

**HEALTHWEST**  
**FULL BOARD MINUTES**

**August 23, 2024**

**8:00 a.m.**

**376 E. Apple Ave.  
Muskegon, MI 49442**

**CALL TO ORDER**

The meeting of the Full Board was called to order by Vice Chair Natte at 8:00 a.m.

**ROLL CALL**

Members Present: Cheryl Natte, Janice Hilleary, Jeff Fortenbacher, John Weerstra, Kim Cyr, Marcia Hovey-Wright, Thomas Hardy, Charles Nash, Remington Sprague, M.D., Tamara Madison

Members Absent: Janet Thomas, Mary Vazquez

Others Present: Rich Francisco, Holly Brink, Gina Post, Brandy Carlson, Melina Barrett, Gordon Peterman, Christy LaDronka, Kristi Chittenden, Gina Kim, Linda Wagner, Jason Bates, Stephanie Baskin, Kelly Betts, Rebecca St. Clair, Calvin Davis

Guests Present: Mark Eisenbarth

**MINUTES**

HWB 127-B - It was moved by Mr. Hardy, seconded by Commissioner Hovey-Wright, to approve the minutes of the July, 26 2024 Full Board meeting as written.

**MOTION CARRIED**

**COMMITTEE REPORTS**

***Program Personnel Committee***

HWB 114-P - It was moved by Ms. Hilleary, seconded by Mr. Hardy, to approve the minutes of the June 14, 2024, meeting as written.

**MOTION CARRIED**

HWB 117-P - It was moved by Mr. Hardy, seconded by Ms. Thomas, to approve the HealthWest Policy and Procedure for Cell Phones, effective September 1, 2024.

**MOTION CARRIED**

***Recipient Rights Committee***

HWB 115-R - It was moved by Ms. Thomas, seconded by Mr. Hilleary, to approve the minutes of the June 14, 2024, meeting as written.

**MOTION CARRIED**

HWB 116-R - It was moved by Ms. Hilleary, seconded by Ms. Thomas, to approve the Recipient Rights Reports for June 2024 / July 2024.

**MOTION CARRIED**

***Finance Committee***

HWB 117-F - It was moved by Mr. Hardy, seconded by Commissioner Hovey-Wright, to approve the minutes of the July 19, 2024, meeting as written.

**MOTION CARRIED**

HWB 118-F - It was moved by Mr. Hardy, seconded by Commissioner Hovey-Wright, to approve expenditures for the month of June 2024, in the total amount of \$8,975,525.84.

**MOTION CARRIED**

HWB 119-F - It was moved by Dr. Sprague, seconded by Commissioner Hovey-Wright to approve the HealthWest Executive Director to sign a contract with Kalamazoo Probation Enhancement Program (KPEP) for SUD outpatient services effective October 1, 2024 through September 30, 2024. The Funding is within the approved SUD budget of \$7,035,144.00

**MOTION CARRIED**

HWB 120-F - It was moved by Commissioner Hovey-Wright, seconded by Mr. Hardy, to authorize the HealthWest Board of Director to approve adding Guardian Trac LLC, and Stuart Wilson, CPA, PC under the Outpatient budget of \$7,558,082.00 for October 1, 2023, through September 30, 2024

**MOTION CARRIED**

HWB 121-F - It was moved by Mr. Hardy, seconded by Dr. Sprague, to authorize the HealthWest Board of Directors to contract with GenStar Insurance Service, LLC for Professional Liability Insurance, at a cost not to exceed \$79,591.25, effective August 7, 2024, through August 7, 2025.

**MOTION CARRIED**

HWB 122-F - It was moved by Mr. Hardy, seconded by Dr. Sprague, to approve the attached FY2024 HealthWest Fee Schedule effective September 1, 2024.

**MOTION CARRIED**

HWB 123-F - It was moved by Mr. Hardy, seconded by Dr. Sprague, to approve the HealthWest FY2024 Budget Amendment in the amount of \$118,912,197 for both revenues and expenditures.

**MOTION CARRIED**

HWB 124-F - It was moved by Mr. Hardy, seconded by Commissioner Hovey-Wright, to approve the HealthWest FY2025 Budget Amendment in the amount of \$97,711, 477 for both revenues and expenditures.

**MOTION CARRIED**

HWB 125-F - It was moved by Mr. Hardy, seconded by Commissioner Hovey-Wright, to approve the HealthWest Board of Directors to approve the FY25 budgets for the five Provider Network categories, effective October 1, 2024.

**MOTION CARRIED**

### **ITEMS FOR CONSIDERATION**

HWB 128-B – It was moved by Mr. Hardy, seconded by Mr. Weerstra, to approve the HealthWest Chief Financial Officer to sign the contract between Michigan Department of Health and Human Services and HealthWest for Managed Mental Health Supports and Services for the period of October 1, 2024 through September 30, 2025.

**MOTION CARRIED**

HWB 129-B – It was moved by Mr. Hardy, seconded by Dr. Sprague, to approve the HealthWest Board of Directors to amend the budgets for the three Provider Network categories with a \$3,621,425 increase and staying within the total FY24 Contractual Budget of \$47,108,056.

**MOTION CARRIED**

### **OLD BUSINESS**

There was no old business.

### **NEW BUSINESS**

There was no new business.

### **COMMUNICATION**

Pam Kimble, Director of Quality Assurance, presented the HealthWest Quality Assurance Improvement Plan and the QAPIP FY24 Presentation.

Ms. Madison provided a Consumer Advisory Council update.

### **DIRECTOR'S COMMENTS**

Mr. Francisco, Executive Director, presented his Formal Director's report.

### **Director's Update**

### **MDHHS Updates:**

- FY25 CMHSP Contract Update – CMHSPs are still reviewing the contract with the LRE and our corporate counsel are still in the process of reviewing it. Foster Swift has already provided an initial review back in December 2023 based on the older version, but I did send our corporate counsel an updated version from the LRE at the end July. The LRE would like to have our final feedback by August 23 (end of day today's date).
- CFAP – We have heard from several different meetings at the state now that CFAP due date has been pushed back and is no longer 10/1/2024. MDHHS has not shared a new implementation date for CFAP and so we are all just waiting.

- EVV (Electronic Visit Verification for CLS and Respite codes) implementation date has also been pushed back to a start date of 09/09/2024. The original date was for 9/12/2024.
- The Director's Forum is next month on the 4<sup>th</sup> and 5<sup>th</sup>, and I plan on attending virtually for these meetings.

#### **Lakeshore Regional Entity updates:**

- N180 deficit request for 8M from LRE will be processed for FY24, however, there is still an ongoing issue with future budget as N180 gets into FY25 and issues are not really resolved even after N180 presented their deficit reduction strategies to the Executive Board this past Wednesday for FY24 and the coming year.
- OHH (Opioid Health Homes) discussion with the LRE: HW staff will be attending the SUDHH (Substance use Health Home) kick off meeting hosted by MDHHS and MPHI (Michigan Public Health Institute) – Tuesday 27<sup>th</sup>. HW has not landed on a decision yet if we should pursue this, but we know that Ottawa will be one in our region to be a OHH in Oct. 2024.
- All CMHSP's are starting to prepare their spending plans for submission to the LRE for FY25. Based on an initial submission number, 2 CMHSP are forecasting deficit N180 and West Michigan for FY25.

#### **CMH level:**

- HW Board Work Session September 16<sup>th</sup> and will be here in this board room. We will be covering some education topics related to CCBHC, CSU, Rate of Units and MichiCANS.
- The big focus right now is on various projects related to productivity and defining outcomes with teams and programs. Leadership along with Quality team is looking at ways we can improve our numbers via the KATA process and define outcome metrics where there is none. There has been significant dashboard development to view data to inform staff of where a team or program is at with productivity. In time this will allow our teams to make better decisions related to clinical practice and quality of service.

#### **AUDIENCE PARTICIPATION**

There was no audience participation.

#### **ADJOURNMENT**

There being no further business to come before the board, the meeting adjourned at 9:02 a.m.

Respectfully,

Cheryl Natte  
Board Vice Chair  
/hb



**TO:** HealthWest Board Members

**FROM:** Janet Thomas, Board Chair, via Rich Francisco, Executive Director

**SUBJECT:** Full Board Meeting  
August 23, 2024  
376 E. Apple Ave., Muskegon, MI 49442  
<https://healthwest.zoom.us/j/92330401570?pwd=TFNHMWWhnQmF5NVAYbWRQVG54Tk1GZz09>  
One tap mobile: (309)205-3325, 92330401570# Passcode: 428623

### **AGENDA**

- |    |  |             |
|----|--|-------------|
| 1) | Call to Order  | Action      |
| 2) | Approval of Agenda   | Action      |
| 3) | Approval of Minutes  |             |
|    | A) Approval of the Full Board Minutes of July 26, 2024<br>(Attachment #1 – pg. 1-4)  | Action      |
| 4) | Public Comment (on an agenda item)   |             |
| 5) | Committee Reports  |             |
|    | A) Program Personnel Committee<br>(Attachment #2 – pg. 5-8)  | Action      |
|    | B) Recipient Rights Committee<br>(Attachment #3 – pg. 9-11)  | Action      |
|    | C) Finance Committee<br>(Attachment #4 – pg. 12-15)  | Action      |
| 6) | Items for Consideration  |             |
|    | A) Authorization to Approve Contract with Michigan<br>Department of Health and Human Services<br>(Attachment #5 – pg. 16-80)       | Action      |
|    | B) Authorization to Approve Amending Provider Network Category Budgets<br>(Attachment #6 – pg. 81)                                 | Action      |
| 7) | Old Business   |             |
| 8) | New Business   |             |
| 9) | Communication  |             |
|    | A) Quality Assurance and Performance Improvement Plan<br>Pam Kimble, Director of Quality Assurance<br>(Attachment #7 – pg. 82-108) | Information |

- |     |  |             |
|-----|--|-------------|
|     | B) QAPIP FY24 Presentation<br>Pam Kimble, Director of Quality Assurance<br>(Attachment #8 – pg. 109-134) | Information |
|     | C) Consumer Advisory Update<br>(Attachment #9 – pg. 135)   | Information |
|     | D) Staff Kudos<br>(Attachment #10 – pg. 136)   | Information |
|     | E) HealthWest Board Works Session<br>(Attachment #11 – pg. 137)  | Information |
|     | F) CMHA Fall Conference<br>(Attachment #12 – pg. 138)  | Information |
|     | G) Director's Report – Rich Francisco, Executive Director<br>(Attachment #13 – pg. 139-140)              | Information |
| 10) | Public Comment   |             |
| 11) | Adjournment  | Action      |

/hb

**HEALTHWEST**  
**FULL BOARD MINUTES**

**July 26, 2024**

**8:00 a.m.**

**376 E. Apple Ave.  
Muskegon, MI 49442**

**CALL TO ORDER**

The meeting of the Full Board was called to order by Chair Thomas at 8:00a.m.

**ROLL CALL**

Members Present: Cheryl Natte, Janet Thomas, Janice Hilleary, Jeff Fortenbacher, John Weerstra, Kim Cyr, Mary Vazquez, Thomas Hardy, Charles Nash, Tamara Madison

Members Absent: Marcia Hovey-Wright, Remington Sprague, M.D.

Others Present: Rich Francisco, Holly Brink, Gina Post, Amber Berndt, Gordon Peterman, Christy LaDronka, Kristi Chittenden, Gina Kim, Jackie Farrar, Brittani Duff, Tasha Kuklewski, Gary Ridley, Linda Wagner, Stephanie Baskin, Jennifer Hoeker, Kelly Betts, Jason Bates, Helen Dobb

Guests Present: Mark Eisenbarth, Kristen Wade, Kari Whitman

**MINUTES**

HWB 111-B - It was moved by Mr. Hardy, seconded by Ms. Natte, to approve the minutes of the June 28, 2024 Full Board meeting as written.

**MOTION CARRIED**

**COMMITTEE REPORTS**

***Finance Committee***

HWB 105-F - It was moved by Commissioner Hovey-Wright, seconded by Mr. Hardy, to approve the minutes of the June 21, 2024, meeting as written.

**MOTION CARRIED**

HWB 106-F - It was moved by Mr. Hardy, seconded by Commissioner Hovey-Wright, to approve expenditures for the month of May 2024, in the total amount of \$8,561,698.85.

**MOTION CARRIED**

HWB 107-F - It was moved by Mr. Hardy, seconded by Commissioner Hovey-Wright to approve the HealthWest Executive Director to amend the budgets for the three Provider Network categories with a zero net dollar effect, effective July 29, 2024.

**MOTION CARRIED**

HWB 108-F - It was moved by Mr. Hardy, seconded by Commissioner Hovey-Wright, to authorize the HealthWest Executive Director to sign a contract with Lazarusman Consulting, PLLC effective August 1, 2024, through September 30, 2025, to provide services eligible to HealthWest Consumers. The funding is within the Outpatient Budget of \$7,558,082.00.

**MOTION CARRIED**

HWB 109-F - It was moved by Mr. Hardy, seconded by Commissioner Hovey-Wright, to authorize the HealthWest Executive Director to sign a contract with Pendogani GL LLC effective August 1, 2024 through September 30, 2025, to provide specialized residential services to eligible HealthWest consumers. The funding is within the HealthWest AFC Specialized Residential Budget of \$20,998,125.00

**MOTION CARRIED**

HWB 110-F - It was moved by Mr. Hardy, seconded by Commissioner Hovey-Wright to authorize HealthWest increasing the approved motion HWB 81-F to procure and fund a Bathroom Remodification completed by Accessible Home Design, LLC up to \$19,400 to be completed by September 30, 2024.

**MOTION CARRIED**

**ITEMS FOR CONSIDERATION**

HWB 112-F - It was moved by Mr. Hardy, seconded by Ms. Hilleary to authorize HealthWest recommending Linda Dunmore as an Executive Board Member for the LRE (Lakeshore Regional Entity), and authorizes the HealthWest Board Chairperson, Janet Thomas, to recommend her on behalf of the HealthWest Board of Directors.

**MOTION MOVED**

HWB 113-F - It was moved by Mr. Hardy, seconded by Ms. Natte to authorize HealthWest amending the HealthWest By-laws, to include a plan for any Board vacancies effective July 29, 2024

**MOTION MOVED**

**OLD BUSINESS**

There was no old business.

**NEW BUSINESS**

There was no new business.

**COMMUNICATION**

Mr. Hardy presented Homelessness & Mental Health Issues.

**DIRECTOR'S COMMENTS**

Mr. Francisco, Executive Director, presented his Formal Director's report.

**MDHHS Updates:**

- Waskul Case settlement update: MDHHS has sent out an email on 7/21 to all PIHP CEOs to discuss how the Waskul settlement can fit into the Contract for FY25 for all PIHPs to comply with Waskul settlement. This email communication was forwarded to HW by Centra Wellness who stated that they will be strongly opposing the inclusion of Waskul settlement in the contract negotiation meeting on July 26th from 9-11am.
- FY25 CMHSP Contract Update – HW notification for FY25 Contract was received via eGRAMS, unfortunately, MDHHS did not notify the CFI CMHSP Contract Negotiation steam that MDHHS



was going to release the contract to the field. CMHA sent an email out on 7/23 (Tuesday) to the CMHSPs that MDHHS missed a key step which was to have the CFI CMHSP contract negotiations review it first and to get a Summary of changes from the previous year. CMHA will provide their guidance and recommendations to the field after review to assist CMHSPs in processing our contract.

- CFAP – Conflict Free Access and Planning – CMHA recently sent an email to the field regarding how to proceed with Conflict Free. One recommendation they stated is that based on field survey, they would like to recommend dropping the CFAP implementation of Oct. 1, 2024 – many CMHA organizations indicated that until issues of implementation are resolved the due date is going to be difficult to attain. Secondly, based on the feedback from CMS, CMHA does not believe that the field proposal for addressing conflict is far apart on the issues following:
  - HCBS eligibility determination (currently determined by MDHHS)
  - IPOS development, monitoring and authorization (carried out by the CMHSP or its designated supports coordination / case management provider organization)
  - HCBS service delivery (carried out by a provider other than the organization carrying out IPOS development, monitoring, and authorization – whenever possible)

#### **Lakeshore Regional Entity updates:**

- OHH discussion with the LRE: During the LRE Work session, Wed. 24th, the LRE presented information on the OHH/BHH opportunity for our region. I just wanted to update the board that we have been evaluating this opportunity to see if this is something that will be worth it financially for us to take on being an OHH. We are looking at the data and the numbers to decide whether to consider being an OHH. The potential revenue this would add for HW based on LRE numbers is about 90k to 181k is just not a big amount. The LRE also retains a percentage of this – about 10 to 20%. Other questions we have are how big of a lift would this be for current staff whose current roles would be impacted. LRE contends that the CMHSP already has roles for this but truly it adds more work for these positions. I.e., Certain percentage/time of some medical staff (medical director) and admin staff. In addition, we have questions out to the LRE in terms of how much they would be retaining from the capitation payment a range from 15% to 20%. We are also looking at evaluating if we need to add staff or not.

#### **CMH level:**

- Wanted to let the board know that we got our official results from Commission on Accreditation of Rehabilitation Facilities (CARF), and we did get a 3-yr accreditation which is the highest an agency can get. I would like to thank and give a “shout-out” to the Quality improvement team and the HW staff from clinical to admin who put in a lot of hours preparing proofs, meeting with auditors and now working on the recommendations and findings from the audit.
- I also want to thank staff for participating in our Performance Measure Validation (PMV) for MMBPIS (Michigan Mission Based Performance Indicator System) review with HSAG. I heard from the LRE that it went very well and do not expect any significant issues with LRE PMV HSAG audit.
- The quality improvement team has also been very busy with preparing for the LRE audit for July 29th as well.
- HW is also undergoing some internal moving around with space, cubicles, offices, etc. The goal is to consolidate the admin staff more to make room for the needed Clinical space. There will be some location changes for staff in the next couple of months.

**AUDIENCE PARTICIPATION**

There was no audience participation.

**ADJOURNMENT**

There being no further business to come before the board, the meeting adjourned at 8:58 a.m.

Respectfully,

Janet Thomas  
Board Chair  
/hb

***PRELIMINARY MINUTES  
To be approved at the Full Board Meeting of  
August 23, 2024***

**HEALTHWEST**

**PROGRAM AND PERSONNEL COMMITTEE REPORT TO THE BOARD**

**via Cheryl Natte, Committee Chair**

1. The Program Personnel Committee met on August 9, 2024.
- \* 2. It was recommended, and I move, to approve the minutes of the June 14, 2024, meeting as written.
- \* 3. It was recommended, and I move, to approve the HealthWest Board to approve the HealthWest Policy and Procedure for Cell Phones, effective September 1, 2024.

/hb

**HEALTHWEST**  
**PROGRAM/PERSONNEL MEETING MINUTES**

**August 9, 2024**  
**8:00 a.m.**

**376 E. Apple Ave.**  
**Muskegon, MI 49442**

**CALL TO ORDER**

The regular meeting of the Program/Personnel Committee was called to order by Chair Natte at 8:01 a.m.

**ROLL CALL**

Members Present: Cheryl Natte, Janet Thomas, Janice Hilleary, Tamara Madison, Thomas Hardy

Staff Present: Holly Brink, Rich Francisco, Brandy Carlson, Linda Wagner, Kristi Chittenden, Tasha Kuklewski, Justine Belvitch, Lakshmee Persuad, Brittani Duff, Christy LaDronka, Suzanne Beckeman, Stephanie Baskin, Melina Barrett

Guests Present: Kristen Wade, John Weerstra

**MINUTES**

It was moved by Ms. Thomas, seconded by Mr. Hardy, to approve the minutes of the June 14, 2024 meeting as written.

**MOTION CARRIED.**

**PUBLIC COMMENT (ON AN AGENDA ITEM)**

There was no public comment.

**ITEMS FOR CONSIDERATION**

It was moved by Mr. Hardy, seconded by Ms. Thomas, to approve the HealthWest Policy and Procedure for Cell Phones, effective September 1, 2024.

**MOTION CARRIED.**

**OLD BUSINESS**

There was no old business.

**NEW BUSINESS**

There was no new business.

## **COMMUNICATION**

Communication was shared regarding the motions HealthWest brought to the County Commissioners for approval during the month of August.

