to ensure that they understand the goals of Centennial Care 2.0, including the integration of physical, Long-Term Care and Behavioral Health, the provisions and limitations of the ABP, and the requirements of this Agreement. As issues are identified by the CONTRACTOR and/or HSD, the CONTRACTOR shall provide timely and targeted training to staff. The CONTRACTOR shall be required to have two certified CANS trainers and are responsible for training care coordination staff and other relevant members of the organization, including but not limited to utilization management. Both the certification and train the trainer curriculum will be provided by the State. The CONTRACTOR shall provide a training roll out plan for their organization. The CONTRACTOR will be expected to include CANS trainings in annual training plan submissions. CONTRACTOR shall provide timely and targeted training to staff.

[Revise Sub-Section] 3.3.5.2.4 Community Benefit Services and Supplemental Questionnaire;
[Revise Sub-Section] 3.3.5.2.5 Behavioral Health Services;
[New Sub-Sections] 3.3.5.2.6 Care Coordination of Children in State Custody (CISC) based on the required Trauma Responsive Training; and
3.3.5.2.7 Motivational Interviewing techniques.

Additionally, HSD would like to remind the MCOs of the requirements in MCO Contract Amendment 2, Section 4.4.18.2.4, Provide high needs population training and consultation with other Care Coordination staff including Members who are involved with CYFD juvenile justice services, protective services, behavioral health services, and their parents and/or kinship caretakers.

4.4.1 Care Coordination/ General

[New Sub-Section] 4.4.1.5.1 In the event a CISC guardian/representative refuses Care Coordination, the CONTRACTOR shall have the CISC guardian/representative sign an HSD approved Care Coordination declination form. If the CISC guardian/representative refuses to sign the Care Coordination declination form, the CONTRACTOR shall document such refusal in the Member's file. Children 14 years or older can sign the Care Coordination declination form. The CONTRACTOR shall contact the CISC's CYFD Permanency Planning Worker (PPW) within three (3) business days of the Member's refusal of care coordination to inform them of the refusal. The CONTRACTOR will include documentation in the Member file of the CYFD contact. The CISC Member shall be monitored by the CONTRACTOR per section 4.4 of this agreement.

4.4.3 Assignment to Care Coordination Levels
[Revise Sub-Section] 4.4.3.5 Care Coordination Level Two (2) and Level Three (3). For Members meeting one of the indicators below, the CONTRACTOR shall conduct a Comprehensive Needs Assessment (further explained in section 4.4.5 of this Agreement), utilizing motivational interviewing techniques, to determine whether the Member should be in Care Coordination level two (2) or level three (3):

4.4.6 Requirements for Care Coordination Level Two (2)
[Revise Sub-Section] 4.4.6.1.6 Poly-pharmaceutical use is defined as simultaneous use of six (6) or more medications from different drug classes and/or simultaneous use of three (3) or more medications from the same drug class;
[Revise Sub-Section] 4.4.6.1.7 High risk pregnancy including pregnant Members who are eighteen (18) years and younger; and
[New Sub-Section] 4.4.6.1.8 Children in State Custody (CISC).

4.4.9 Care Plan Requirements
[New Sub-Section] 4.4.9.2.2 For CISC Members, the CONTRACTOR shall consult with the CISC's Permanency Planning Worker (PPW) as well as the CISC Member and CISC Member's guardian/representative when developing the comprehensive care plan (CCP).

[New Sub-Section] 4.4.9.2.3 For CISC Members, the CONTRACTOR shall receive a copy of the CANS and utilize the CANS in developing the comprehensive care plan (CCP).

4.4.16 Transition of Care Requirements

[Revise Sub-Section] 4.4.16.1.3 The CONTRACTOR shall notify the assigned CYFD permanency planning worker (PPW) for Protective Services (PS) involved children and youth within three (3) Business Days prior to transition in care for CYFD involved children/youth.

4.4.18 Care Coordination for High Needs Populations

4.4.18.1 The CONTRACTOR shall employ or contract with dedicated care coordinators or Care

Coordination supervisors with relevant expertise to meet the needs for each population listed below. The dedicated number of care coordinators for each population must be commensurate with the CONTRACTOR's membership in each of these populations.

[Revise Sub-Section] 4.4.18.1.6 Members with Housing Insecurity needs;
[Revise Sub-Section] 4.4.18.1.7 Members with complex Behavioral Health needs including SUD; and
[New Sub-Section] 4.4.18.1.8 Children in State Custody (CISC).

[New Sub-Sections] 4.4.18.3 Care Coordination for Children in State Custody (CISC)

4.4.18.3.1 The CONTRACTOR shall review the enrollment data file uploaded by HSD daily to identify Members having CYFD Categories of Eligibility (COEs).
4.4.18.3.2 The CONTRACTOR shall contact the Member's assigned CYFD Permanency Planning worker (PPW) within three (3) Business days of notification of Member's involvement in CYFD and assign a care coordinator to engage with the Member and/or Member's team. The CONTRACTOR shall request contact information for the child's caregiver, legal representative, and legal custodian during this contact. Children 14 years or older can both participate in their care plan and identify their authorized representative. The PPW will share the list of appropriate contacts identifying the authorized representatives with the MCO, such as the youth's guardian, Guardian Ad Litem (GAL), legal representative, caregiver, and/or Resource Family/Parent.
4.4.18.3.2.1 Notification can occur either through the enrollment data file or through referrals from the Member, Member's family, Member's provider, Juvenile Justice Services (JJS), HSD or other referral source.
4.4.18.3.3 The CONTRACTOR shall request copies of all relevant screenings completed by CYFD and/or assessments by the Member's provider, if available, to begin the HRA and CNA assessment process as outlined in Section 4.4 of this Agreement.
4.4.18.3.4 The CONTRACTOR shall engage with the Member and shall complete an HRA, if needed, and a CNA concurrently using previous CYFD screenings and/or Provider assessments, if available.
4.4.18.3.5 The CONTRACTOR shall provide completed HRAs and CNAs to the Member's CYFD PPW.

[Revised Sub-Section] 4.9.2: Minimum Requirements for Contract Provider Agreements

Contract Provider agreements shall contain at least the following provisions, as applicable, to the provider types and services, within sixty (60) days of the effective date of this LOD:

> [New Sub-Sections] 4.9.2.48: Include provision, as applicable to the Comprehensive Community Support Services (CCSS) and High-Fidelity Wraparound (HFW) provider types and services, for no reject and no eject in identified behavioral health provider agreements for members who are Children in State Custody (CISC).
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> > 4.9.2.48.1 No reject means that the provider must accept the referral for eligibility and medical necessity determination. If the member is Medicaid eligible, meets the Serious

Emotional Disturbance (SED) criteria, and meets medical necessity, the provider must coordinate all needed services through CCSS and HFW service providers for CISC. A provider will not discriminate against nor use any policy or practice that has the effect of discriminating against an individual on the basis of health status or need for services.

4.9.2.48.2 No eject means that the provider must continue to coordinate services and assist members in accessing appropriate services and supports.

[New Sub-Section] 4.9.2.49 In order to monitor if the no reject, no eject provision is effective for other provider types, the CONTRACTOR is directed to include a provision for in-state accredited residential treatment centers (ARTCs), residential treatment centers (RTCs), group homes, and treatment foster care (TFC) provider contracts that requires these providers to inform the CONTRACTOR if a child in state custody who is enrolled with the CONTRACTOR is not accepted into service(s) or if a child in state custody is prematurely discharged (see definitions). The CONTRACTOR, with state oversight, will review all cases to determine the validity of each action and will evaluate the efficacy of the provision quarterly. In all cases, the CONTRACTOR will provide training, education, and/or take other appropriate measures if it is determined providers are not accepting, or are prematurely discharging, members for reasons other than medical necessity or other exclusionary criteria, such as age, gender, provider specialty, and bed availability. The CONTRACTOR will be required to capture and report data to HSD and CYFD on a quarterly basis regarding denial of services for CISC.

4.11.5 Provider Education, Training and Technical Assistance

4.11.5.3 The CONTRACTOR shall provide the following information in Contract Provider trainings and educational materials and shall make such information available upon request of a Contract Provider:

[Revise Sub-Section] 4.11.5.3.14 The provisions and limitations of the ABP;

[Revise Sub-Section] 4.11.5.3.15 Provider identification of Substance Use Disorder and Serious Mental Illness;

[New Sub-Section] 4.11.5.3.16 Trauma Responsive Training, approved by HSD; and

[New Sub-Section] 4.11.5.3.17 Provider trainings specific to the no reject/no eject provision.

4.12.13 Coordination and Collaboration with CYFD including children and youth in custody or under the supervision of CYFD

[Revise Sub-Section] 4.12.13.2.1.1: Medicaid and non-Medicaid services and supports available, as appropriate, such as Substance Use Programs, High-Fidelity Wraparound, Youth Support Services, Infant Mental Health Child-Parent Psychotherapy, and Prevention Services targeted to parents and children involved with CYFD;

[Revise Sub-Section] 4.12.13.4: The CONTRACTOR shall ensure the member's care coordinator is actively involved with the CYFD permanency planning worker (PPW) for Protective Services (PS)

involved children and youth, juvenile probation officer (JPO) or juvenile facility staff for JJS involved youth, and BHS community behavioral health clinician (CBHC) for CYFD involved children/youth, provided that CYFD informs the CONTRACTOR of the assigned CYFD lead worker.

[Revise Sub-Section] 4.12.13.7: Upon request, the CONTRACTOR shall participate in the PS Family Centered Meetings ("FCM"), JJS Multi-Disciplinary Team ("MDT") meetings, and/or behavioral health team meetings which shall include resource family members or kinship supports, as appropriate. CCSS and High-Fidelity Wraparound service models will include participation of the Care Coordinator from the member's MCO, and stakeholders in the development of the service plan as described in NMAC policy and procedure.

[Revise Sub-Section] 4.12.15 Notice of Adverse Action

The CONTRACTOR must notify the requesting provider and give the Member or authorized representative and the caregiver written notice of any decision by the CONTRACTOR to deny a service authorization request or to authorize a service in an amount, duration, or scope that is less than requested. The notice must meet the requirements set forth in 42 C.F.R. § 438, Subpart F.

[New Sub-Section] 4.12.15.1 The CONTRACTOR shall notify the requesting provider and provide the Member or authorized representative and the caregiver a Notice of Adverse Action when a team involved in the Individualized Planning Process recommends a service, for a Child in State Custody (CISC), be reduced, modified, delayed, denied, or not approved within ten (10) Calendar Days of recommendation. The Notice of Adverse Action shall be provided to the Member, Member's caregiver, authorized representative, and legal custodian. For children under 14 years old, notices will go to the authorized representative, Member's caregiver, and legal custodian. CYFD will be the authorized representative for these children. For children 14 years and older, notices will go to the Member, Member's caregiver, authorized representative, and legal custodian. The authorized representative, Member's caregiver, and legal custodian will be identified by the child with their permanency planning worker (PPW).

MCOs should also continue to engage in the BHSD facilitated billing and credentialing meetings and find ways to reduce or remove provider administrative barriers for accessing behavioral health services and implementing High-Fidelity Wraparound.

This LOD will sunset upon inclusion into the Behavioral Health Policy Manual and/or the NM Medicaid Managed Care Services Agreement.