## **DIRECTOR'S COMMENTS**

Executive Director, Rich Francisco, provided an update:

LRE Update:

- LRE Ops update from 08/07/2024 – LRE CEO stated that in the monthly meeting of PIHP Directors and MDHHS – Belinda Hawks stated that CFAP (Conflict Free Access and Planning) is now being pushed back and 10/1/2024 is no longer the deadline for implementation. No new date was provided and so the field is expecting a notification will be coming out soon.
- Quality Improvement Council meeting for 8/7/2024 hosted a presentation from MDHHS, Jackie Sproat sharing the “BH Quality Transformation Overview and Timeline”. This has been in the works for some time and now a plan has been shared to some stakeholders in the field on the quality plan. Big emphasis on data reporting is the Disaggregation of Demographic factors – this means data must be broken down by race and ethnicity, sex-biologic sex, and geography -rural-urban commuting codes, etc. The plan includes the some of the following highlights:
  - Changes in MMBPIS (Michigan Mission Based Performance Indicator System) Reporting metrics – Will be using HEDIS measures that will start in FY2025 for the year 1 measure. Includes the following measures:

	Measure	Program	Domain
ADD	Follow-up Care for Children Prescribed Attention-Deficit/Hyperactivity Disorder (ADHD) Medication	BHCS	MH
CDP	Screening for Depression and Follow-up Plan*	BHCS	MH
FUH	Follow-up After Hospitalization for Mental Illness*	BHCS	Access
APM	Metabolic Monitoring for Children and Adolescents on Antipsychotics	BHCS	MH
APP	Use of First-Line Psychosocial Care for Children and Adolescents on Antipsychotics	BHCS	MH
FUA	Follow-up After Emergency Department Visit for Substance Use*	BHCS	Access
FUM	Follow-up After Emergency Department Visit for Mental Illness*	BHCS	Access
IET	Initiation and Engagement into Substance Use Disorder Treatment	BHCS	SUD
MSC	Medical Assistance with Smoking and Tobacco Use Cessation	BHCS	SUD
ANIM	Antidepressant Medication Management	BHCS	MH
ACC	Access to Care—appointment within 10 days of request	Final Rule	Access

\*Some measures are required for both Child and Adult Care Set Measure Reporting and would need to be stratified by age for reporting to CMS

- During year 2 (FY2026), the MDHHS should consider preliminary evaluation of reporting using electronic methods. The NCQA (National Committee for Quality Assurance) also requires electronic reporting, with a shift away from medical record reviews—Electronic Clinical Data Systems (ECDS). Two BH-related HEDIS measures are ECDS only for 2024:

- Follow-Up Care for Children Prescribed ADHD Medication
- Metabolic Monitoring for Children and Adolescents on Antipsychotics.

➤ Year 3 as follows:

## Yearly Measures: Year 3 (MY2027)

The third year will focus on implementing patient experience and Home and Community Based Services (HCBS) measures. E standard CAHPS [included in the required CMS Quality Rating System) and HCBS CAHPS measures are included.

All plans (MCOs, PIHPs, and PAHPs) are required to have a QRS publicly available by 2027.

	Measure	Program	Domain
CAHPS	How people rated their health plan	QRS	Patient Experience
CAHPS	Getting care quickly	QRS	
CAHPS	Getting needed care	QRS	
CAHPS	How well doctors communicate	QRS	
CAHPS	Health plan customer service	QRS	
HCBS CAHPS	Choosing the Services that Matter to You	HCBS	Patient Experience and Home and Community Based Services
	Community Inclusion and Empowerment		
	Transportation to Medical Appointments		
	Physical Safety		
	Personal Safety and Respect		
	Staff are Reliable and Helpful		
	Staff Listen and Communicate Well		
	Unmet Needs Composite Measure		
MLTSS-1	Medicaid Managed Long-Term Services and Supports Comprehensive Assessment and Update	MLTSS	
MLTSS-2	Medicaid Managed Long-Term Services and Supports Comprehensive Care Plan and Update	MLTSS	

- Internally to HW – Various projects are in the works related to improving practices such as a KATA (Quality improvement framework used at HW) on productivity, reviewing budgeted vacant positions to see if they are truly needed because vacant positions inflate our budget significantly, looking at the budget for the coming year FY2025 and getting HW budget to align with more accurate operating costs.

### **AUDIENCE PARTICIPATION**

There was no audience participation.

### **ADJOURNMENT**

There being no further business to come before the board, the meeting adjourned at 8:12 a.m.

Respectfully,

Cheryl Natte  
Program/Personnel Committee Chair

CN/hb

### ***PRELIMINARY MINUTES***

***To be approved at the Program/Personnel Committee Meeting on October 11, 2024***

**HEALTHWEST**  
**RECIPIENT RIGHTS ADVISORY COMMITTEE**  
**REPORT TO THE BOARD**

**via Thomas Hardy, Committee Chair**

1. The Recipient Rights Advisory Committee met on August 9, 2024.
- \* 2. It was recommended, and I move, to approve the minutes of the June 14, 2024 meeting as written.
- \* 3. It was recommended, and I move, to approve the Recipient Rights Reports for June 2024 / July 2024.

/hb

## HEALTHWEST

### RECIPIENT RIGHTS ADVISORY COMMITTEE MEETING MINUTES

Friday, August 9, 2024  
8:00 a.m.  
376 E. Apple Ave., Muskegon, MI 49442

#### CALL TO ORDER

The regular meeting of the Recipient Rights Advisory Committee was called to order by Chair Hardy at 8:13 a.m.

#### ROLL CALL

Members Present: Janet Thomas, Janice Hilleary, Tamara Madison, Cheryl Natte, Thomas Hardy

HealthWest Staff Present: Holly Brink, Rich Francisco, Brandy Carlson, Linda Wagner, Kristi Chittenden, Tasha Kuklewski, Justine Belvitch, Lakshmee Persuad, Brittani Duff, Christy LaDronka, Suzanne Beckeman, Stephanie Baskin, Melina Barrett

Guest Present: Kristen Wade, John Weerstra

#### APPROVAL OF MINUTES

It was moved by Ms. Thomas, seconded by Ms. Hilleary, to approve the minutes of the June 14, 2024 meeting as written.

**MOTION CARRIED.**

#### ITEMS FOR CONSIDERATION

##### **A. Motion to Accept Recipient Rights Reports for June 2024 / July 2024**

It was moved by Ms. Hilleary, seconded by Ms. Thomas, to approve the Recipient Rights Reports for June 2024 / July 2024.

**MOTION CARRIED.**

For the months of June 2024 / July 2024, there were 87 HealthWest and 44 provider employees trained:

Rights Updates HealthWest	74
Rights Updates Provider	1
New Employee Training HealthWest/Contracted	13
New Employee Training Provider	36
Rights Updates HGA Employees	7

For the months of June 2024 / July 2024 there were 530 incident reports and 27 rights allegations.

Statistical data showing type and code was provided in the enclosed report.

There were a total of 6 deaths reported in June 2024 / July 2024.



### **OLD BUSINESS**

There was no old business.

### **NEW BUSINESS**

There was no new business.

### **COMMUNICATIONS**

Recipient Rights Officer, Linda Wagner, provided training on Rights Versus Privilege.

### **DIRECTOR'S COMMENTS**

There was no Director's Comments.

### **AUDIENCE PARTICIPATION / PUBLIC COMMENT**

There was no audience participation.

### **ADJOURNMENT**

There being no further business to come before the committee, the meeting adjourned at 8:34 a.m.

Respectfully,

Thomas Hardy  
HealthWest Rights Advisory Committee Chair

TH/hb

***PRELIMINARY MINUTES  
To be approved at the Rights Advisory Committee Meeting of  
October 11, 2024***

**HEALTHWEST****FINANCE COMMITTEE REPORT TO THE BOARD****via Janet Thomas, Committee Vice Chair**

1. The Finance Committee met on August 16, 2024.
- \* 2. It was recommended, and I move to approve the minutes of the July 19, 2024, meeting as written.
- \* 3. It was recommended, and I move to approve expenditures for the month of June 2024, in the total amount of \$8,975,525.84.
- \* 4. It was recommended, and I move to approve the HealthWest Executive Director to sign a contract with Kalamazoo Probation Enhancement Program (KPEP) for SUD outpatient services effective October 1, 2024 through September 30, 2024. The Funding is within the approved SUD budget of \$7,035,144.00.
- \* 5. It was recommended, and I move to approve the HealthWest Board of Director adding Guardian Trac LLC, and Stuart Wilson, CPA, PC under the Outpatient budget of \$7,558,082.00 for October 1, 2023, through September 30, 2024.
- \* 6. It was recommended, and I move to approve the HealthWest Board of Directors to contract with GenStar Insurance Service, LLC for Professional Liability Insurance, at a cost not to exceed \$79,591.25, effective August 7, 2024, through August 7, 2025.
- \* 7. It was recommended, and I move to approve the attached FY2024 HealthWest Fee Schedule effective September 1, 2024.
- \* 8. It was recommended, and I move to approve the HealthWest FY2024 Budget Amendment in the amount of \$118,912,197 for both revenues and expenditures.
- \* 9. It was recommended, and I move to approve the HealthWest FY2025 Budget Amendment in the amount of \$97,711, 477 for both revenues and expenditures.
- \* 10. It was recommended, and I move to approve the HealthWest Board of Directors to approve the FY25 budgets for the five Provider Network categories, effective October 1, 2024.

/hb

## HEALTHWEST

### FINANCE COMMITTEE MEETING MINUTES

**August 16, 2024**

**8:00 a.m.**

#### CALL TO ORDER

The regular meeting of the Finance Committee was called to order by Committee Vice Chair Thomas at 8:00a.m.

#### ROLL CALL

Committee Members Present: Janet Thomas, Thomas Hardy, Commissioner Marcia Hovey-Wright, Remington Sprague, M.D.

Committee Members Absent: Commissioner Charles Nash, Jeff Fortenbacher

Also Present: Rich Francisco, Holly Brink, Gina Post, Brandy Carlson, John Weerstra, Melina Barrett, Christy LaDronka, Jackie Farrar, Kristi Chittenden, Jason Bates, Linda Wagner, Gina Kim, Justine Belvitch, Jennifer Stewart, Gary Ridley, Mickey Wallace

Guests Present: Angela Gasiewski, Kari Whitman

#### MINUTES

It was moved by Mr. Hardy seconded by Commissioner Hovey-Wright, to approve the minutes of the July 19, 2024, meeting as written.

**MOTION CARRIED**

#### ITEMS FOR CONSIDERATION

A. Approval of Expenditures for June 2024

It was moved by Mr. Hardy, seconded by Commissioner Hovey-Wright, to approve expenditures for the month of June 2024, in the total amount of \$8,975,525.84.

**MOTION CARRIED**

B. Monthly Report from the Chief Financial Officer

Ms. Carlson, Chief Financial Officer, presented the June report, noting an overall cash balance of \$8,301,876.03 as of June 30, 2024.

C. Finance Update Memorandum

Ms. Carlson, Chief Financial Officer, presented the Finance Update Memorandum for the Board review.

D. Authorization to Approve Contract with Kalamazoo Probation Enhancement Program

It was moved by Dr. Sprague, seconded by Commissioner Hovey-Wright to approve the HealthWest Executive Director to sign a contract with Kalamazoo Probation Enhancement Program (KPEP) for SUD outpatient services effective October 1, 2024 through September 30, 2024. The Funding is within the approved SUD budget of \$7,035,144.00

**MOTION CARRIED**

E. Authorization to Approve Additional FY2024 Contracts

It was moved by Commissioner Hovey-Wright, seconded by Mr. Hardy, to authorize the HealthWest Board of Director to approve adding Guardian Trac LLC, and Stuart Wilson, CPA, PC under the Outpatient budget of \$7,558,082.00 for October 1, 2023, through September 30, 2024

**MOTION CARRIED**

F. Authorization to Approve Contract with GenStar Insurance Service, LLC

It was moved by Mr. Hardy, seconded by Dr. Sprague, to authorize the HealthWest Board of Directors to contract with GenStar Insurance Service, LLC for Professional Liability Insurance, at a cost not to exceed \$79,591.25, effective August 7, 2024, through August 7, 2025.

**MOTION CARRIED**

G. Authorization to Approve FY2024 Fee Schedule

It was moved by Mr. Hardy, seconded by Dr. Sprague, to approve the attached FY2024 HealthWest Fee Schedule effective September 1, 2024.

**MOTION CARRIED**

H. Authorization to Approve HealthWest FY2024 Budget Amendment

It was moved by Mr. Hardy, seconded by Dr. Sprague, to approve the HealthWest FY2024 Budget Amendment in the amount of \$118,912,197 for both revenues and expenditures.

**MOTION CARRIED**

I. Authorization to Approve HealthWest FY2025 Budget Amendment

It was moved by Mr. Hardy, seconded by Commissioner Hovey-Wright, to approve the HealthWest FY2025 Budget Amendment in the amount of \$97,711, 477 for both revenues and expenditures.

**MOTION CARRIED**

J. Authorization to Approve FY2025 Provider Network Category Budgets

It was moved by Mr. Hardy, seconded by Commissioner Hovey-Wright, to approve the HealthWest Board of Directors to approve the FY25 budgets for the five Provider Network categories, effective October 1, 2024.

**MOTION CARRIED**

**OLD BUSINESS**

There was no old business.

**NEW BUSINESS**

There was no new business.

## **COMMUNICATIONS**

There was no communication.

## **DIRECTOR'S COMMENTS**

Rich Francisco, Executive Director HW

- LRE Contracts and CMHSP contracts are still being reviewed and are currently with our corporate compliance for review. For the CMHSP contract, our association has also reviewed and found no issues related to the contract and has advised the field to sign. The LRE contract has been updated and has been sent to the CMHSP for review. There is still quite a bit of discussion surrounding how to meet operational requirements of the contract which the CMHSP and LRE are discussing.
- I have instructed Brandy to proceed with a GF 236 transfer. Allegan will have a surplus, and HW will be in need of additional GF dollars to offset some of our GF overages. We are predicting about \$151k in GF but we also are seeing some deficits in the non-Medicaid CCBHC which can be covered by additional GF that we may receive from the field and local dollars.
- I have mentioned in several past board meetings and board committee meetings that we are delving into the cost per unit of service data, productivity numbers, and ongoing evaluation activities to review how efficiently we are delivering services. This will be ongoing for this year and is being completed in a variety of ways, such as using KATA, reviewing dashboards and altering practice and workflows as needed. Ultimately, our goal is to be able to provide more services with the funding we receive.

## **AUDIENCE PARTICIPATION**

There was no audience participation.

## **ADJOURNMENT**

There being no further business to come before the committee, the meeting adjourned at 8:33 a.m.

Respectfully,

Janet Thomas Vice Chair

/hb

**PRELIMINARY MINUTES**  
**To be approved at the Finance Meeting on**  
**September 20, 2024**

## REQUEST FOR HEALTHWEST BOARD CONSIDERATION AND AUTHORIZATION

<b>COMMITTEE</b> Full Board	<b>BUDGETED</b> X	<b>NON BUDGETED</b>	<b>PARTIALLY BUDGETED</b>
<b>REQUESTING DIVISION</b> Administration	<b>REQUEST DATE</b> August 23, 2024	<b>REQUESTOR SIGNATURE</b> Brandy Carlson, Chief Financial Officer	
<p><b><u>SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)</u></b></p> <p>HealthWest Board authorization is requested for the Chief Financial Officer to sign the contract between Michigan Department of Health and Human Services and HealthWest for Managed Mental Health Supports and Services for the period of October 1, 2024 through September 30, 2025.</p> <p>Below is a list of the items that have been updated for FY25: FY2025 GF-CMHSP_Contract Boilerplate—Part II Statement of Work</p> <ul style="list-style-type: none"> <li>Updated to include new section 6.5.3 Level of Care Utilization System (LOCUS) which outlines the requirement that the LOCUS assessment be used for all adults served by the CMHSP including all non-Medicaid adults unless otherwise indicated for transition-age youth.</li> <li>Updated to include new section 6.5.4 Michigan Child and Adolescent Needs and Strengths (MichiCANS) which outlines the requirement that the MichiCANS assessment be included in the assessment of all non-Medicaid children and youth unless otherwise indicator transition age youth.</li> </ul> <p>Updated Attachments include:</p> <ul style="list-style-type: none"> <li>DHHS FY24.11 v. 5 Children SED-IDD Technical Requirement (<b>Attachment A</b>)</li> <li>C6.5.1.1 CMHSP Reporting Requirements (<b>Attachment B</b>)</li> </ul>			
<p><b><u>SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)</u></b></p> <p>I move to authorize the HealthWest Chief Financial Officer to sign the contract between Michigan Department of Health and Human Services and HealthWest for Managed Mental Health Supports and Services for the period of October 1, 2024 through September 30, 2025.</p>			
<b>COMMITTEE DATE</b>	<b>COMMITTEE APPROVAL</b>		
	_____ Yes      _____ No      _____ Other		
<b>BOARD DATE</b>	<b>BOARD APPROVAL</b>		
August 23, 2024	_____ Yes      _____ No      _____ Other		

**TECHNICAL REQUIREMENT FOR INFANTS, TODDLERS, CHILDREN, YOUTH AND YOUNG ADULTS WITH SERIOUS EMOTIONAL DISTURBANCE (SED) AND INTELLECTUAL AND/OR DEVELOPMENTAL DISABILITIES (I/DD)**

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## **TECHNICAL REQUIREMENT FOR INFANTS, TODDLERS, CHILDREN, YOUTH AND YOUNG ADULTS WITH SERIOUS EMOTIONAL DISTURBANCE (SED) CHILDREN AND INTELLECTUAL AND/OR DEVELOPMENTAL DISABILITIES (I/DD)**

**REGARDING: 1) MEDICAID ELIGIBILITY CRITERIA FOR CHILDREN WITH SERIOUS EMOTIONAL DISTURBANCE (SED), AND/OR INTELLECTUAL AND/OR DEVELOPMENTAL DISABILITIES (I/DD), BIRTH TO TWENTY-ONE (21) YEARS OF AGE; AND 2) ESTABLISHING GENERAL FUND PRIORITY FOR MENTAL HEALTH SERVICES FOR CHILDREN WITH SED AND/OR I/DD, BIRTH TO EIGHTEEN (18) YEARS OF AGE.**

### **General Considerations:**

This requirement provides a framework to be used by Prepaid Inpatient Health Plans (PIHPs) for determining eligibility for Medicaid specialty mental health services for children with serious emotional disturbance (SED), and/or intellectual and/or developmental disabilities (I/DD) as well as Community Mental Health Services Programs (CMHSPs) for establishing general fund priority for mental health services to children with SED and/or I/DD according to the requirements of the Michigan Mental Health Code (Section 330.1208). The criteria framework for Medicaid eligibility and general fund priority for non-Medicaid children is based on the definitions of serious emotional disturbance and I/DD delineated in the Mental Health Code (Section 330.1100(a)(b)(d), which includes the three (3) dimensions of diagnosis, functional impairment, and duration. This document includes requirements related to Medicaid, General Fund (GF), and the Michigan Mental Health Code (MHC), which are to be applied to contractors as appropriate.

A key feature of the general fund and Medicaid priority framework in this Technical Requirement is that diagnosis alone is not sufficient to determine eligibility for Medicaid or general fund priority for specialty mental health services. This means that the practice of using a defined or limited set of diagnoses to determine Medicaid eligibility or general fund priority for services should cease.

The criteria outlined in this document is intended to:

- (1) Assist PIHPs and MHSPs in determining severity, complexity and duration that would indicate a need for specialty mental health services and supports for Medicaid children and non-Medicaid children (to establish priority for service) under the Michigan Mental Health Code.
- (2) Ensure uniformity to these decisions for children across the system.
- (3) Meet the requirements of Early and Periodic, Screening, Diagnostic and Treatment Program (EPSDT). Young children, youth and young adults meeting the criteria as outlined in this document are considered to have a serious emotional disturbance, as defined by the Mental Health Code.

### **Selection of Services**

For Medicaid children, once an eligibility determination has been made based on the criteria delineated in this document, selection of services is determined based on person-centered planning and family-driven, youth guided practice and medical necessity criteria. An elevated score on a standardized, validated Trauma Screen/Assessment appropriate for the age of the child/youth informs the selection of services and the discussion during the person-centered planning which uses a family driven, youth guided approach.

For Non-Medicaid children, once an eligibility determination has been made based on the criteria in this document, selection of services is determined based on priority of general funds and person-centered planning and family driven, youth guided practice.

### **Age Range**

Since Medicaid is utilized for children/youth, birth through 20 years of age (day before 21<sup>st</sup> birthday), criteria for young adults (18 through 20 years of age), has been included in this document. For the purposes of this document, EPSDT covers all Medicaid medically necessary behavioral health services, birth to 21 years of age. Children and youth may be required to enroll in a 1915(i) or 1915(c) program to receive certain specialty behavioral health services. Eligibility for the 1915(i) and 1915(c) are not included in this document.

In the January 15, 2016, MSA 16-01 Bulletin, the intent of EPSDT is defined as, “to provide necessary health care, diagnostic services, treatment, and other measures according to section 1905(a) and 1905(r) [42 U.S.C. 1396d] of the Social Security Act (1967) to correct or ameliorate defects and physical and mental illnesses and conditions whether or not such services are covered under the state plan. State Medicaid programs are required to provide for any services that are included within the mandatory and optional services that are determined to be medically necessary for children under 21 years of age.”

### **Definition of Serious Emotional Disturbance**

“Serious emotional disturbance” means a diagnosable mental, behavioral, or emotional disorder affecting a minor that exists or has existed during the past year for a period of time sufficient to meet diagnostic criteria specified in the most recent Diagnostic and Statistical Manual of Mental Disorders published by the American Psychiatric Association and approved by the department and that has resulted in functional impairment that substantially interferes with or limits the minor’s role or functioning in family, school, or community activities. The following disorders are included only if they occur in conjunction with another diagnosable serious emotional disturbance:

- (a) A substance use disorder.
- (b) A developmental disorder.
- (c) "V" codes in the Diagnostic and Statistical Manual of Mental Disorders.

### **Definition of Infant and Toddler with Serious Emotional Disturbance, Birth through 3 years (day before 4<sup>th</sup> birthday)**

Unique criteria must be applied to define serious emotional disturbance for the birth through age three population, given:

- the magnitude and speed of developmental changes through pregnancy and infancy and early childhood.
- the limited capacity of the very young to symptomatically present underlying disturbances.
- the extreme dependence of infants and toddlers upon caregivers for their survival and well-being; and
- the vulnerability of the very young to relationship and environmental factors.

Operationally, the above parameters dictate that the mental health professional must be cognizant of:

- the primary indicators of serious emotional disturbance in infants and toddlers, and
- the importance of assessing the constitutional/physiological and/or care-giving/environmental factors that reinforce the severity and intractability of the infant-toddler's disorder.

Furthermore, the rapid development of infants and toddlers results in transitory disorders and/or symptoms, requiring the professional to regularly re-assess the infant-toddler in the appropriate developmental context.

The access eligibility criteria delineated below do not preclude the provision of services to an adult beneficiary who is pregnant or a parent of an infant or toddler and who has a diagnosis within the current version of the Diagnostic and Statistical Manual of Mental Disorders (DSM) or International Classification of Diseases (ICD) that results in a care-giving environment that places the infant or toddler at high risk for serious emotional disturbance.

The following is the criteria for determining when an infant or toddler beneficiary is considered to have a serious emotional disturbance or is at high risk for serious emotional disturbance and qualifies for specialty mental health services and supports.

All of the dimensions must be considered when determining eligibility.

The infant/toddler shall meet each of the following:

#### Diagnosis

An infant or toddler has a mental, behavioral, or emotional disturbance sufficient to meet the diagnostic criteria specified in the most recent diagnostic and statistical manual of mental disorders published by the American Psychiatric Association consistent with the Diagnostic Classification of Mental Health and Developmental Disorders of Infancy and Early Childhood that has resulted in functional impairment as indicated below. The following disorders are included only if they occur in conjunction with another diagnosable serious emotional disturbance: (a) a substance use disorder, (b) a developmental disorder, or (c) "V" codes in the diagnostic and statistical manual of mental disorders.

### **Degree of Disability/Functional Impairment**

The required standardized tool specifically targeting social-emotional functioning for infants and toddlers is the MichiCANS. Functional impairment that substantially interferes with or limits the infant or toddler proficiency in performing developmentally appropriate skills is defined as meeting the following criteria on the MichiCANS Screener Birth through 5 years:

- At least one rating of 2 or 3 on any of the following Challenges Items: Impulsivity/Hyperactivity (36 mos. +), Depression, Anxiety, Oppositional Behavior (36 mos. +), Attachment Difficulties, Adjustment to Trauma, Regulatory, Atypical Behaviors or Aggression.
- **And**
  - At least one rating of 2 or 3 on any of the following items: Family Functioning, Social and Emotional Functioning, Early Care and Education, or Sleep (12 mos. +)
  - Or at least one rating of 2 or 3 on any of the following items: Failure to Thrive, Self-Harm (12 mos.+), Flight Risk/Bolting, or Cultural Stress (Caregiver Need)
  - Or at least one rating of 2 or 3 on any of the following Caregiver Items: Adjustment to Trauma, Mental Health, Caregiver Capacity, Supervision, Involvement with Care, Knowledge, or Safety.

In addition, the ***Devereaux Early Childhood Assessment*** (DECA) is required to specifically assess social-emotional functioning for infants and toddlers 1 month through 3 years (day before 4<sup>th</sup> birthday). Information obtained from the DECA will inform the MichiCANS.

Degree of disability/functional impairment may be evidenced by interference with, or limitation of, an infant or toddler's functioning and/or inability to obtain critical nurturing.

The following list includes examples of functional impairment. This is not an exhaustive list and decisions related to degree of disability/functional impairment should not be limited to the following examples.

#### **Area I:**

General and/or specific patterns of reoccurring behaviors or expressiveness indicating affect/modulation problems.

Indicators are:

- uncontrollable crying or screaming with difficulty calming with a familiar caregiver
- sleeping and eating disturbances

- disturbance (over or under expression) of affect, such as pleasure, displeasure, joy, anger, fear, curiosity, apathy toward environment and caregiver
- toddler has more difficulty with impulsivity and/or sustaining attention than same aged peers
- developmentally inappropriate aggressiveness or reckless behavior(s) toward others and/or toward self
- regression which may be a result of a trauma or other stressful life event (i.e., birth of a sibling, moving houses, death of a caregiver)
- behavior related to re-experiencing trauma, such as, numbing, or increased fearfulness.
  - sexualized behaviors inappropriate for developmental age

#### Area II:

Behavioral patterns coupled with sensory, sensory motor, or organizational processing difficulty (homeostasis concerns) that inhibit the infant or toddler's daily adaptation and relationships. Behavioral indicators are:

- a restricted range of exploration and assertiveness
- severe reaction to changes in routines
- tendency to be frightened and clinging in new situations
- lack of interest in interacting with objects, activities in their environment, or relating to others and infant or toddler appears to have one of the following reactions to sensory stimulation:
  - hyper-sensitivity (i.e., strong reaction to loud noises, bright lights, and/or tactile stimuli such as clothing)
  - hypo-sensitive/under-responsive (i.e., lack of reaction to prompting by parent/caregiver, need for increased motor stimulation)
  - sensory stimulating-seeking/impulsive (i.e., hitting self, pattern of seeking same textures or objects)

#### Area III:

Incapacity to obtain critical nurturing (often in the context of attachment-separation concerns), as determined through the assessment of infant/toddler, parent/caregiver, and environmental characteristics. Indicators in the infant or toddler are:

- does not meet developmental milestones (i.e., delayed motor, cognitive, social/emotional speech and language) due to lack of critical nurturing,
- has difficulty in relating and communicating,
- disorganized behaviors or play (i.e., parents/caregivers have difficulty making meaning out of the infant/toddler's play, inconsolable crying, difficulty in establishing routines)
- directs attachment behaviors non-selectively (does not show preference for parent/caregiver over unfamiliar adult),

- resists and avoids the caregiver(s) including childcare providers,
- developmentally inappropriate ability to comply with adult requests,
  - disturbed intensity of emotional expressiveness (anger, blandness or is apathetic) in the presence of a parent/caregiver:
    - who often interferes with infant's goals and desires,
    - dominates the infant or toddler through over-control,
    - does not reciprocate to the infant or toddler's gestures, and/or
    - whose anger, depression, or anxiety results in inconsistent parenting.

The parent/caregiver may be unable to provide critical nurturing and/or be responsive to the infant or toddler's needs due to diagnosed or undiagnosed peri-natal depression, other mental health concerns/conditions, is not able to provide consistent routine for infant/toddler, or there are concerns for safety within the home environment or living situation, etc.

### **Duration/History**

The very young age and rapid transition of infants and toddlers through developmental stages makes consistent symptomatology over time unlikely. However, indicators that a disorder is not transitory and will endure without intervention include one or more of the following:

- (1) The infant or toddler's disorder(s) is affected by persistent multiple barriers to normal development (inconsistent parenting or caregiving, chaotic environment, etc.); or
- (2) The infant or toddler has been observed to exhibit the functional impairments for more days than not for a minimum of two weeks (see Areas I-III above); or
- (3) An infant or toddler has experienced a traumatic event involving actual or threatened death or serious injury or threat to the physical or psychological integrity of the infant/toddler, parent or caregiver, such as abuse (physical, emotional, sexual), medical trauma, interpersonal violence and/or prolonged separation from parent/caregiver.

### **Definition of Young Child with Serious Emotional Disturbance, age 4 through 5 years (day before 6<sup>th</sup> birthday)**

For young children 4 through 5 (day prior to 6<sup>th</sup> birthday), decisions should utilize the following dimensions delineated below to determine whether a young child has a serious emotional disturbance and is in need of specialty mental health services and supports. The dimensions include:

- (1) a diagnosable behavioral or emotional disorder
- (2) functional impairment/limitation of major life activities; and
- (3) duration of condition.

However, as with infants and toddlers (birth through age 3), the assessment must be sensitive to the critical indicators of development and functional impairment for this age group. Impairments in functioning are revealed across life domains in the young child's regulation of emotion and behavior, social development (generalization of relationships beyond parents, capacity for peer relationships and play, etc.), physical and cognitive development, and the emergence of a sense of self. All of the dimensions must be considered when determining whether a young child is eligible for specialty mental health services and supports as a child with serious emotional disturbance.

The parameters delineated below do not preclude the provision of services to an adult beneficiary of a young child who is a parent and who has a diagnosis within the current version of the Diagnostic and Statistical Manual of Mental Disorders (DSM) or International Classification of Diseases (ICD) that results in a care-giving environment that places the child at-risk for serious emotional disturbance.

The following is the criteria for determining when a young child beneficiary is considered to have a serious emotional disturbance. All of the dimensions must be considered when determining whether a young child is specialty eligible for mental health services and supports.

The young child shall meet each of the following:

#### Diagnosis

A young child has a mental, behavioral, or emotional disturbance sufficient to meet diagnostic criteria specified in the most recent diagnostic and statistical manual of mental disorders published by the American Psychiatric Association and approved by the department that has resulted in functional impairment as explained below. The following disorders are included only if they occur in conjunction with another diagnosable serious emotional disturbance: (a) a substance use disorder, (b) a developmental disorder, or (c) "V" codes in the diagnostic and statistical manual of mental disorders.

#### Degree of Disability/Functional Impairment

The required standardized tool specifically targeting social-emotional functioning for young children 4 through 5 years (day prior to 6<sup>th</sup> birthday) is the MichiCANS. Functional impairment that substantially interferes with or limits a young child's proficiency in performing developmentally appropriate skills when compared to other young children of the same age, is defined as meeting the following criteria on the MichiCANS Screener Birth through 5 years:

- At least one rating of 2 or 3 on any of the following Challenges items: Impulsivity/Hyperactivity, Depression, Anxiety, Oppositional Behaviors, Attachment Difficulties, Adjustment to Trauma, Regulatory, Atypical Behaviors, or Aggression
- **And**
  - At least one rating of 2 or 3 on any of the following items: Family Functioning, Social and Emotional Functioning, Early Care and Education, or Sleep
  - Or at least one rating of 2 or 3 on any of the following items: Failure to Thrive, Self-Harm, Flight Risk/Bolting, or Cultural Stress (Caregiver Need)
  - Or at least one rating of 2 or 3 on any of the following Caregiver items: Adjustment to Trauma, Mental Health, Caregiver Capacity, Supervision, Involvement with Care, Knowledge, or Safety

In addition, the *Devereaux Early Childhood Assessment* (DECA) is required to specifically assess social-emotional functioning for young children 3 through 5. Information obtained from the DECA will inform the MichiCANS.

Degree of disability/functional impairment may be evidence by interference with or limitation of a young child's functioning and/or inability to obtain critical nurturing. The following are examples of functional impairment for this age range. This is not an exhaustive list and decisions related to degree of disability/functional impairment should not be limited to the following examples.

#### Area I:

Limited capacity for self-regulation, inability to control impulses, or modulate emotions as indicated by:

#### Internalized Behaviors:

- prolonged listlessness irritability or sadness
- inability to cope or intense distress with separation from primary caregiver (i.e., during routine separation, for example, during childcare or pre-school drop-off)
  - disturbance (over or under expression) of affect, such as pleasure, displeasure, joy, anger, fear, curiosity, apathy toward environment and caregiver
- shows inappropriate emotions for situation
- anxious or fearful
- cries a lot and cannot be consoled



- frequent nightmares
- makes negative self-statements that may include suicidal thoughts

Externalized Behaviors:

- frequent intense tantrums and/or low frustration tolerance
  - aggressiveness toward others, self, and animals and/or deliberately damages property
- severe reaction to changes in routine and/or inflexibility
- disorganized behaviors or play (i.e., parents/caregivers have difficulty making meaning out of the young child's play, inconsolable crying, difficulty in establishing routines)
- shows inappropriate emotions for situation
- reckless behavior
- danger to self, including self-mutilation
- impulsive or danger seeking and/or need for constant supervision
- sexualized behaviors inappropriate for developmental age
- developmentally inappropriate ability to comply with adult requests
- refuses to attend childcare and/or school
- deliberately damages property
- fire starting
- stealing

Difficulty with social relationships as indicated by:

- inability to engage in interactive play with peers
- frequent suspensions and/or expulsions from childcare/school, inability to maintain placements in childcare or other organized groups
- failure to display social values or empathy toward others
- threatens or intimidates others
- inability to engage in reciprocal communications
- directs attachment behaviors non-selectively (does not show preference for parent/caregiver over unfamiliar adult especially during time of stress or need)

Area II:

Physical symptoms, as indicated by behaviors that are not the result of a medical condition, include:

- bed wetting
- sleep disorders

- eating disorders
- encopresis
- somatic complaints

#### Area III:

Disturbances of thought, as indicated by the following behaviors:

- inability to distinguish between real and pretend
- difficulty with transitioning from self-centered to more reality-based thinking
- communication is disordered or bizarre
- repeats thoughts, ideas, or actions over and over
- absence of imaginative play or verbalizations commonly used by preschoolers to reduce anxiety or assert order/control on their environment

#### Area IV:

Care-giving or household factors that reinforce the severity or intractability of the childhood disorder and the need for intervention strategies such as:

- a chaotic household/constantly changing care-giving environments
- parental expectations are inappropriate considering the developmental age of the young child
- inconsistent parenting
- subjection to others' violent or otherwise harmful behavior
- over-protection of the young child
- parent/caregiver is insensitive, angry and/or resentful to the young child
- impairment in parental judgment or functioning (mental illness, domestic violence, substance use, etc.)
- failure to provide emotional support to a young child who has been abused or traumatized

The parent/caregiver may be unable to provide critical nurturing and/or be unresponsive to the young child's needs due to diagnosed or undiagnosed depression, other mental health concerns/conditions, is not able provide consistent routine for young child, or there are concerns for safety within the home environment or living situation, etc.

#### **Duration/History**

The young age and rapid transition of young children through developmental stages makes consistent symptomatology over a long period of time unlikely.

However, indicators that a disorder is not transitory and will endure without intervention include one or more of the following:

- (1) Evidence of two continuous months of symptomatology or
- (2) Three months of symptomatology/dysfunction in a six-month period; or
- (3) Conditions that are persistent in their expression and are not likely to change without intervention; or
- (4) A young child has experienced a traumatic event involving actual or threatened death or serious injury or threat to the physical or psychological integrity of the child, parent, or caregiver, such as abuse (physical, emotional, sexual), medical trauma and/or domestic interpersonal violence and/or prolonged separation from parent/caregiver.

#### Definition of Child with Serious Emotional Disturbance, age 6 through 17 years (day before 18<sup>th</sup> birthday)

The definition of SED for children 6 through 17 years detailed below is based on the Mental Health Code, Section 330.1100d. The parameters do not preclude the diagnosis of and the provision of services to an adult beneficiary who is a parent and who has diagnosis within the current version of the Diagnostic and Statistical Manual of Mental Disorders (DSM) or International Classification of Diseases (ICD) that results in a care-giving environment that places the child at-risk for serious emotional disturbance.

The following is the criteria for determining when a child 6 through 17 years is considered to have a serious emotional disturbance. All of the dimensions must be considered when determining whether a child is eligible for specialty mental health services and supports as a child with serious emotional disturbance.

The child shall meet each of the following:

#### **Diagnosis**

Serious emotional disturbance means a diagnosable mental, behavioral, or emotional disorder affecting a minor that exists or has existed during the past year for a period of time sufficient to meet diagnostic criteria specified in the most recent diagnostic and statistical manual of mental disorders published by the American Psychiatric Association and approved by the department and that has resulted in functional impairment as indicated below. The following disorders are included only if they occur in conjunction with another diagnosable serious emotional disturbance: (a) a substance use disorder, (b) a developmental disorder, or (c) "V" codes in the diagnostic and statistical manual of mental disorders.

#### **Degree of Disability/Functional Impairment**

The required standardized tool specifically targeting social-emotional functioning in children and youth ages 6 through 17 years (day before 18<sup>th</sup> birthday) is the MichiCANS. Functional impairment that substantially interferes with or limits the child or youth's role or results in impaired

functioning in family, school, or community activities is defined as meeting the following criteria on the MichiCANS Screener 6 through 20 (day prior to 21):

- **At least one** rating of 2 or 3 on any of the Behavioral/Emotional Needs items; Psychosis, Impulsivity/Hyperactivity, Depression, Anxiety, Oppositional Behavior, Conduct, Adjustment to Trauma, , Anger Control, Substance Use, or Eating Disturbance.
- **And**
  - At least a rating of 2 or 3 on any of the following Functioning Needs items: Family Functioning, Living Situation, Social Functioning, Legal (age 11+), Medical/Physical, Sleep, School or Job Functioning (age 16+) Decision Making or Caregiver Supervision;
  - Or **at least one** rating of 2 or 3 on any of the following Risk Behaviors: Suicide Risk, Non-suicidal self-injury (NSSI) Behavior, Other Self-Harm, Danger to Others, Problematic Sexual Behavior, Runaway, Victimization/Exploitation.

#### Duration/History

Evidence that the disorder exists or has existed during the past year for a period of time sufficient to meet diagnostic criteria specified in the most recent diagnostic and statistical manual of mental disorders published by the American Psychiatric Association.

Definition of Young Adults, Age 18 through 20 years (day before 21<sup>st</sup> birthday), with Serious Emotional Disturbance (SED) under Early and Periodic, Screening, Diagnosis and Treatment (EPSDT)

The young adult population ages 18 through 20 with SED served by the PIHP system requires a specialized and individualized approach to address their behavioral health needs during transition. The definition of SED in the Michigan Mental Health Code, which mirrors the federal definition, applies to minors. However, EPSDT services are required under federal and state policy to be offered to young adults up to 21 years of age. It is recommended that the SED criteria be utilized to determine eligibility for behavioral health services for young adults, ages 18 through 20 years.

In an effort to address the unique behavioral health needs of young adults ages 18 through 20, the following criteria is intended to for use in determining the most clinically appropriate, medically necessary specialty mental health service array for this young adult population. Parents and family are an integral part of the ongoing treatment team with consent of the young adult. The family driven youth guided approach begins to move towards youth and young adult driven and family involved.

#### Diagnosis

SED means a diagnosable mental, behavioral, or emotional disorder affecting a minor that exists or has existed during the past year for a period of time sufficient to meet diagnostic criteria specified in the most recent diagnostic and statistical manual of mental disorders published by the American Psychiatric Association and approved by the department and that has resulted in functional impairment as indicated below. The

following disorders are included only if they occur in conjunction with another diagnosable serious emotional disturbance: (a) a substance abuse disorder, (b) a developmental disorder, or (c) "V" codes in the diagnostic and statistical manual of mental disorders.

#### Degree of Disability/Functional Impairment

The required standardized tool specifically targeting the social-emotional functioning of young adults 18 through 20 (day prior to 21<sup>st</sup> birthday) is the MichiCANS. Functional impairment that substantially interferes with or limits the young adult's role or results in impaired functioning in family, school, or community activities or for those who are new or currently receiving PIHP/CMHSP service is defined as:

- **At least one** rating of 2 or 3 on any of the following Behavioral/Emotional Needs items: Psychosis, Impulsivity/Hyperactivity, Depression, Anxiety, Oppositional Behavior, Conduct, Adjustment to Trauma, Anger Control, Substance Use, or Eating Disturbance;
- **And**
- At least one rating of 2 or 3 on any of the following: Functioning Needs items: Family Functioning, Living Situation, Social Functioning, Legal, Medical/Physical, Sleep, School or Job Functioning, Decision Making, or Caregiver Supervision;
- Or at least one rating of 2 or 3 on any of the following Risk Behaviors: Suicide Risk, NSSI Behavior, Other Self-Harm, Danger to Others, Problematic Sexual Behavior, Runaway, or Victimization/Exploitation.

The young adult population is unique due to many factors and these need to be considered when determining functional impairment, medical necessity, and service array. Is the young adult:

- Involved in other transition systems (foster care, housing, legal involvement, alternative education and/or vocational rehabilitation services)?
- Lacking social and emotional skills to live independently?
- Displaying difficulty in gaining and/or maintaining employment?
- In need of connection to family/natural supports to maintain level of functioning?
- In need of connection to community supports in order to maintain their level of functioning?
- A parent themselves? If so, what best meets their service needs for themselves and their infant/toddler?

#### Duration/History

Evidence that the disorder exists or has existed during the past year for a period of time sufficient to meet diagnostic criteria specified in the most recent diagnostic and statistical manual of mental disorders published by the American Psychiatric Association.

### **Definition of individual with Developmental Disability**

"Developmental disability" means either of the following:

(a) If applied to an individual older than 5 years of age, a severe, chronic condition that meets **all** of the following requirements:

- (i) Is attributable to a mental or physical impairment or a combination of mental and physical impairments.
- (ii) Is manifested before the individual is 22 years old.
- (iii) Is likely to continue indefinitely.
- (iv) Results in substantial functional limitations in 3 or more of the following areas of major life activity:

- (A) Self-care.
- (B) Receptive and expressive language.
- (C) Learning.
- (D) Mobility.
- (E) Self-direction.
- (F) Capacity for independent living.
- (G) Economic self-sufficiency.

(v) Reflects the individual's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated.

(b) If applied to a minor from birth to 5 years of age, a substantial developmental delay or a specific congenital or acquired condition with a high probability of resulting in developmental disability as defined in subdivision (a) if services are not provided.

### **Definition of individual with Intellectual Disability**

"Intellectual disability" means a condition manifesting before the age of 18 years that is characterized by significantly subaverage intellectual functioning and related limitations in 2 or more adaptive skills and that is diagnosed based on the following assumptions:

- (a) Valid assessment considers cultural and linguistic diversity, as well as differences in communication and behavioral factors.
- (b) The existence of limitation in adaptive skills occurs within the context of community environments typical of the individual's age peers and is indexed to the individual's particular needs for support.
- (c) Specific adaptive skill limitations often coexist with strengths in other adaptive skills or other personal capabilities.

(d) With appropriate supports over a sustained period, the life functioning of the individual with an intellectual disability will generally improve.

Definition of an Infant, Toddler or Young Child with Developmental Delay including Intellectual Disability, Birth through 5 years (day before 6<sup>th</sup> birthday)

#### Diagnosis

A child has a substantial **developmental delay** or a specific congenital or acquired condition sufficient to meet the diagnostic criteria specified in the most recent diagnostic and statistical manual of mental disorders published by the American Psychiatric Association.

A child has an **intellectual disability** characterized by significantly subaverage intellectual functioning based on a standardized, valid intellectual assessment based on the beneficiary's age, considering cultural and linguistic diversity, as well as differences in communication and behavioral factors.

#### Degree of Functional Impairment

The required standardized tool used to identify Developmental Delay and/or Intellectual Disability for infants, toddlers, and young children birth through 5 is the MichiCANS. Functional impairment that interferes with or limits a young child's proficiency in performing developmentally appropriate tasks when compared to other infants, toddlers, and young children of the same age, is defined as meeting the following criteria on the MichiCANS Screener Birth through 5 years:

- At least one rating of 2' or '3' on the Developmental/Intellectual or Autism Spectrum item
- **And**
  - At least one rating of '2' or '3' on any of the following items: family functioning, social emotional functioning, early care and education, or sleep (12 mos. +)
  - Or at least one rating of 2 or 3 on any of the following items: Failure to Thrive, self-harm (12 mos. +), flight risk/bolting, or cultural stress (Caregiver Need)
  - Or at least one rating of 2 or 3 on any of the following caregiver items: Adjustment to Trauma, Mental Health, Caregiver Capacity, Supervision, Involvement with Care, Knowledge, or Safety.

A child or youth with an **intellectual disability** must have limitations in 2 or more adaptive skills in any of the following areas:

- Communication
- Self-care
- Home living
- Social skills
- Community use
- Self-direction
- Health and safety
- Functional academics
- Leisure
- Work

The following is a list of developmental milestones for functioning (ZTT, 2016). It is important to remember that the following table lists just some examples of general developmental milestones. While milestones can provide a general range of time when certain aspects of development may occur, every child develops at their own unique pace. **This is not an exhaustive list and decisions related to degree of disability/functional impairment should not be limited to the following milestones.**

Adaptive functioning may be evidence by any of the following, characterized by age:

By 3 Months

- Follows people and objects with eyes
- Loses interest or protests if activity does not change

By 6 Months

- Tracks moving objects with eyes from side to side
- Experiments with cause and effect (e.g., bangs spoon on table)
- Smiles and vocalizes in response to own face in mirror image
- Recognizes familiar people and things at a distance
- Demonstrates anticipation of certain routine activities (e.g., shows excitement in anticipation of being fed)

By 9 Months

- Mouths or bangs objects
- Tries to get objects that are out of reach
- Looks for things they see others hide (e.g., toy under a blanket)



#### By 12 Months

- Watches the path of something as it falls
- Has favorite objects (e.g., toys, blanket)
- Explores objects and how they work in multiple ways (e.g., mouthing, touching, dropping)
- Fills and dumps containers
- Plays with two objects at the same time

#### By 15 Months

- Imitates complex gestures (e.g., signing)
- Finds hidden objects easily
- Uses objects for their intended purpose (e.g., drinks from a cup, smooths hair with a brush)

#### By 18 months

- Enacts play sequences with objects according to their use (e.g., pushing a dump truck and emptying its cargo)
- Shows interest in a doll or stuffed animal
- Points to at least one body part
- Points to self when asked
- Plays simple pretend games (e.g., feeding a doll)
- Scribbles with crayon, marker, and so forth
- Turns pages of book
- Recognizes self in mirror

#### By 2 Years

- Finds things even when hidden under two or three covers or when hidden in one place and moved to another
- Begins to sort shapes and colors
- Completes sentences and rhymes from familiar books, stories, and songs
- Plays simple make-believe games (e.g., pretend meal)
- Builds towers of four or more blocks
- Follows two-step instructions (e.g., “Pick up your shoes and put them in the closet”)

#### By 3 Years

- Labels some colors correctly
- Plays thematic make-believe with objects, animals, and people
- Answers simple “Why” questions (e.g., “Why do we need a coat when it’s cold”)

outside?”)

- Shows awareness of skill limitations
- Understands “bigger” and “smaller”
- Understands concept of “two”
- Enacts complex behavioral routines observed in daily life of caregivers, siblings, and peers [cont.]
- Solves simple problems (e.g., obtains a desired object by opening a container)
- Attends to a story for 5 minutes
- Plays independently for 5 minutes

#### By 4 Years

- Names several colors and some numbers
- Counts to five
- Has rudimentary understanding of time
- Shares past experiences
- Remembers part of a story
- Engages in make-believe play with capacity to build and elaborate on play themes
- Connects actions and emotions
- Responds to questions that require understanding of “same” and “different”
- Draws a person with two to four body parts
- Understands that actions can influence others’ emotions (e.g., tries to make others laugh by telling a joke)
- Waits for turn in simple game
- Plays board or card games with simple rules
- Describes what is going to happen next in a book
- Talks about right and wrong

#### By 5 Years

- Counts to 10 or more things
- Tells stories with beginning, middle, and end
- Draws a person with at least six body parts
- Acknowledges own mistakes or misbehaviors and can apologize
- Distinguishes fantasy from reality most of the time
- Names four colors correctly

- Follows rules in simple games
- Knows functions of every day household objects (e.g., money, cooking utensils)
- Attends to group activity for 15 minutes (e.g., circle time, storytelling)

#### Duration/History

There is no duration/history requirement for an intellectual disability and/or developmental delay. A standardized, valid intellectual assessment should be administered every 3 years at a minimum, or sooner if changes in intellectual functioning are suspected.

The developmental disability is likely to continue indefinitely.

#### Definition of Child, Youth or Young Adult with Intellectual and/or Developmental Disability, age 6 through 20 years (day before 21st birthday)

##### Diagnosis

A child, youth, or young adult has an intellectual disability characterized by significantly subaverage intellectual functioning based on a standardized, valid intellectual assessment based on the beneficiary's age, considering cultural and linguistic diversity, as well as differences in communication and behavioral factors.

A child, youth, or young adult has a developmental disability characterized by a severe, chronic condition that is attributable to a mental or physical impairment or a combination of mental and physical impairments as specified in the most recent diagnostic and statistical manual of mental disorders published by the American Psychiatric Association

#### Degree of Disability/Functional Limitation

A child, youth, or young adult with an intellectual disability must have limitations in 2 or more adaptive skills in any of the following areas:

- Communication
- Self-care
- Home living
- Social skills
- Community use
- Self-direction
- Health and safety

- Functional academics
- Leisure
- Work

A child, youth, or young adult with a developmental disability must have substantial functional limitations in 3 or more of the following areas of major life activity:

- Self-care.
- Receptive and expressive language.
- Learning.
- Mobility.
- Self-direction.
- Capacity for independent living.
- Economic self-sufficiency.

The required standardized tool used to identify Intellectual and/or Developmental Disability for children, youth and young adults is the MichiCANS. Functional impairment that interferes with or limits a child, youth, or young adult's proficiency in performing developmentally appropriate tasks when compared to other children, youth, and young adults ages 6 through 20 years (day before 21) is defined as meeting the following criteria on the MichiCANS Screener through 20 years (day prior to 21<sup>st</sup> birthday):

- A rating of 2 or 3 on the Developmental/Intellectual or Autism Spectrum Disorder item
- **And**
  - At least one rating of 2 or 3 on any of the following Functioning Needs items: Family Functioning, Living Situation, Social Functioning, Legal (age 11+), Medical/Physical, Sleep, School or Job Functioning (age 16+), Decision Making or Caregiver Supervision.
  - Or at least one rating of 2 or 3 on any of the following Risk Behaviors: Suicide Risk, NSSI Behavior, Other Self Harm, Danger to Others, Problematic Sexual Behavior, Runaway, or Victimization/Exploitation

#### Duration/History

There is no duration/history requirement for an intellectual disability. A standardized, valid intellectual assessment should be administered every 3 years at a minimum, or sooner if changes in intellectual functioning are suspected.

The developmental disability is likely to continue indefinitely.

## MDHHS/CMHSP Managed Mental Health Supports and Services Contract: Attachment C6.5.1.1

**MDHHS/CMHSP MANAGED SPECIALTY SUPPORTS AND SERVICES CONTRACT  
REPORTING REQUIREMENTS**

**Effective 10/1/23**

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## **MDHHS/CMHSP MANAGED SPECIALTY SUPPORTS AND SERVICES CONTRACT REPORTING REQUIREMENTS**

### ***Introduction***

The Michigan Department of Health and Human Services reporting requirements for the FY2024 Master contract with pre-paid inpatient health plans (PIHPs) are contained in this attachment. The requirements include the data definitions and dates for submission of reports on Medicaid beneficiaries for whom the PIHP is responsible: persons with mental illness and persons with developmental disabilities served by mental health programs; and persons with substance use disorders served by the mental health programs. These requirements do not cover Medicaid beneficiaries who receive their mental health benefit through the Medicaid Health Plans, and with whom the CMHSPs and PIHPs may contract (or subcontract with an entity that contracts with the Medicaid Health Plans) to provide the mental health benefit.

Companions to the requirements in this attachment are

- “Supplemental Instructions for Encounter and Quality Improvement Data Submissions” which contains clarifications, value ranges, and edit parameters for the encounter and quality improvement (demographic) data, as well as examples that will assist PIHP staff in preparing data for submission to MDHHS.
- Mental Health Code list that contains the Medicaid covered services as well as services that may be paid by general fund and the CPT and HCPCs codes that MDHHS and EDIT have assigned to them.
- Cost per code instructions that contain instructions on use of modifiers; the acceptable activities that may be reflected in the cost of each procedure; and whether an activity needs to be face-to-face in order to count.
- “Establishing Managed Care Administrative Costs” that provides instructions on what managed care functions should be included in the allocation of expenditures to managed care administration
- “Michigan’s Mission-Based Performance Indicator System, Version 6.0” is a codebook with instructions on what data to collect for, and how to calculate and report, performance indicators

These documents are posted on the MDHHS web site and are periodically updated when federal or state requirements change, or when in consultation with representatives of the public mental health system it deemed necessary to make corrections or clarifications. Question and answer documents are also produced from time to time and posted on the web site.

Collection of each element contained in the master contract attachment is required. Data reporting must be received **by 5 p.m. on the due dates** (where applicable) in the acceptable format(s) and by the MDHHS staff identified in the instructions. Failure to meet this standard will result in contract action.

The reporting of the data by PIHPs described within these requirements meets several purposes at MDHHS including:

- Legislative boilerplate annual reporting and semi-annual updates
- Managed Care Contract Management
- System Performance Improvement
- Statewide Planning
- Centers for Medicare and Medicaid (CMS) reporting
- Actuarial activities

Individual consumer level data received at MDHHS is kept confidential and published reports will display only aggregate data. Only a limited number of MDHHS staff members have access to the database that contains social security numbers, income level, and diagnosis, for example. Individual level data will be provided back to the agency that submitted the data for encounter data validation and improvement. This sharing of individual level data is permitted under the HIPAA Privacy Rules, Health Care Operations.

In order to comply with MCL 330.1206, contractors are required to ensure good faith effort is put forward in working to keep BH Customer Relationship Management System (CRM) crisis and access service information up to date while coordinating access to crisis care with MiCAL. MDHHS will share mental health and substance use disorder crisis care information in real time to the public. Contractors are expected to report issues or errors to MDHHS-BH-CRM@michigan.gov.

### FINANCIAL PLANNING, REPORTING AND SETTLEMENT

The CMHSP shall provide the financial reports to MDHHS as listed below. Forms and instructions are posted to the MDHHS website address at: [http://www.michigan.gov/MDHHS/0,1607,7-132-2941\\_38765---,00.html](http://www.michigan.gov/MDHHS/0,1607,7-132-2941_38765---,00.html)

Submit completed reports electronically (Excel or Word) to: [MDHHS-BHDDA-Contracts-MGMT@michigan.gov](mailto:MDHHS-BHDDA-Contracts-MGMT@michigan.gov) except for reports noted in table below.

<u>Due Date</u>	<u>Report Title</u>	<u>Report Frequency</u>	<u>Report Period</u>
1/31/2024	1Q Special Fund Account – Section 226a, PA of the MHC	Quarterly (Use standalone form)	October 1 to December 31
4/01/2024	Special Education to Community Transition Data Tracking Report	Annually	October 1 to September 30 Submit reports to: <a href="mailto:MDHHS-CPI-Section@michigan.gov">MDHHS-CPI-Section@michigan.gov</a>
4/30/2024	2Q Special Fund Account – Section 226a, PA of the MHC	Quarterly (Use standalone form)	October 1 to March 31
5/31/2024	Mid-Year Status Report	Mid-Year	October 1 to March 31
6/30/2024	Semi-annual Recipient Rights Data Report	Mid-Year	October 1 to March 31. Section I only. See section “Recipient Rights Data Report” for additional information in this attachment.
8/15/2024	CMHSP FSR Bundle – All Non-Medicaid,	Projection (Use tab in FSR Bundle)	October 1 to September 30
	<ul style="list-style-type: none"> <li>State Services Utilization, Reconciliation &amp; Cash Analysis</li> </ul>	Projection (Use tab in FSR Bundle)	October 1 to September 30
	<ul style="list-style-type: none"> <li>General Fund Contract Settlement Worksheet</li> </ul>	Projection (Use tab in FSR Bundle)	October 1 to September 30
	<ul style="list-style-type: none"> <li>General Fund Reconciliation and Cash Settlement</li> </ul>	Projection (Use tab in FSR Bundle)	October 1 to September 30

## MDHHS/CMHSP Managed Mental Health Supports and Services Contract: Attachment C6.5.1.1

	<ul style="list-style-type: none"> <li>Special Fund Account – Section 226a, PA of the MHC</li> </ul>	Projection (Use tab in FSR Bundle)	October 1 to September 30
9/15/24	Guardian Reimbursement Distribution Report	Annually	June 30, 2023 to July 1, 2024
10/1/2024	General Fund – Year End Accrual Schedule	Final	October 1 to September 30
FY24 Monthly	PASARR Agreement Monthly Billing	Monthly	Only one (1) bill will be considered for payment per month, and should be submitted for payment to the DEPARTMENT within forty-five (45) days after the end of the month in which the service was provided, except for the September bill which shall be submitted within fifteen (15) days after the end of the month.

11/10/2024	CMHSP FSR Bundle – All Non-Medicaid,	Interim (Use tab in FSR Bundle)	October 1 to September 30
	<ul style="list-style-type: none"> <li>State Services Utilization, Reconciliation &amp; Cash Analysis</li> </ul>	Interim (Use tab in FSR Bundle)	October 1 to September 30
	<ul style="list-style-type: none"> <li>Special Fund Account – Section 226a, PA of the MHC</li> </ul>	Interim (Use tab in FSR Bundle)	October 1 to September 30
	<ul style="list-style-type: none"> <li>General Fund Contract Settlement Worksheet</li> </ul>	Interim (Use tab in FSR Bundle)	October 1 to September 30
	<ul style="list-style-type: none"> <li>General Fund Reconciliation and Cash Settlement</li> </ul>	Interim (Use tab in FSR Bundle)	October 1 to September 30
	<ul style="list-style-type: none"> <li>Special Fund Account – Section 226a, PA of the MHC</li> </ul>	Interim (Use tab in FSR Bundle)	October 1 to September 30
11/10/2024	Categorical Funding – Multi-cultural Annual Report	Annually	October 1 to September 30
12/15/2024	DHHS Incentive Payment Narrative Report	Annually	October 1 to September 30
12/30/2024	Annual Recipient Rights Data Report	Annually	October 1 to September 30. Sections I, II, III & IV. See section “Recipient Rights Data Report” for additional information in this attachment.
1/31/2025	Annual Report on Fraud and Abuse Complaints	Annually	October 1 to September 30
2/28/2025	CMHSP FSR Bundle – All Non-Medicaid	Final (Use tab in FSR Bundle)	October 1 to September 30
	<ul style="list-style-type: none"> <li>State Services Utilization, Reconciliation &amp; Cash Analysis</li> </ul>	Final (Use tab in FSR Bundle)	October 1 to September 30
	<ul style="list-style-type: none"> <li>Special Fund Account – Section 226a, PA of the MHC</li> </ul>	Final (Use tab in FSR Bundle)	October 1 to September 30



## MDHHS/CMHSP Managed Mental Health Supports and Services Contract: Attachment C6.5.1.1

	<ul style="list-style-type: none"> <li>General Fund Reconciliation and Cash Settlement</li> </ul>	Final (Use tab in FSR Bundle)	October 1 to September 30
	<ul style="list-style-type: none"> <li>General Fund Contract Settlement Worksheet</li> </ul>	Final (Use tab in FSR Bundle)	October 1 to September 30
	<ul style="list-style-type: none"> <li>Special Fund Account – Section 226a, PA of the MHC</li> </ul>	Final (Use tab in FSR Bundle)	October 1 to September 30
2/28/2025	Sub-Element Cost Report	Annually	See Attachment 6.5.1.1 Submit report to: <a href="mailto:QMPMeasures@michigan.gov">QMPMeasures@michigan.gov</a>
2/28/2025	Annual Submission Requirement Form – Estimated FTE Equivalents	Annually	For the fiscal year ending September 30, 2024
2/28/2025	Annual Submission Requirement Form – Requests for Services and Disposition of Requests	Annually	For the fiscal year ending September 30, 2024
2/28/2025	Annual Submission Requirement Form – Waiting List	Annually	For the fiscal year ending September 30, 2024
2/28/2025	Annual Submission Requirement Form – Community Needs Assessment	Annually	For the fiscal year ending September 30, 2024
2/28/2025	Executive Administrative Expenditures Survey for Sec. 904(2)(k)	Annually	October 1 to September 30, 2024
30 days after receipt, but no later than June 30, 2024	Annual Audit Report, Management Letter, and CMHSP Response to the Management Letter.	Annually	October 1 to September 30 <sup>th</sup> Submit reports to: <a href="mailto:MDHHS-AuditReports@michigan.gov">MDHHS-AuditReports@michigan.gov</a>
30 days after receipt, but no later than June 30, 2024	Compliance exam and plan of correction	Annually	October 1 to September 30 <sup>th</sup> Submit reports to: <a href="mailto:MDHHS-AuditReports@michigan.gov">MDHHS-AuditReports@michigan.gov</a>
Monthly / On Request / Routinely	BH CRM MH and SUD Crisis and Access Service information	Ongoing	Customer Relationship Management (CRM) System  <u>Technical Difficulties:</u> <a href="mailto:MDHHS-BH-CRM@michigan.gov">MDHHS-BH-CRM@michigan.gov</a>

**FY 2024 DATA REPORT DUE DATES**

	Nov 23	Dec	Jan 24	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec 24	Jan 25
<b>1. Consumer level**</b> Demographic BHTEDS (monthly) <sup>1</sup> b. Encounter (monthly) <sup>1</sup>	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√
<b>2.PIHP level</b> a. Medicaid Utilization and Net Cost Report: annually) <sup>2</sup>				√											
b. Performance indicators (quarterly) <sup>2</sup>					√			√			√			√	
c. Consumer Satisfaction (annually) <sup>2</sup>										√					
d. Critical incidents (monthly) <sup>3</sup>															

**NOTES:**

1. Send data to MDHHS MIS via DEG
2. Send data to MDHHS, Behavioral Health & Developmental Disabilities Administration, Division of Quality Management and Planning
3. Web-based reporting. See instructions on MDHHS web site at: [www.michigan.gov/dhhs](http://www.michigan.gov/dhhs) Click on “Reporting Requirements”

\*\*Consumer level data must be submitted immediately within 30 days following adjudication of claims for services provided, or in cases where claims are not part of the PIHP’s business practices within 30 days following the end of the month in which services were delivered.

PIHP level reports are due at **5 p.m. on the last day of the month** checked

## **BEHAVIORAL HEALTH TREATMENT EPISODE DATA SET (BH-TEDS) COLLECTION/RECORDING AND REPORTING REQUIREMENTS**

Technical specifications-- including file formats, error descriptions, edit/error criteria, and explanatory materials on record submission are located on MDHHS's website at:

[http://www.michigan.gov/mdhhs/0,4612,7-132-2941\\_38765---,00.html](http://www.michigan.gov/mdhhs/0,4612,7-132-2941_38765---,00.html)

Reporting covered by these specifications includes the following:

**-BH -TEDS Start Records (due monthly)**

**-BH-TEDS Discharge/Update/End Records (due monthly)**

### **A. Basis of Data Reporting**

The basis for data reporting policies for Michigan behavioral health includes:

1. Federal funding awarded to Michigan through the Combined SABG/MHBG Behavioral Health federal block grant.
2. SAMHSA's Behavioral Health Services Information Systems (BHSIS) award agreement administered through Synectics Management, Inc that awards MDHHS a contracted amount of funding if the data meet minimum timeliness, completeness and accuracy standards
3. Legislative boilerplate annual reporting and semi-annual updates

### **B. Policies and Requirements Regarding Data**

BH-TEDS Data reporting will encompass Behavioral Health services provided to persons supported in whole or in part with MDHHS-administered funds.

#### **Policy:**

Reporting is required for all persons whose services are paid in whole or in part with state administered funds regardless of the type of co-pay or shared funding arrangement made for the services.

For purposes of MDHHS reporting, an admission, or start, is defined as the formal acceptance of a client into behavioral health services. An admission or start has occurred if and only if the person begins receiving behavioral health services.

1. Data definitions, coding and instructions issued by MDHHS apply as written. Where a conflict or difference exists between MDHHS definitions and information developed by the PIHP or locally contracted data system consultants, the MDHHS definitions are to be used.

2. All SUD data collected and recorded on BH-TEDS shall be reported using the proper Michigan Department of Licensing and Regulatory Affairs (LARA) substance abuse services site license number. LARA license numbers are the primary basis for recording and reporting data to MDHHS at the program level.
3. There must be a unique Person identifier assigned and reported. It must be 11 characters in length, and alphanumeric. This same number is to be used to report data for BH-TEDS and encounters for the individual within the PIHP. It is recommended that a method be established by the PIHP and funded programs to ensure that each individual is assigned the same identification number regardless of how many times he/she enters services in any program in the region, and that the client number be assigned to only one individual.
4. Any changes or corrections made at the PIHP on forms or records submitted by the program must be made on the corresponding forms and appropriate records maintained by the program. Each PIHP and its programs shall establish a process for making necessary edits and corrections to ensure identical records. The PIHP is responsible for making sure records at the state level are also corrected via submission of change records in data uploads.
5. PIHPs must make corrections to all records that are submitted but fail to pass the error checking routine. All records that receive an error code are placed in an error master file and are not included in the analytical database. Unless acted upon, they remain in the error file and are not removed by MDHHS.
6. The PIHP is responsible for generating each month's data upload to MDHHS consistent with established protocols and procedures. Monthly data uploads must be received by MDHHS via the DEG no later than the last day of the following month.
7. The PIHP must communicate data collection, recording and reporting requirements to local providers as part of the contractual documentation. PIHPs may not add to or modify any of the above to conflict with or substantively affect State policy and expectations as contained herein.
8. Statements of MDHHS policy, clarifications, modifications, or additional requirements may be necessary and warranted. Documentation shall be forwarded accordingly.

**Method for submission:** BH-TEDS data are to be submitted in a fixed length format, per the file specifications.

**Due dates:** BH-TEDS data are due monthly. The PIHP is responsible for generating each month's data upload to MDHHS consistent with established protocols and procedures. Monthly data uploads must be received by MDHHS via the DEG no later than the last day of the following month.

**Who to report:** The PIHP must report BH-TEDS data for all individuals with mental health, intellectual/developmental disabilities, and substance use disorders who receive services funded in whole or in part with MDHHS-administered funding. PIHPs participating in the Medicare/Medicaid integration project are not to report BH-TEDS records for beneficiaries for

whom the PIHP's financial responsibility is to a non-contracted provider during the 180-day continuity of care.

## PROXY MEASURES FOR PEOPLE WITH DEVELOPMENTAL DISABILITIES

For FY23, the CMHSPs are required to report a limited set of data items in the Quality Improvement (QI) file for consumers with an intellectual or developmental disability. The required items and instructions are shown below. Detailed file specifications are (will be) available on the MDHHS web site.

**Instructions:** *The following elements are proxy measures for people with developmental disabilities. The information is obtained from the individual's record and/or observation. Complete when an individual begins receiving public mental health services for the first time and update at least annually. Information can be gathered as part of the person-centered planning process.*

*For purposes of these data elements, when the term "support" is used, it means support from a paid or un-paid person or technological support needed to enable the individual to achieve his/her desired future. The kinds of support a person might need are:*

- *"Limited" means the person can complete approximately 75% or more of the activity without support and the caregiver provides support for approximately 25% or less of the activity.*
- *"Moderate" means the person can complete approximately 50% of the activity and the caregiver supports the other 50%.*
- *"Extensive" means the person can complete approximately 25% of the activity and relies on the caregiver to support 75% of the activity.*
- *"Total" means the person is unable to complete the activity and the caregiver is providing 100% support.*

**Fields marked with an asterisk \* cannot be blank or the file will be rejected.**

*	<b>Reporting Period (REPORTPD)</b> The last day of the month in which the consumer data is being updated. Report year, month, day: yyyyymmdd.
*	<b>PIHP Payer Identification Number (PIHPID)</b> The MDHHS-assigned 7-digit payer identification number must be used to identify the PIHP with all data transmissions.
*	<b>CMHSP Payer Identification Number (CMHID)</b> The MDHHS-assigned 7-digit payer identification number must be used to identify the CMHSP with all data transmissions.
*	<b>Consumer Unique ID (CONID)</b> A numeric or alphanumeric code, of 11 characters that enables the consumer and related services to be identified and data to be reliably associated with the consumer across all of the PIHP's services. The identifier should be established at the PIHP level so agency level

or sub-program level services can be aggregated across all program services for the individual. The consumer's unique ID must not be changed once established since it is used to track individuals, and to link to their encounter data over time. **A single shared unique identifier must match the identifier used in 837 encounter for each consumer.**

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***Social Security Number (SSNO)***

The nine-digit integer must be recorded, if available.

Blank = Unreported [Leave nine blanks]

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***Medicaid ID Number (MCIDNO)***

Enter the ten-digit integer for consumers with a Medicaid number.

Blank = Unreported [Leave ten blanks]

**MIChild Number (CIN)**

Blank = Unreported [Leave ten blanks]

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***\*Disability Designation***

**\*Developmental disability** (Individual meets the Mental Health Code Definition of Developmental Disability regardless of whether or not they receive services from the I/DD or MI services arrays) **(DD)**

1 = Yes

2 = No

3 = Not evaluated

**\*Mental Illness or Serious Emotional Disturbance** individual has been evaluated and/or individual has a DSM MI diagnosis, exclusive of intellectual disability, developmental disability, or substance abuse disorder OR the individual has a Serious Emotional Disturbance.

1 = Yes

2 = No

3 = Not evaluated

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***Gender (GENDER)***

Identify consumer as male or female.

M = Male

F = Female

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***Date of birth (DOB)***

Date of Birth - Year, month, and day of birth must be recorded in that order. Report in a string of eight characters, no punctuation: YYYYMMDD using leading zeros for days and months when the number is less than 10. For example, January 1, 1945 would be reported as 19450101.

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***Predominant Communication Style (People with developmental disabilities only)***

**(COMTYPE) 95% completeness and accuracy required**

Indicate from the list below how the individual communicates **most of the time**:

- 1 = English language spoken by the individual
- 2 = Assistive technology used (includes computer, other electronic devices) or symbols such as Bliss board, or other “low tech” communication devices.
- 3 = Interpreter used - this includes a foreign language or American Sign Language (ASL) interpreter, or someone who knows the individual well enough to interpret speech or behavior.
- 4 = Alternative language used - this includes a foreign language, or sign language without an interpreter.
- 5 = Non-language forms of communication used – gestures, vocalizations or behavior.
- 6 = No ability to communicate
- Blank = Missing

***Ability to Make Self Understood (People with developmental disabilities only) (EXPRESS)***

**95% completeness and accuracy required.**

Ability to communicate needs, both verbal and non-verbal, to family, friends, or staff

- 1 = Always Understood – Expresses self without difficulty
- 2 = Usually Understood – Difficulty communicating BUT if given time and/or familiarity can be understood, little or no prompting required
- 3 = Often Understood – Difficulty communicating AND prompting usually required
- 4 = Sometimes Understood - Ability is limited to making concrete requests or understood only by a very limited number of people
- 5 = Rarely or Never Understood – Understanding is limited to interpretation of very person-specific sounds or body language

Blank = Missing

***Support with Mobility (People with developmental disabilities only) (MOBILITY) 95%***

**completeness and accuracy required**

- 1 = Independent - Able to walk (with or without an assistive device) or propel wheelchair and move about
- 2 = Guidance/Limited Support - Able to walk (with or without an assistive device) or propel wheelchair and move about with guidance, prompting, reminders, stand by support, or with limited physical support.
- 3 = Moderate Support - May walk very short distances with support but uses wheelchair as primary method of mobility, needs moderate physical support to transfer, move the chair, and/or shift positions in chair or bed
- 4 = Extensive Support - Uses wheelchair exclusively, needs extensive support to transfer, move the wheelchair, and/or shift positions in chair or bed
- 5 = Total Support - Uses wheelchair with total support to transfer, move the wheelchair, and/or shift positions or may be unable to sit in a wheelchair; needs total support to shift positions throughout the day

Blank = Missing

***Mode of Nutritional Intake (People with developmental disabilities only) (INTAKE) 95%***

**completeness and accuracy required**

- 1 = Normal – Swallows all types of foods

- 2 = Modified independent – e.g., liquid is sipped, takes limited solid food, need for modification may be unknown
- 3 = Requires diet modification to swallow solid food – e.g., mechanical diet (e.g., purée, minced) or only able to ingest specific foods
- 4 = Requires modification to swallow liquids – e.g., thickened liquids
- 5 = Can swallow only puréed solids AND thickened liquids
- 6 = Combined oral and parenteral or tube feeding
- 7 = Enteral feeding into stomach – e.g., G-tube or PEG tube
- 8 = Enteral feeding into jejunum – e.g., J-tube or PEG-J tube
- 9 = Parenteral feeding only—Includes all types of parenteral feedings, such as total parenteral nutrition (TPN)
- Blank = Missing

***Support with Personal Care (People with developmental disabilities only) (PERSONAL) 95% completeness and accuracy required.***

Ability to complete personal care, including bathing, toileting, hygiene, dressing and grooming tasks, including the amount of help required by another person to assist. This measure is an overall estimation of the person's ability in the category of personal care. If the person requires guidance only for all tasks but bathing, where he or she needs extensive support, score a "2" to reflect the overall average ability. The person may or may not use assistive devices like shower or commode chairs, long-handled brushes, etc. Note: assistance with medication should NOT be included.

- 1 = Independent - Able to complete all personal care tasks without physical support
- 2 = Guidance/Limited Support - Able to perform personal care tasks with guidance, prompting, reminding or with limited physical support for less than 25% of the activity
- 3 = Moderate Physical Support - Able to perform personal care tasks with moderate support of another person
- 4 = Extensive Support - Able to perform personal care tasks with extensive support of another person
- 5 = Total Support – Requires full support of another person to complete personal care tasks (unable to participate in tasks)
- Blank = Missing

***Relationships (People with developmental disabilities only) (RELATION) 95% completeness and accuracy required***

Indicate whether or not the individual has "natural supports" defined as persons outside of the mental health system involved in his/her life who provide emotional support or companionship.

- 1 = Extensive involvement, such as daily emotional support/companionship
- 2 = Moderate involvement, such as several times a month up to several times a week
- 3 = Limited involvement, such as intermittent or up to once a month
- 4 = Involved in planning or decision-making, but does not provide emotional support/companionship
- 5 = No involvement
- Blank = Missing

***Status of Family/Friend Support System (People with developmental disabilities only) (SUPPSYS) 95% completeness and accuracy required***



Indicate whether current (unpaid) family/friend caregiver status is at risk in the next 12 months; including instances of caregiver disability/illness, aging, and/or re-location. “At risk” means caregiver will likely be unable to continue providing the current level of help, or will cease providing help altogether but no plan for replacing the caregiver’s help is in place.

1 = Care giver status is not at risk

2 = Care giver is likely to reduce current level of help provided

3 = Care giver is likely to cease providing help altogether

4 = Family/friends do not currently provide care

5 = Information unavailable

Blank = Missing

***Support for Accommodating Challenging Behaviors (People with developmental disabilities only) (BEHAV) 95% completeness and accuracy required***

Indicate the level of support the individual needs, if any, to accommodate challenging behaviors. “Challenging behaviors” include those that are self-injurious, or place others at risk of harm. (Support includes direct line of sight supervision)

1 = No challenging behaviors, or no support needed

2 = Limited Support, such as support up to once a month

3 = Moderate Support, such as support once a week

4 = Extensive Support, such as support several times a week

5 = Total Support – Intermittent, such as support once or twice a day

6 = Total Support – Continuous, such as full-time support

Blank = Missing

***Presence of a Behavior Plan (People with developmental disabilities only) (PLAN) 95% accuracy and completeness required***

Indicate the presence of a behavior plan during the past 12 months.

1 = No Behavior Plan

2 = Positive Behavior Support Plan or Behavior Treatment Plan without restrictive and/or intrusive techniques requiring review by the Behavior Treatment Plan Review Committee

3 = Behavior Treatment Plan with restrictive and/or intrusive techniques requiring review by the Behavior Treatment Plan Review Committee

Blank = Missing

***Use of Psychotropic Medications (People with developmental disabilities only) 95% accuracy and completeness required***

Fill in the number of anti-psychotic and other psychotropic medications the individual is prescribed. See the codebook for further definition of “anti-psychotic” and “other psychotropic” and a list of the most common medications.

51.1: Number of Anti-Psychotic Medications (AP) \_\_\_\_

Blank = Missing

51.2: Number of Other Psychotropic Medications (OTHPSYCH) \_\_\_\_

Blank = Missing

***Major Mental Illness (MMI) Diagnosis (People with developmental disabilities only) 95% accuracy and completeness required***

This measure identifies major mental illnesses characterized by psychotic symptoms or

severe affective symptoms. Indicate whether or not the individual has one or more of the following major mental illness diagnoses: Schizophrenia, Schizophreniform Disorder, or Schizoaffective Disorder (ICD code 295.xx); Delusional Disorder (ICD code 297.1); Psychotic Disorder NOS (ICD code 298.9); Psychotic Disorder due to a general medical condition (ICD codes 293.81 or 293.82); Dementia with delusions (ICD code 294.42); Bipolar I Disorder (ICD codes 296.0x, 296.4x, 296.5x, 296.6x, or 296.7); or Major Depressive Disorder (ICD codes 296.2x and 296.3x). The ICD code must match the codes provided above. Note: Any digit or no digit at all, may be substituted for each “x” in the codes.

1 = One or more MMI diagnosis present

2 = No MMI diagnosis present

Blank = Missing

## CHAMPS BEHAVIORAL HEALTH REGISTRY FILE

**Purpose:** In the past basic consumer information from the QI (MH) and TEDS (SUD) files were sent to CHAMPS to be used as a validation that the consumer being reported in the Encounters is a valid consumer for the reporting PIHP. With QI eventually being phased out during FY16 and TEDS ending on 9/30/2015, BHTEDS will be replacing them both beginning 10/1/2015. To use BHTEDS to create the CHAMPS validation file would be difficult as there would be three different types of records – mental health, substance use disorder and co-occurring.

**Requirement:** To simplify the process of creating this validation file, BHDDA is introducing a new file called the Behavioral Health Registry file. For this file, PIHPs are required to report five fields of data with only three being required. The required fields are: PIHP Submitter ID, Consumer ID and Begin Date (date less than or equal to first Date of Service reported in Encounters.) The following two fields will only be reported if the consumer has either: Medicaid ID and MICHild ID.

The file specifications and error logic for the Registry are (will be) available on the MDHHS web site at: [http://www.michigan.gov/mdhhs/0,4612,7-132-2941\\_38765---,00.html](http://www.michigan.gov/mdhhs/0,4612,7-132-2941_38765---,00.html) Submissions of the BH Registry file by CHAMPS will be ready by 10/1/2015.

### Data Record

Record Format: rc1041.0 6									
Element #	Data Element Name	Picture	Usage	Format	From	To	Validated	Required	Definition
1	Submitter ID	Char(4)	4		1	4	Yes	Yes	Service Bureau ID (DEG Mailbox ID)
2	Consumer ID	Char(11)	11		5	15	No	Yes	Unique Consumer ID
3	Medicaid ID	Char(10)	10		16	25	Yes	Conditional	Must present on file if available.

<b>Record Format: rc1041.0 6</b>									
<b>Element #</b>	<b>Data Element Name</b>	<b>Picture</b>	<b>Usage</b>	<b>Format</b>	<b>From</b>	<b>To</b>	<b>Validated</b>	<b>Required</b>	<b>Definition</b>
4	MICChild ID	Char(10)	10		26	35	Yes	Conditional	MICHILD ID [CIN] Must present on file if available.
5	Begin Date	Date	8	YYYYMMDD	36	43	Yes	Yes	

**ENCOUNTERS PER MENTAL HEALTH, DEVELOPMENTAL DISABILITY, AND  
SUBSTANCE ABUSE BENEFICIARY  
DATA REPORT**

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**Due dates:** Encounter data are due within 30 days following adjudication of the claim for the service provided, or in the case of a PIHP whose business practices do not include claims payment, within 30 days following the end of the month in which services were delivered. It is expected that encounter data reported will reflect services for which providers were paid (paid claims), third party reimbursed, and/or any services provided directly by the PIHP. Submit the encounter data for an individual on any claims adjudicated, regardless of whether there are still other claims outstanding for the individual for the month in which service was provided. In order that the department can use the encounter data for its federal and state reporting, it must have the count of units of service provided to each consumer during the fiscal year. Therefore, the encounter data for the fiscal year must be reconciled within 90 days of the end of the fiscal year. Claims for the fiscal year that are not yet adjudicated by the end of that period, should be reported as encounters with a monetary amount of "0." Once claims have been adjudicated, a replacement encounter must be submitted.

**Who to Report:** The CMHSP must report the encounter data for all mental health and developmental disabilities (MH/DD) Medicaid beneficiaries in its entire service area for all services provided under MDHHS benefit plans. The PIHP must report the encounter data for all substance use disorder Medicaid beneficiaries in its service area. Encounter data is collected and reported for every beneficiary for which a claim was adjudicated or service rendered during the month by the PIHP (directly or via contract) regardless of payment source or funding stream. PIHP's and CMHSPs that contract with another PIHP or CMHSP to provide mental health services should include that consumer in the encounter data set. In those cases the PIHP or CMHSP that provides the service via a contract should not report the consumer in this data set. Likewise, PIHPs or CMHSPs that contract directly with a Medicaid Health Plan, or sub-contract via another entity that contracts with a Medicaid Health Plan to provide the Medicaid mental health outpatient benefit, should not report the consumer in this data set.

The Health Insurance Portability and Accountability Act (HIPAA) mandates that all consumer level data reported after October 16, 2002, must be compliant with the transaction standards. A summary of the relevant requirements is:

- Encounter data (service use) is to be submitted electronically on a Health Care Claim 5010 as appropriate.
- The encounter requires a small set of specific demographic data: gender, diagnosis, Medicaid number, race, and social security number, and name of the consumer.
- Information about the encounter such as provider name and identification number, place of service, and amount paid for the service is required.
- The 837 includes a "header" and "trailer" that allows it to be uploaded to the CHAMPS system.
- Every behavioral health encounter record must have a corresponding Behavioral Health Registry record reported prior to the submission of the Encounter. Failure to report both an encounter record and a registry record for a consumer receiving services will result in

the encounter being rejected by the CHAMPS system.

The information on HIPAA contained in this contract relates only to the data that MDHHS is requiring for its own monitoring and/or reporting purposes and does not address all aspects of the HIPAA transaction standards with which PIHPs must comply for other business partners (e.g., providers submitting claims, or third party payers). Further information is available at [www.michigan.gov/MDHHS](http://www.michigan.gov/MDHHS).

Data that is uploaded to CHAMPS must follow the HIPAA-prescribed formats for encounter data. The 837/5010 includes header and trailer information that identifies the sender and receiver and the type of information being submitted. If data does not follow the formats, entire files could be rejected by the electronic system.

HIPAA also requires that procedure codes, revenue codes and modifiers approved by the CMS be used for reporting encounters. Those codes are found in the Current Procedural Terminology (CPT) Manual, Fifth Edition, published by the American Medical Associations, the Health Care Financing Administration Common Procedure Coding System (HCPCS), the National Drug Codes (NDC), the Code on Dental Procedures and Nomenclature (CDPN), the International Classification of Diseases, Ninth Revision, Clinical Modification (ICD-9-CM), ICD-10 and the Michigan Uniform Billing Manual. The procedure codes in these coding systems require standard units that must be used in reporting on the 837/5010.

MDHHS has produced a code list of covered Medicaid specialty and Habilitation Supports waiver supports and services names (as found in the Medicaid Provider Manual) and the CPT or HCPCS codes/service definition/units as soon as the majority of mental health services have been assigned CPT or HCPCS codes. This code list is available on the MDHHS web site.

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The following elements reported on the 837/ 5010 encounter format will be used by MDHHS Quality Management and Planning Division for its federal and state reporting, the Contracts Management Section and the state's actuary. The items with an \*\* are required by HIPAA, and when they are absent will result in rejection of a file. Items with an \*\* must have 100% of values recorded within the acceptable range of values. Failure to meet accuracy standards on these items will result in contract action.

Refer to HIPAA 837 transaction implementation guides for exact location of the elements. Please consult the HIPAA implementation guides, and clarification documents (on MDHHS's web site) for additional elements required of all 837/5010 encounter formats. The Supplemental Instructions contain field formats and specific instructions on how to submit encounter level data.

**\*\*1.a. *PIHP Plan Identification Number (PIHPID) or PIHP CA Function ID***

The MDHHS-assigned 7-digit payer identification number must be used to identify the PIHP with all data transactions.

**1.b. *CMHSP Plan Identification Number (CMHID)***

The MDHHS-assigned 7-digit payer identification number must be used to identify the CMHSP with all mental health and/or developmental disabilities transactions.

**\*\*2. *Identification Code/Subscriber Primary Identifier (please see the details in the submitter's manual)***

Ten-digit Medicaid number must be entered for a **Medicaid, or MICHild** beneficiary.

If the consumer is not a beneficiary, enter the nine-digit **Social Security** number.

If consumer has neither a Medicaid number nor a Social Security number, enter the unique identification number assigned by the CMHSP or **CONID**.

**\*\*3. Identification Code/Other Subscriber Primary Identifier (please see the details in the submitter's manual)**

Enter the consumer's unique identification number (**CONID**) assigned by the CMHSP **regardless** of whether it has been used above.

**\*\*4. Date of birth**

Enter the date of birth of the beneficiary/consumer.

**\*\*5. Diagnosis**

Enter the ICD-10 primary diagnosis of the consumer.

**\*\*6. EPSDT**

Enter the specified code indicating the child was referred for specialty services by the EPSDT screening.

**\*\*7. Encounter Data Identifier**

Enter specified code indicating this file is an encounter file.

**\*\*8. Line Counter Assigned Number**

A number that uniquely identifies each of up to 50 service lines per claim.

**\*\*9. Procedure Code**

Enter procedure code from code list for service/support provided. The code list is located on the MDHHS web site.

**\*10. Procedure Modifier Code**

Enter modifiers as required for Habilitation Supports Waiver services provided to enrollees; for Autism Benefit services; for Community Living Supports and Personal Care levels of need; for Nursing Home Monitoring; and for evidence-based practices. See Costing per Code List.

**\*11. Monetary Amount (effective 10/1/13):**

Enter the charge amount, paid amount, adjustment amount (if applicable), and adjustment code in claim information and service lines. (See Instructions for Reporting Financial Fields in Encounter Data at <http://www.michigan.gov/mdhhs/0,4612,7-132-2941---,00.html> Click on Reporting Requirements)

**\*\*12. Quantity of Service**

Enter the number of units of service provided according to the unit code type. **Only whole numbers should be reported.**

**13. Place of Service Code**

Enter the specified code for where the service was provided, such as an office, inpatient hospital, etc. (See PIHP/CMHSP Encounter Reporting HCPCS and Revenue Codes Chart at <http://www.michigan.gov/mdhhs/0,4612,7-132-2941---,00.html> [Click on Reporting](#))

[Requirements, then the codes chart](#)

**14. *Diagnosis Code Pointer***

Points to the diagnosis code at the claim level that is relevant to the service.

**\*\*15. *Date Time Period***

Enter date of service provided (how this is reported depends on whether the Professional, or the Institutional format is used)

**\*\*16. *Billing Provider Name***

Enter the name of the Billing Provider for all encounters. (See Instructions for Reporting Financial Fields in Encounter Data at [www.michigan.gov/mdhhs/bhdda](http://www.michigan.gov/mdhhs/bhdda). Click on Reporting Requirements). If the Billing Provider is a specialized licensed residential facility also report the LARA license facility number (See Instructions for Reporting Specialized Residential Facility Details at [www.michigan.gov/mdhhs/bhdda](http://www.michigan.gov/mdhhs/bhdda). Click on Reporting Requirements).

**\*\*17. *Rendering Provider Name***

Enter the name of the Rendering Provider when different from the Billing Provider (See Instructions for Reporting Financial Fields in Encounter Data at [www.michigan.gov/mdhhs/bhdda](http://www.michigan.gov/mdhhs/bhdda). Click on Reporting Requirements)

**18. *Facility Location of the Specialized Residential Facility***

In instances in which the specialized licensed residential facility is not the Billing Provider, report the name, address, NPI (if applicable) and LARA license of the facility in the Facility Location (2310C loop). (See Instructions for Reporting Specialized Residential Facility Details at [www.michigan.gov/mdhhs/bhdda](http://www.michigan.gov/mdhhs/bhdda). Click on Reporting Requirements)

**\*\*19. *Provider National Provider Identifier (NPI), Employer Identification Number (EIN) or Social Security Number (SSN)***

Enter the appropriate identification number for the Billing Provider, and as applicable, the Rendering Provider. (See Instructions for Reporting Financial Fields in Encounter Data at [www.michigan.gov/mdhhs/bhdda](http://www.michigan.gov/mdhhs/bhdda). Click on Reporting Requirements)

## **SUB-ELEMENT COST REPORT**

This report provides the total service data necessary for MDHHS management of CMHSP contracts and reporting to the Legislature. The data set reflects and describes the support activity provided to or on behalf of all consumers receiving services from the CMHSP **regardless of funding stream** (Medicaid, general fund, grant funds, private pay, third party pay, autism, contracts). The format is presented by procedure code, beginning with facility services reported by revenue code. Most of the activity reported here will also have been reported in the encounter data system. Refer to the PIHP/CMHSP Encounter Reporting Costing per Code and Code Chart on the MDHHS web site for a crosswalk between services and the appropriate codes.

Instructions and reporting templates can be found at:

[http://www.michigan.gov/MDHHS/0,4612,7-132-2941\\_38765---,00.html](http://www.michigan.gov/MDHHS/0,4612,7-132-2941_38765---,00.html)

## **CMHSP GENERAL FUND COST REPORT**

This report provides the general fund cost and service data necessary for MDHHS management of CMHSP contracts. The data set of cases, units and costs reflects and describes the support activity provided to or on behalf of all uninsured and underinsured consumers receiving services from the CMHSP paid with general funds. This report also includes information on consumers who are enrolled in a benefit plan (-e.g., Medicaid, or Children's Waiver) but who are also receiving a general fund-covered service like family friend respite or state inpatient, or are on spend-down and receiving some of their services funded by general fund. The format is presented by procedure code, beginning with facility services reported by revenue code. Most of the activity reported here will also have been reported in the encounter data system. Refer to the PIHP/CMHSP Encounter Reporting Costing per Code and Code Chart on the MDHHS web site for a crosswalk between services and the appropriate codes.

Instructions and reporting templates can be found at:

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**MICHIGAN MISSION-BASED PERFORMANCE INDICATOR SYSTEM  
FOR CMHSPS**

Per the Federal Requirements 42 CFR Subpart E – Quality Measurement and Improvement; External Quality Review, MDHHS requires that all CMHSPs report on the MMBPIS measures. The MMBPIS measures address the domains of access, efficiency and outcomes outlined in the federal requirements. The reporting requirements can be found on the Michigan Department of Health and Human Services website at [Reporting Requirements \(michigan.gov\)](#). Effective FY25, reporting is required to PIHPs only, not to MDHHS.

## STATE LEVEL DATA COLLECTION

### **Consumer Satisfaction Survey: Adults with Serious Mental Illness & Children with Serious Emotional Disturbance**

- An annual survey using MHSIP 44 items for adults with MI and substance use disorder, and MHSIP Youth and Family survey for families of children with SED will be conducted. Surveys are available on the MHSIP web site and have been translated into several languages. See [www.mhsip.org/surveylink.htm](http://www.mhsip.org/surveylink.htm)
- The PIHPs will conduct the survey in the month of May for all people (regardless of medical assistance eligibility) currently receiving services in specific programs.
- Programs to be selected annually by QIC based on volume of units, expenditures, complaints and site review information.
- The raw data is due August 31st to MDHHS each year on an Excel template to be provided by MDHHS.

### **CRITICAL INCIDENT REPORTING**

PIHPs will report the following events, except Suicide, within 60 days after the end of the month in which the event occurred for individuals actively receiving services, with individual level data on consumer ID, event date, and event type:

- **Suicide** for any individual actively receiving services at the time of death, and any who have received emergency services within 30 days prior to death. Once it has been determined whether or not a death was suicide, the suicide must be reported within 30 days after the end of the month in which the death was determined. If 90 calendar days have elapsed without a determination of cause of death, the PIHP must submit a “best judgment” determination of whether the death was a suicide. In this event the time frame described in “a” above shall be followed, with the submission due within 30 days after the end of the month in which this “best judgment” determination occurred.
- **Non-suicide death** for individuals who were actively receiving services and were living in a Specialized Residential facility (per Administrative Rule R330.1801-09) or in a Child-Caring institution; or were receiving community living supports, supports coordination, targeted case management, ACT, Home-based, Wraparound, Habilitation Supports Waiver, SED waiver or Children’s Waiver services. If reporting is delayed because the PIHP is determining whether the death was due to suicide, the submission is due within 30 days after the end of the month in which the PIHP determined the death was not due to suicide.
- **Emergency Medical treatment due to Injury or Medication Error** for people who at the time of the event were actively receiving services and were living in a Specialized Residential facility (per Administrative Rule R330.1801-09) or in a Child-Caring institution; or were receiving either Habilitation Supports Waiver services, SED Waiver services or Children’s Waiver services.
- **Hospitalization due to Injury or Medication Error** for individuals who at the time of the event were actively receiving services and were living in a Specialized Residential facility (per Administrative Rule R330.1801-09) or in a Child-Caring institution; or receiving Habilitation Supports Waiver services, SED Waiver services, or Children’s Waiver services.
- **Arrest of Consumer** for individuals who at the time of the event were actively receiving services and were living in a Specialized Residential facility (per Administrative Rule R330.1801-09) or in a Child-Caring institution; or receiving Habilitation Supports Waiver services, SED Waiver services, or Children’s Waiver services.

**Methodology and instructions for reporting are posted on the MDHHS web site at [www.michigan.gov/MDHHS](http://www.michigan.gov/MDHHS). Click on Mental Health and Substance Abuse, then “Reporting Requirements”**

## **RECIPIENT RIGHTS DATA REPORTING REQUIREMENTS**

### **I. Background/Regulatory Overview**

The Michigan Mental Health Code requires each CMHSP and licensed hospital to provide complaint data to MDHHS-ORR [MCL 330.1755(5)(i) and MCL 330.1755(6)]. MDHHS-ORR is required to review the submitted data [MCL 330.1754(6)(l)] and submit the data to the MDHHS Director and State Legislature [MCL330.1754(6)(o)]. This requirement establishes how complaint data are reported to MDHHS-ORR.

Additionally, MCL.330.1232a(6) requires MDHHS-ORR conduct an on-site review of each CMHSP's recipient rights system to ensure compliance with standards every three years. This requirement describes the process for providing necessary data and documentation to facilitate these reviews.

### **II. Recipient Rights Data Reports**

- A. The CMHSP will submit an aggregated data report on the current status of recipient rights in the CMHSP system and a review of the operations of the Office of Recipient Rights on a semi-annual basis.
- B. MDHHS-ORR will provide a tool that must be utilized to report required data.
- C. The report must be complete and provide an accurate aggregation of data collected at the CMHSP.
- D. The Semi-Annual Report
  - 1. The Semi-Annual Report covers complaint data for the period of October 1 through March 31.
  - 2. The Semi-Annual Report is due to MDHHS-ORR by June 30.
- E. The Annual Report
  - 1. The Annual Report is a comprehensive report on the status of rights protection at the agency for the period of October 1 through September 30.
  - 2. The Annual Report is due to MDHHS-ORR by December 30.

### **III. CMHSP Triennial On-Site Assessments**

- A. MDHHS-ORR will provide notice to all CMHSPs of the reporting requirements and assessment dates for on-site assessments to be conducted during the year by January 31.
- B. The CMHSP-ORR to be assessed must provide requested data to MDHHS-ORR no later than 30 business days prior to the start date of the assessment. MDHHS-ORR will provide the tool that must be utilized to report required data. Data to be provided will include, at a minimum:
  - 1. The recipient rights complaint log for the three-year period prior to the start date of the assessment (redacting the names of complainants and recipients);
  - 2. Complete information (dates of visits, remedial action requested, and results of plans of correction) regarding all visits to service sites for the three-year period prior to the start date of the assessment;
  - 3. Dates of hire and dates of recipient rights new hire training for all CMHSP employees and employees of contracted providers hired during the three-year period prior to the start date of the assessment;
  - 4. One signed, current contract for each type of service provided:
    - a. Residential providers
    - b. Other service providers
    - c. Inpatient psychiatric units (include an out of state contract if applicable)
    - d. Professional staff (psychiatrists, OTs, PTs, etc.)

5. Training materials used in Recipient Rights training.
  6. The completed ORR Policy Review Standards document, identifying the name and number of the policy as well as the page numbers where policy elements are located.
- C. At the time of the on-site visit the CMHSP will provide the following information:
1. Agency organizational chart.
  2. Job descriptions for staff of the ORR.
  3. A list of Recipient Rights Advisory Committee (RRAC) members and a separate list of categories represented on the RRAC.
  4. Minutes of the RRAC for the three-year period prior to the start date of the assessment.
  5. Informational packets/brochures provided to the public, recipients, or family members. (Include any poster which identifies the Rights Officer/Advisors and the means of contacting them).
  6. Documentation using the tool provided by MDHHS-ORR for all site monitoring activities for the period covered will be submitted in preparation for the on-site assessment.
  7. Access to policies/procedures of any service providers allowed by contract to develop their own policies.
  8. Access to all records documenting the completion of recipient rights training for CMHSP employees and employees of contracted providers hired during the three-year period prior to the start date of the assessment.
  9. Access to all records documenting the completion of approved training received by Recipient Rights Office staff for the three-year period prior to the start date of the assessment.
- D. Review of the recipient rights policies and rights system of each licensed hospital under contract with the community mental health services program to ensure that the rights protection system is in compliance with this act and is of a uniformly high standard pursuant to MCL 330.1755(1)(g) is the responsibility of the State Office of Recipient Rights.

Agreement #: {ctrl\_no}

**Grant Agreement Between**  
**{dept\_name}Services**  
**hereinafter referred to as the "Department" or "MDHHS"**  
**and**  
**{agency\_name}**  
**{add\_line\_1}**  
**{add\_line\_2}**  
**Federal I.D.#: {fed\_id}, Unique Entity Identifier: {uei\_no}**  
**hereinafter referred to as the "Grantee" or "CMHSP"**  
**for**  
**{pgm\_desc}**

**1. Period of Agreement:**

This Agreement will commence on the date of the Grantee's signature or {start\_dt}, whichever is later, and continue through {end\_dt}. No service will be provided and no costs to the state will be incurred prior to {start\_dt} or the effective date of the Agreement, whichever is later. Through the Agreement, the date of the Grantee's signature or {start\_dt}, whichever is later, will be referred to as the start date. This Agreement is in full force and effect for the period specified.

**2. Program Budget and Agreement Amount:****A. Agreement Amount:**

Total funding available for managed mental health supports and services is identified in the annual Legislative Appropriation for community mental health services programs. Payment to the CMHSP will be paid based on the funding amount specified in Part II, Section 7.0 of this contract. The value of this contract is contingent upon and subject to enactment of legislative appropriations and availability of funds.

The terms and conditions of this contract are those included in: (a) Part I: Contractual Services Terms and Conditions; (b) Part II: Statement of Work; and (c) all Attachments as specified in Parts I and II of the contract.

The Agreement is designated as a:

☒ Subrecipient relationship (federal funding); or  
☐ Recipient (non-federal funding).

The Agreement is designated as:

☐ Research and development project; or  
☒ Not a research and development project.

3. **Grantee's Financial Contact for the Agreement:**

The financial contact acting on behalf of the Grantee for this Agreement is:

Name	Title
E-Mail Address	Telephone No.

4. **Special Certification:**

The individuals signing this Agreement certify by their signatures that they are authorized to sign this Agreement on behalf of the organization specified.

5. **Signature Section:**

**FOR the GRANTEE**  
**CMH Services of Muskegon County**

07/29/2024

Name	Title	Date
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**For the Michigan Department of Health and Human Services**

Christine H. Sanches	07/29/2024
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Christine H. Sanches, Director Bureau of Grants and Purchasing	Date
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**Definitions/Explanation of Terms**

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**Part I**  
**Contractual Services Terms and Conditions**

**1.0 Purpose**

The Michigan Department of Health & Human Services (MDHHS), hereby enters into a contract with the CMHSP identified on the signature page of this contract. The purpose of this contract is to obtain the services of the CMHSP to manage and provide a comprehensive array of mental health services and supports as indicated in this contract.

**2.0 Issuing Office**

This contract is issued by the Michigan Department of Health & Human Services (MDHHS). The MDHHS is the sole point of contact regarding all procurement and contractual matters relating to the services described herein. MDHHS is the only entity authorized to change, modify, amend, clarify, or otherwise alter the specifications, terms, and conditions of this contract. Inquiries and requests concerning the terms and conditions of this contract, including requests for amendment, shall be directed by the CMHSP to the attention of the Director of MDHHS's Behavioral and Physical Health and Aging Services Administration and by the MDHHS to the contracting organization's Executive Director.

**3.0 Contract Administrator**

The person named below is authorized to administer the contract on a day-to-day basis during the term of the contract. However, administration of this contract implies no authority to modify, amend, or otherwise alter the payment methodology, terms, conditions, and specifications of the contract. That authority is retained by the Department of Health & Human Services, subject to applicable provisions of this Agreement regarding modifications, amendments, extensions or augmentations of the contract (Section 16.0). The Contract Administrator for this project is:

Kristen Jordan, Director  
Bureau of Specialty Behavioral Health Services  
Behavioral and Physical Health and Aging Services Administration  
Department of Health & Human Services  
400 S. Pine  
Lansing, Michigan 48913

**4.0 Term of Contract**

The term of this contract shall be from {start\_dt} through {end\_dt}. The contract may be extended in increments no longer than 12 months, contingent upon mutual agreement to an amendment to the financial obligations reflected in Attachment C 7.0.1 and other changes agreed upon by the parties for no more than three one-year extensions after {end\_dt}. Fiscal year payments are contingent upon and subject to enactment of legislative appropriations.

## **5.0 Payment Methodology**

The financing specifications are provided in Part II, Section 7.0 "Contract Financing", and authorized payments are described in Attachment C 7.0.1 to this contract.

## **6.0 Liability**

### **6.1 Cost Liability**

The MDHHS assumes no responsibility or liability for costs under this contract incurred by the CMHSP prior to the start date. Total liability of the MDHHS is limited to the terms and conditions of this contract.

### **6.2 Contract Liability**

- A. All liability, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out pursuant to the obligation of the CMHSP under this contract shall be the responsibility of the CMHSP, and not the responsibility of the MDHHS, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the CMHSP, its employees, officers or agent. Nothing herein shall be construed as a waiver of any governmental immunity for the County(ies), the CMHSP, its agencies or employees as provided by statute or modified by court decisions.
- B. All liability, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out pursuant to the obligations of the MDHHS under this contract shall be the responsibility of the MDHHS and not the responsibility of the CMHSP if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of MDHHS, its employees, or officers. Nothing herein shall be construed as a waiver of any governmental immunity for the state, the MDHHS, its agencies or employees or as provided by statute or modified by court decisions.
- C. The CMHSP and MDHHS agree that written notification shall take place immediately of pending legal action that may result in an action naming the other or that may result in a judgment that would limit the CMHSP's ability to continue service delivery at the current level. This includes actions filed in courts or governmental regulatory agencies.

## **7.0 CMHSP Responsibilities**

The CMHSP shall be responsible for the development of the service delivery system and the establishment of sufficient administrative capabilities to carry out the requirements and obligations of this contract. The CMHSP is responsible for complying with all reporting requirements as specified in this contract. Data reporting requirements are specified in Part II, Section 6.5 of the contract. Finance reporting requirements are specified in Part II, Section 7.8. Additional requirements are identified in Attachment C 7.0.2 (Performance Objectives).

### **7.1 MDHHS Standard Consent Form**

MDHHS Standard Consent Form Michigan PA 129 of 2014 was enacted to promote the use and acceptance of a standard consent form. Contractor must implement a written policy that requires the provider network to use, accept, and honor the standard consent form created as a result of the Public Act (Form MDHHS-5515). Per PA 559 of 2016, the policy must recognize written consent is not always required.

## **8.0 Acknowledgment of MDHHS Financial Support**

The CMHSP shall reference the MDHHS as providing financial support in publications including annual reports and informational brochures.

## **9.0 Disclosure**

All information in this contract is subject to the provisions of the Freedom of Information Act, 1976 PA 442, as amended, MCL 15.231, et seq.

## **10.0 Contract Invoicing and Payment**

MDHHS funding obligated through this contract includes both state and federal funds, which the state is responsible to manage. Detail regarding the MDHHS financing obligation is specified in Part II, Section 7.0 of this contract and in Attachment C 7.0.1 to this contract. Invoicing for PASARR is addressed in Attachment C 4.5.1, the PASARR Agreement.

## **11.0 Litigation**

The state, its departments, and its agents shall not be responsible for representing or defending the CMHSP, the CMHSP's personnel, or any other employee, agent or sub-contractor of the CMHSP, named as a defendant in any lawsuit or in connection with any tort claim. The MDHHS and the CMHSP agree to make all reasonable efforts to cooperate with each other in the defense of any litigation brought by any person or people not a party to the contract.

The CMHSP shall submit annual litigation reports to MDHHS, providing the following detail for all civil litigation that the CMHSP, sub-contractor, or the CMHSP's insurers or insurance agents are parties to:

1. Case name and docket number
2. Name of plaintiff(s) and defendant(s)
3. Names and addresses of all counsel appearing
4. Nature of the claim
5. Status of the case

The provisions of this section shall survive the expiration or termination of the contract.

## **12.0 Cancellation**

### **Material Default**

The MDHHS may cancel this contract for material default of the CMHSP. Material default is defined as the substantial failure of the CMHSP to meet CMHSP certification requirements as stated in the Michigan Mental Health Code (Section 232a) or other Mental Health Code mandated provisions. In case of material default by the CMHSP, the MDHHS may cancel this contract without further liability to the state, its departments, agencies, or employees and procure services from other CMHSPs or other providers of mental health services that the department has determined can operate in compliance with applicable standards and are capable of maintaining the delivery of services within the county or counties.

In canceling this contract for material default, the MDHHS shall provide written notification at least 90 days prior to the cancellation date of the MDHHS intent to cancel this contract to the CMHSP and the relevant County (or Counties) Board of Commissioners. The CMHSP may correct the problem during the 90 day interval, in which case cancellation shall not occur. In the event that this contract is canceled, the CMHSP shall cooperate with the MDHHS to implement a transition plan for recipients. The MDHHS shall have the sole authority for approving the adequacy of the transition plan, including providing for the financing of said plan, with the CMHSP responsible for providing the required local match funding. The transition plan shall set forth the process and time frame for the transition. The CMHSP will assure continuity of care for all people being served under this contract until all service recipients are being served under the jurisdiction of another contractor selected by the MDHHS.

The CMHSP will cooperate with the MDHHS in developing a transition plan for the provision of services during the transition period following the end of this contract, including the systematic transfer of each recipient and clinical records from the CMHSP's responsibility to the new contractor.

### **13.0 Closeout**

If this contract is canceled or not renewed, the following shall take effect:

- A. Within 45 days (interim), and 90 days (final), following the end date imposed by Part I, Section 12.0, the CMHSP shall provide to the MDHHS, all financial, performance and other reports required by this contract.
- B. Payment for any and all valid claims for services rendered to covered recipients prior to the effective end date shall be the CMHSP's responsibility, and not the responsibility of the MDHHS.
- C. The portion of all reserve accounts maintained by the CMHSP that were funded with MDHHS funds and related interest are owed to the MDHHS within 90 days, less amounts needed to cover outstanding claims or liabilities unless otherwise directed in writing by the MDHHS.
- D. Reconciliation of equipment with a value exceeding \$5,000, purchased by the CMHSP within the last two fiscal years, will occur as part of settlement of this contract. The CMHSP will submit to the MDHHS an inventory of equipment meeting the above specifications within 45 days of the end date. The inventory listing must identify the current value and proportion of GF funds used to purchase each item, and also whether or not the equipment is required by the CMHSP as part of continued service provision to the continuing service population. The MDHHS will provide written notice within 90 days or less of any needed settlements concerning the portion of funds ending. If the CMHSP disposes of the equipment, the appropriate portion of the value must be returned to the MDHHS (or used to offset costs in the final financial report).
- E. All earned carry-forward funds and savings from prior fiscal years that remain unspent as of the end date, must be returned to the MDHHS within 90 days. No carry-forward funds or savings as provided in Part II, Section 7.7.1 and 7.7.1.1, can be earned during the year this contract ends, unless specifically authorized in writing by the MDHHS.
- F. All financial, administrative and clinical records under the CMHSP's responsibility must be retained according to the retention schedules in place by the Department of Management and Budget's (DTMB) General Schedule #20 at: [https://www.michigan.gov/documents/dtmb/RMS\\_GS20\\_640204\\_7.pdf](https://www.michigan.gov/documents/dtmb/RMS_GS20_640204_7.pdf) unless directed otherwise in writing by the MDHHS.

Should additional statistical or management information be required by the MDHHS, after this contract has ended or is canceled, at least 45 days notice shall be provided to the CMHSP.

#### **14.0 Confidentiality**

Both the MDHHS and the CMHSP shall assure that services and supports to and information contained in the records of people served under this Agreement, or other such recorded information required to be held confidential by federal or state law, rule or regulation, in connection with the provision of services or other activity under this Agreement shall be privileged communication, shall be held confidential, and shall not be divulged without the written consent of either the recipient or a person responsible for the recipient, except as may be otherwise required by applicable law or regulation. Such information may be disclosed in summary, statistical, or other form, which does not directly or indirectly identify particular individuals.

#### **15.0 Assurances**

The following assurances are hereby given to the MDHHS:

##### **15.1 Compliance with Applicable Laws**

The CMHSP will comply with applicable federal and state laws, guidelines, rules and regulations in carrying out the terms of this Agreement.

##### **15.2 Anti-Lobbying Act**

With regard to any federal funds received or utilized under this Agreement, the CMHSP will comply with the Anti-Lobbying Act (31 U.S.C. 1352) as revised by the Lobbying Disclosure Act of 1995 (2 U.S.C. 1601 et seq.), Federal Acquisition Regulations 52.203.11 and 52.203.12, and Section 503 of the Departments of Labor, Health & Human Services, and Education, and Related Agencies section of the current fiscal year Omnibus Consolidated Appropriations Act. Further, the CMHSP must require that the language of this assurance be included in the award documents of all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

##### **15.3 Non-Discrimination**

In the performance of any contract or purchase order resulting here from, the CMHSP agrees not to discriminate against any employee or applicant for employment or service delivery and access, with respect to their hire, tenure, terms, conditions or privileges of employment, programs and services provided or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The CMHSP further agrees that every sub-contract entered into for the performance of any contract or purchase order resulting here from will contain a provision requiring non-discrimination in employment, service delivery and access, as herein specified binding upon each sub-contractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act (1976 PA 453, as amended, MCL 37.2201 et seq.) and the Persons with Disabilities Civil Rights Act (1976 P.A. 220, as

amended, MCL 37.1101 et seq.), and Section 504 of the Federal Rehabilitation Act 1973, P.L. 93-112, 87 Stat. 394, and any breach thereof may be regarded as a material breach of the contract or purchase order.

Additionally, assurance is given to the MDHHS that pro-active efforts will be made to identify and encourage the participation of minority-owned, women-owned, and handicapper-owned businesses in contract solicitations. The CMHSP must incorporate language in all contracts awarded: (1) prohibiting discrimination against minority-owned, women-owned, and handicapper-owned businesses in sub-contracting; and (2) making discrimination a material breach of contract.

#### **15.4 Debarment and Suspension**

With regard to any federal funds received or utilized under this Agreement, assurance is hereby given to the MDHHS that the CMHSP will comply with federal regulation 2 CFR 180 and 22 CFR 513 and certifies to the best of its knowledge and belief that it, including its employees and sub-contractors:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or CMHSP;
- B. Per 22 CFR 513.320(a), have not within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) or private transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section B, and;
- D. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default; and
- E. Per 22 CFR 513.320(a), have not committed an act of so serious or compelling a nature that it affects the Grantee's present responsibilities.

#### **15.5 Pro-Children Act and Smoke-Free Activities**

Assurance is hereby given to the MDHHS that the CMHSP will comply with Public Law 103-227, also known as the Pro-Children Act of 1994, 20 U.S.C. 6081 et seq, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the

services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The CMHSP also assures that this language will be included in any sub-awards, which contain provisions for children's services.

The CMHSP also assures, in addition to compliance with P.L. 103-227, any activity funded in whole or in part through this Agreement will be delivered in a smoke-free facility or environment. Smoking must not be permitted anywhere in the facility, or those parts of the facility under the control of the Grantee. If activities are delivered in facilities or areas that are not under the control of the Grantee (e.g., a mall, restaurant or private work site), the activities must be smoke-free.

**15.6 Hatch Act and Intergovernmental Personnel Act**

The CMHSP will comply with the Hatch Act (5 U.S.C. 1501-1508, 5 U.S.C. 7321-7326), and the Intergovernmental Personnel Act of 1970 (P.L. 91-648) as amended by Title VI of the Civil Service Reform Act of 1978 (P.L. 95-454). Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

**15.7 Limited English Proficiency**

The CMHSP shall comply with the Office of Civil Rights Policy Guidance on the Title VI Prohibition Against Discrimination as it Affects Persons with Limited English Proficiency. This guidance clarifies responsibilities for providing language assistance under Title VI of the Civil Rights Act of 1964.

**15.8 Health Insurance Portability and Accountability Act**

To the extent that the Health Insurance Portability and Accountability Act (HIPAA) is applicable to the Grantee under this Agreement, the Grantee assures that it is in compliance with the requirements of HIPAA including the following: The HIPAA Privacy Rule; 45 CFR Part 160, Subparts A – C; 45 CFR Part 164, Subparts A, C, D, E; 42 CFR Part 2, Subparts A – E (SUD Specific); and Michigan Mental Health Code 330.1748:

- A. The Grantee must not share any protected health information provided by the Department that is covered by HIPAA except as permitted or



required by applicable law, or to a subcontractor as appropriate under this Agreement.

- B. The Grantee will ensure that any subcontractor will have the same obligations as the Grantee not to share any protected health data and information from the Department that falls under HIPAA requirements in the terms and conditions of the subcontract.
- C. The Grantee must only use the protected health data and information for the purposes of this Agreement.
- D. The Grantee must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Grantee's employees.
- E. The Grantee must have a policy and procedure to immediately report to the Department any suspected or confirmed unauthorized use or disclosure of protected health information that falls under the HIPAA requirements of which the Grantee becomes aware. The Grantee will work with the Department to mitigate the breach and will provide assurances to the Department of corrective actions to prevent further unauthorized uses or disclosures. The Department may demand specific corrective actions and assurances and the Grantee must provide the same to the Department.
- F. Failure to comply with any of these contractual requirements may result in the cancellation of this Agreement in accordance with Part 1, Section 12.0.
- G. In accordance with HIPAA requirements, the Grantee is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information, including without limitation the Department's costs in responding to a breach, received by the Grantee from the Department or any other source.
- H. The Grantee will enter into a business associate agreement should the Department determine such an agreement is required under HIPAA.

#### **16.0 Modifications, Consents and Approvals**

This contract will not be modified, amended, extended, or augmented, except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

## **17.0 Entire Agreement**

The following documents constitute the complete and exhaustive statement of the agreement between the parties as it relates to this transaction.

- A. This contract including attachments and appendices
- B. Michigan Mental Health Code and Administrative Rules
- C. Michigan Public Health Code and Administrative Rules
- D. MDHHS Appropriations Act in effect during the contract period
- E. All other pertinent federal and state statutes, rules and regulations
- F. All final MDHHS guidelines, final technical requirements as referenced in the contract - Additional guidelines and technical requirements may be added as provided for in Part I, Section 16.0 of this contract.

In the event of any conflict over the interpretation of the specifications, terms, and conditions indicated by the MDHHS and those indicated by the CMHSP, the dispute resolution process included in Part I, Section 18.0 of this contract will be utilized.

This contract supersedes all proposals or prior agreements, oral or written, and all other communications pertaining to the purchase of mental health supports and services for the non-Medicaid population between the parties.

## **18.0 Dispute Resolution**

Disputes by the CMHSP may be pursued through the dispute resolution process.

In the event of the unsatisfactory resolution of a non-emergent contractual dispute or compliance/performance dispute, and if the CMHSP desires to pursue the dispute, the CMHSP shall request that the dispute be resolved through the dispute resolution process. This process shall involve a meeting between agents of the CMHSP and the MDHHS. The MDHHS Deputy Director of Behavioral and Physical Health and Aging Services Administration will identify the appropriate Deputy Director(s) or other department representatives to participate in the process for resolution. The Deputy Director may handle disputes involving financial matters unless the MDHHS Director has delegated these duties to the Administrative Tribunal.

The CMHSP shall provide written notification requesting the engagement of the dispute resolution process. In this written request, the CMHSP shall identify the nature of the dispute, submit any documentation regarding the dispute, and state a proposed resolution to the dispute. The MDHHS shall convene a dispute resolution meeting within 20 calendar days of receipt of the CMHSP request. The Deputy Director shall provide the CMHSP and MDHHS representative(s) with a written decision regarding the dispute within 14 calendar days following the dispute resolution meeting. The decision of the Deputy Director shall be the final MDHHS position regarding the dispute.

Any corrective action plan issued by the MDHHS to the CMHSP regarding the action being disputed by the CMHSP shall be on hold pending the final MDHHS decision regarding the dispute.

In the event of an emergent compliance dispute, the dispute resolution process shall

be initiated and completed within five (5) working days.

#### **19.0 No Waiver of Default**

The failure of the MDHHS to insist upon strict adherence to any term of this contract shall not be considered a waiver or deprive the MDHHS of the right thereafter to insist upon strict adherence to that term, or any other term, of the contract.

#### **20.0 Severability**

Each provision of this contract shall be deemed to be severable from all other provisions of the contract and, if one or more of the provisions shall be declared invalid, the remaining provisions of the contract shall remain in full force and effect.

#### **21.0 Disclaimer**

All statistical and fiscal information contained within the contract and its attachments, and any amendments and modifications thereto, reflect the best and most accurate information available to MDHHS at the time of drafting. No inaccuracies in such data shall constitute a basis for legal recovery of damages, either real or punitive. MDHHS will make corrections for identified inaccuracies to the extent feasible.

Captions and headings used in this contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this contract.

#### **22.0 Relationship of the Parties (Independent Contractor)**

The relationship between the MDHHS and the CMHSP is that of client and independent contractor. No agent, employee, or servant of the CMHSP or any of its sub-contractors shall be deemed to be an employee, agent or servant of the state for any reason. The CMHSP will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and sub-contractors during the performance of a contract resulting from this contract.

#### **23.0 Notices**

Any notice given to a party under this contract must be written and shall be deemed effective, if addressed to such party at the address indicated on the signature page of this contract upon (a) delivery, if hand delivered; (b) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this section; (c) the third business day after being sent by U.S. mail, postage prepaid, return receipt requested; or (d) the next business day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

Either party may change its address where notices are to be sent by giving written notice in accordance with this section.

#### **24.0 Unfair Labor Practices**

Under MCL 423.324, MDHHS may void any Agreement with a Grantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

#### **25.0 Survivor**

Any provisions of the contract that impose continuing obligations on the parties including, but not limited to, the CMHSP's indemnity and other obligations, shall

survive the expiration or cancellation of this contract for any reason.

## **26.0 Governing Law**

This Agreement is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Agreement are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Agreement must be resolved in the Michigan Court of Claims. Complaints against the State must be initiated in Ingham County, Michigan. Grantee waives any objections, such as lack of personal jurisdiction or forum non conveniens. Grantee must appoint an agent in Michigan to receive service of process.

DRAFT

## **Attachments**

### **Part II Statement of Work**

#### **PART II: STATEMENT OF WORK**

#### **C 1.3.1 County of Financial Responsibility COFR**

##### **County of Financial Responsibility COFR**

#### **C 3.1.1 Access System Standards**

##### **Access System Standards**

#### **C 3.3.1 Person-Centered Planning**

##### **Person-Centered Planning**

#### **C 3.3.4 Self-Determination & Fiscal Intermediary Guideline**

##### **Self-Determination & Fiscal Intermediary Guideline**

#### **C 3.3.5.1 Recovery Policy & Practice Advisory**

##### **Recovery Policy & Practice Advisory**

#### **C.4.4 Special Populations Metrics and Reporting Template**

##### **Special Populations Metrics and Reporting Template**

#### **C 4.5.1 PASARR Agreement**

##### **PASARR Agreement**

#### **C 4.7.2 Technical Requirement for SED Children**

##### **Technical Requirement for SED Children**

#### **C 6.3.2.1 CMHSP Local Dispute Resolution Process**

##### **CMHSP Local Dispute Resolution Process**

#### **C 6.3.2.2 FSS Guidelines for Determining Eligibility of Applicants**

##### **FSS Guidelines for Determining Eligibility of Applicants**

#### **C 6.3.2.3A CEU Requirements for RR Staff**

##### **CEU Requirements for RR Staff**

#### **C 6.3.2.3B RR Training Standards for CMH and Provider Staff TR**

##### **RR Training Standards for CMH and Provider Staff TR**

#### **C 6.3.2.4 Recipient Rights Appeal Process**

##### **Recipient Rights Appeal Process**

#### **C 6.5.1.1 CMHSP Reporting Requirements**

##### **CMHSP Reporting Requirements**

#### **C 6.8.1.1 QI Programs for CMHSPs**

##### **QI Programs for CMHSPs**

#### **C.6.8.3.1 TR for Behavior Treatment Plan Review Committees**

##### **TR for Behavior Treatment Plan Review Committees**

#### **C 6.9.1.1 IST & NGRI Protocol**

##### **IST & NGRI Protocol**

#### **C 6.9.1.2 State Facility Contract**

##### **State Facility Contract**

#### **C 6.9.3.1 Housing Practice Guideline**

##### **Housing Practice Guideline**

#### **C 6.9.3.2 Inclusion Practice Guideline**

##### **Inclusion Practice Guideline**

**C 6.9.3.3 Consumerism Practice Guideline**

[Consumerism Practice Guideline](#)

**C 6.9.5.1 Jail Diversion Practice Guideline**

[Jail Diversion Practice Guideline](#)

**C 6.9.6.1 Special Education to Community Transition Planning Policy**

[Special Ed-to-Community Transition Planning Policy](#)

**C 6.9.8.1 Family-Driven and Youth-Guided Policy & Practice Guideline**

[Family-Driven and Youth-Guided Policy & Practice Guideline](#)

**C 6.9.9.1 Employment Works! Policy**

[Employment Works! Policy](#)

**C 6.9.7.1 CMHSP Trauma Policy**

[CMHSP Trauma Policy](#)

**C 7.0.1 MDHHS Funding**

[MDHHS Funding](#)

**C 7.0.2 Performance Objectives**

[Performance Objectives](#)

**C 7.6.1 CMH Compliance Examination Guidelines**

[CMH Compliance Examination Guidelines](#)

**C 7.6.2 Appeal Process for Compliance Examination Management**

**Decisions**

[Appeal Process for Compliance Examination Management Decisions](#)

**C 9.3.2.1 MDHHS Audit Report and Appeal Process**

[MDHHS Audit Report and Appeal Process](#)

**Attachment A - General Fund Distribution Model**

## REQUEST FOR HEALTHWEST BOARD CONSIDERATION AND AUTHORIZATION

<b>COMMITTEE</b> Full Board	<b>BUDGETED</b> X	<b>NON BUDGETED</b>	<b>PARTIALLY BUDGETED</b>
<b>REQUESTING DIVISION</b> Provider Network	<b>REQUEST DATE</b> August 23, 2024	<b>REQUESTOR SIGNATURE</b> Brandy Carlson	
<b><u>SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)</u></b>  Authorization is requested for the HealthWest Board to amend the Provider Network category budgets due to the FY24 approved Budget Amendment.			
<b>Category</b>	<b>Current Budget</b>	<b>Proposed Budget</b>	<b>Variance</b>
Specialized Residential	\$22,603,125	\$3,917,745	\$1,314,620
Community Inpatient	\$ 6,577,000	\$ 7,234,700	\$ 657,700
SUD Services	\$ 7,035,144	\$ 7,035,144	\$ 0
Outpatient Services	\$ 5,543,082	\$ 7,043,082	\$ 1,500,000
Autism Services	\$ 1,491,050	\$ 1,640,155	\$ 149,105
<b>Total</b>	<b>\$43,249,401</b>	<b>\$46,870,826</b>	<b>\$3,621,425</b>
Based on the current expenditures and approved FY24 Budget amendment, we are requesting to move dollars for the categories, leaving \$237,230 for miscellaneous, for a total of \$47,108,056.			
<b><u>SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)</u></b>  I move to authorize the HealthWest Board of Directors to amend the budgets for the three Provider Network categories with a \$3,621,425 increase and staying within the total FY24 Contractual Budget of \$47,108,056.			
<b>COMMITTEE DATE</b>	<b>COMMITTEE APPROVAL</b>		
	_____ Yes      _____ No      _____ Other		
<b>BOARD DATE</b>	<b>BOARD APPROVAL</b>		
August 23, 2024	_____ Yes      _____ No      _____ Other		

HWB 129-B



# QUALITY ASSURANCE AND PERFORMANCE IMPROVEMENT PLAN (QAPIP)

February 23, 2024

Prepared By: Pamela Kimble, Director of Quality Assurance

Last Updated: February 24, 2023  
February 23, 2024  
August 7, 2024

Reviewed By: Performance Improvement Committee January 10, 2024 & August 14, 2024  
HealthWest Leadership Team January 30, 2024 & August 20, 2024

Approved By: HealthWest Board of Directors February 23, 2024 & August 23, 2024



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## **Mission Statement**

To be a leader in integrated healthcare, inspiring hope and wellness in partnership with individuals, families, and the community.

## **Vision Statement**

Building a healthier, more informed, and inclusive community through innovation and collaboration.

## **Quality Assurance**

The systematic process used to determine if services meet quality standards. This includes meeting contractual requirements and other agreed upon quality standards.

## **Performance Improvement**

An efficient approach for improving employee and organizational performance to achieve results. It is a process that describes preferred performance, identifies causes of performance concerns, and then selects, designs, and implements interventions to fix the cause and measure change in performance.

## **The Goal of Performance Improvement**

To solve performance issues and/or recognize opportunities for enhancement in performance at the organizational, system, process, and employee levels to achieve desired organizational results of high-quality, sustainable behavioral health services that increase positive outcomes for consumers.

## I. PURPOSE

The HealthWest Quality Assurance and Performance Improvement Plan (QAPIP) aims to follow a process of assessment, strategy development, stakeholder input, plan implementation, results review, and change using the cycle of continuous quality improvement (CQI). HealthWest will seek to improve outcomes for those receiving services.

The function of the QAPIP is to guide the agency-wide quality improvement activities of HealthWest and support the integration of a continuous quality improvement philosophy into the organization's everyday work.

Continuous quality improvement is based on the following assumptions:

1. Persons working on behalf of the organization seek to provide high-quality services.
2. In nearly all situations, improvement can be made by analyzing processes and systems for completing work.
3. Persons served will be involved in defining the quality of services.
4. Decisions are based on reliable data.

The QAPIP addresses the requirements of the Michigan Department of Health and Human Services (MDHHS), Commission on Accreditation of Rehabilitation Facilities (CARF) standards, Lakeshore Regional Entity (LRE), and other federal requirements through the implementation of organization-wide, systematic, and performance-based activities.

## II. Policy

HealthWest will have a fully operational QAPIP that upholds industry standards for best practices in performance measurement, performance management, and performance improvement, as described in MDHHS contracts, CARF standards for behavior healthcare providers, and the Certified Community Behavioral Health Clinic (CCBHC) Handbook.

The QAPIP will be reviewed and approved on an annual basis by HealthWest Board of Directors. Through this process, the Board gives authority for the implementation of the plan and all its components. This authority is essential to the effective execution of the plan.

Consistent with the structure of HealthWest and its Board of Directors, this authority is discharged through HealthWest's Executive Director. In turn, the Executive Director discharges this authority through the Director of Quality Assurance.

### III. GOALS

1. Target improvements at all levels, including management, administration, and programs. Dimensions of care such as access, effectiveness, efficiency, and satisfaction will be addressed.
2. Involve people served and those who care for them in assessing and improving satisfaction with outcomes and services.
3. Develop performance indicators to ensure that services are effective, safe, respectful, and appropriate.
4. Track key performance indicators, comparing performance to statewide and/or nationwide data when available.
5. Ensure that service providers fulfill their contractual or employment obligations per applicable regulatory and accreditation standards.
6. Ensure that service providers are competent and capable of providing services through a system of competency evaluation and credentialing.
7. Ensure that HealthWest provides effective, equitable, understandable, and respectful quality care and services responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs.
8. Ensure that performance indicators and improvement activities impact all populations served by the agency, including but not limited to populations such as persons served over a long period of time, older adults, children, non-English speakers, and those with developmental disabilities.

### IV. PLAN REQUIREMENTS

The Quality Assurance and Performance Improvement Plan will meet the following requirements:

1. Meet the Michigan Mission-Bases Performance Indicator System (MMBPIS) standards. Failure to meet the standards for one quarter will result in initiating a performance improvement project and in-depth analysis.
2. Certified Community Behavioral Health Clinic (CCBHC) Continuous Quality Improvement Plan for clinical services and clinical management.
3. Develop internal standards for performance when these standards are not set by MDHHS, CARF, the LRE, federal standards, and/or awarded grant requirements.
4. Performance improvement projects will sustain improvement in significant aspects of clinical and non-clinical services.
5. Monitor and review activities to ensure systematic problems are identified and corrected.
6. Meet all MDHHS and awarded grant requirements for grievances and appeals and maintain an active member services function.
7. Maintain a record of all performance improvement projects and provide follow-up data to ensure improvements are demonstrated and maintained.

8. Performance improvement activities in the clinical area will strive to improve prevention, acute, chronic, high-volume, and high-risk services, providing a whole-person approach to health care services as well as any process that may be relevant to service improvement.
9. Performance improvement activities in non-clinical processes may include availability, accessibility, cultural competency, quality of providers, processes regarding billing and authorizations, appeals, grievances, and complaints.
10. Identify performance improvement initiatives through a regular process of data gathering, analysis, and prioritization, which considers prevalence, need, risks, and the interest of persons served in pursuing the project.
11. Ensure that whole-person wellness promotion occurs for persons served who are eligible for services.
12. Review all sentinel events and implement action items based on these reviews.
13. Implement a utilization management function that clearly identifies criteria for services with the agency, publicizes these to those individuals currently and potentially receiving services, and reviews trends in access and service utilization.
14. Carry out performance projects as required by State, Federal and awarded grant guidelines.

## V. PLAN REVIEW

The Quality Assurance and Performance Improvement Plan (QAPIP) will be reviewed on an annual basis. Review and evaluation will include:

1. A review of QAPIP goals from the previous year;
2. A review of the Performance Improvement Committee's objectives and actions from the previous year;
3. A review of the annual Performance Improvement Committee self-evaluation results;
4. A review of all quality oversight activities;
5. A review of the appropriateness and relevance of current performance indicators and quality measures (contained throughout this report);
6. An overall performance summary, including progress on improvement projects and trends within the accessibility, effectiveness, efficiency, and satisfaction of HealthWest services;
7. Identification of QAPIP goals and priorities for the coming year;
8. Recommendations and next steps.

Upon its completion, the annual QAPIP review and evaluation is provided to the HealthWest Leadership Team and Board of Directors, as well as the provider network and Consumer Advisory Committee. Additionally, the annual QAPIP review and evaluation is available to Staff, consumers, and members of the community. The QAPIP can be provided at any time upon request.

### VI. RESPONSIBILITIES

- A. The HealthWest Board will annually approve the Quality Assurance and Performance Improvement Plan. The Board will also periodically review performance improvement data and information.
- B. The Executive Director will ensure that a quality improvement (QI) system is in place. The director will review recommendations from the Leadership Team and authorize any subsequent action plans.
- C. The Medical Director or designee shall provide consultation to any committee that requires medical consultation. The Medical Director or designee will serve as an ad hoc member of the Leadership Team and will ensure that psychiatric representation is available for the Pharmacology & Therapeutics/Medication Committee, Utilization Management Committee, and the Behavior Treatment Review Committee, as needed.
- D. The Director of Quality Assurance will be responsible for the implementation and ongoing functions of the QI system. The Director of Quality Assurance will serve as a member of the Leadership Team and will provide facilitation and data analysis within the QI system. This includes the ongoing development of the QAPIP and evaluation of the QI system.
- E. The HealthWest Leadership Team will have central responsibility for the implementation of the QAPIP.
- F. Managers and Staff will participate on committees and performance improvement workgroups. Managers will authorize appropriate Staff to perform these functions prior to Staff participating in a committee or workgroup.
- G. HealthWest Staff may make recommendations for change using the employee suggestion process. Staff may also bring quality issues to their direct supervisor for evaluation. Quality and performance initiatives may also start based on findings in process and data quality monitoring such as Medicaid Verification. Staff will serve on committees and performance improvement workgroups if approved by their direct supervisor.
- H. Contractual agencies will be evaluated based on the performance standards stated in their contracts. They will be provided a regular means of communicating issues to HealthWest, such as the Provider Network Meeting, which meets monthly or by submitting issues to the contracts department.

### VII. STRUCTURE

The HealthWest Board meets monthly and receives quarterly reports regarding the agency's performance on indicators in the Michigan Mission Based Performance Indicator System (MMBPIS). Additional performance indicators and data, as well as consumer satisfaction data, are also presented to the HealthWest Board or its subcommittees on a regular basis. The structure of the quality assurance system is graphically depicted in Appendix B: Quality Assurance and Performance Improvement Structure.

The Performance Improvement Committee will regularly report to the Leadership Team with findings and recommendations. See *Appendix C: PI Committee Members*, *Appendix E: HealthWest QAPIP FY2024 Assessment and Goals*, and *Appendix F: QAPIP Data Review Schedule* for a detailed review of committee responsibility for plan development, policy, CARF standards, and performance indicators. The duties and responsibilities of Performance Improvement Committee include:

1. Receive regular outcome reports from committees and departments.
2. Review and evaluate various survey results and identify priorities for improvement.
3. Review and evaluate all employee-generated suggestions for improvement.
4. Annually review and approve the QAPIP.
5. Annually review the committee structure to ensure comprehensive improvement process.
6. Review results from root cause analysis of those sentinel events warranting such analysis.
7. Assure that plans for improving systems are in place and effectively implemented, monitored, and communicated.
8. Identify the organization's training needs related to quality assurance and performance improvement.
9. Recommend priorities for action based on data and recommendations.
10. Maintain a log that tracks the status of all actions taken.
11. Ensure that any work group assigned by the Performance Improvement Committee understands its role and function clearly.

The Quality Assurance Team is responsible for the following:

1. Presents the Quality Assurance and Performance Improvement Plan to the Leadership Team and the CMH Board on an annual basis.
2. Provides consultation and support to departments and the Leadership Team in their role of quality assurance.
3. Ensures that performance improvement data is regularly presented to the Leadership Team.
4. Completes all state-required performance indicator reports.
5. Completes all state-required consumer satisfaction surveys and reports data.
6. Completes a root cause analysis of those sentinel events warranting such analysis.
7. Leads preparation for Commission on Accreditation of Rehabilitation Facilities (CARF) surveys, Michigan Department of Health and Human Services (MDHHS) audits, and Lakeshore Regional Entity (LRE) site reviews.

## VIII. STANDING COMMITTEES

Standing committees serve functions that are directly related to contract or accreditation requirements. They are long-standing and are responsible for monitoring and reporting specific findings identified in the Quality Assurance and Performance Improvement Plan. They may or may not be required by MDHHS, CARF, etc. All committees report to and are monitored by the Performance Improvement Committee/Quality Team. Committees include HealthWest staff and may include persons served by the organization or persons who care about them, such as family members, guardians, and advocates.

**Behavior Treatment Review Committee** – This committee, mandated by MDHHS contract, reviews restrictive, intrusive, or aversive behavior plans, whether developed by HealthWest clinical staff or contracted programs, and psychotropic medications prescribed for behavioral control purposes. The committee also educates Staff regarding behavior issues. Refer to *Policy and Procedure No. 06-001 Behavior Treatment Plan Review Committee* for full details. The committee provides recommendations for Staff seeking interventions for challenging cases. The committee meets monthly and reports quarterly to the Performance Improvement Committee and to the Lakeshore Regional Entity's regional committee.

**CARF Committee:** - This committee reviews the CARF accreditation standards, periodically audits for compliance with CARF standards, and educates program staff in the standards. In addition, they participate in the QAPIP by monitoring the performance measures for Access, Effectiveness, Efficiency, Satisfaction, and Business Functions as they relate to CARF accredited programs and for any program which we may seek to become accredited for in the future. See *Appendix E: HealthWest QAPIP FY 2024 Assessment and Goals*. Over the three-year accreditation cycle, the committee meets as follows: year one the committee meets quarterly to review recommendations and implement performance improvement projects, year two the committee meets bi-monthly to step up efforts in performance improvement, year three the committee meets monthly to increase efforts in education, communication, and preparation regarding upcoming CARF survey.

**Certified Community Behavioral Health Clinic (CCBHC) Committee:** – This committee works to maintain CCBHC Certification, meeting 100% of requirements. It aligns with CCBHC certification criteria to secure additional funding and position our organization for the future model of behavioral healthcare. Sub-committees include Designated Collaborative Organizations (DCOs) and Care Coordination. The committee meets bi-weekly and reports to the Performance Improvement Committee quarterly.

**Clinical Operations Committee:** This team provides oversight, guidance, and direction regarding clinical operations across the organization to improve workflow and clinical communications, discover and implement efficiencies, ensure adherence to all standards and requirements, support evidence-based and best practices, and improve the overall Staff and consumer experience in the delivery of



clinical care. The committee collaborates with the Quality Assurance Department to ensure clinical decisions align with the standards of governing bodies, addresses systemic level issues identified through audits and corrective action plans, reviews and supports initiatives related to implementation and sustainability of evidence-based and best practice models (*Policy and Procedure No. 06-017*), oversees clinical practices and policies, and reviews credentialing when there is ambiguity as to if the credentials are appropriate/qualify for a position. The committee meets monthly and reports to the Performance Improvement Committee semi-annually.

**Compliance Committee** – This committee provides oversight of the compliance functions of the organization, reviews compliance incidents and data, and oversees policy and procedure development in privacy, security, and compliance. The committee develops a *Corporate Compliance Plan* and an annual *Risk Management Plan*, which covers a variety of risk factors such as programmatic, financial, or health and safety. This committee is responsible for the agency's Risk Management and Corporate Compliance Plans. The committee meets monthly and reports to the Performance Improvement Committee quarterly.

**Consumer Advisory Committee** – This committee comprises HealthWest staff and current HealthWest consumers or guardians. The committee reviews satisfaction surveys, consumer experiences, and other information to make recommendations to the agency. The committee meets monthly and reports to the Performance Improvement Committee quarterly.

**Doctors' Committee** – This committee is chaired by the HealthWest Medical Director. The committee addresses areas related to the safety and quality of healthcare provided to individuals in services. The committee also provides an organized mechanism for evaluation and assessment of medical Staff through the Peer Review process. Refer to *Policy and Procedure No. 12-003 Medical Staff Peer Review Protocol*. The quarterly summary report from these findings is used to identify opportunities for performance improvement and areas for additional education. The committee meets monthly and reports to the Performance Improvement Committee quarterly.

**Team for Inclusion, Diversity, and Equity (Collectively TIDE Committee)** – TIDE promotes opportunities that support the personal and professional development of all employees, with the intent to promote a culture of awareness which values inclusion, diversity, and equity. TIDE is made up of several smaller committees. These distinct groups share the same scope to improve cultural intelligence, build intrapersonal relationships, and ensure the principles of inclusion and belonging are represented in the workplace for all. Committees meet monthly and report to the Performance Improvement Committee semi-annually. Current committees within TIDE include:

- African American
- Asian American, Pacific Islander
- Latin, Hispanic
- LGBTQIA+
- Native American

- Persons with Disabilities
- Women

**Environment of Care Committee** – This committee oversees efforts across the organization to ensure that effective safety, emergency preparedness, and security issues are addressed. The committee meets quarterly and reports to the Performance Improvement Committee semi-annually. Please refer to *Policy and Procedure No. 10-009 Environment of Care*.

**Integrated Health and Care Coordination Committee** – This committee recognizes integrated and holistic care is the best practice for supporting recovery of individuals with behavioral health concerns, developmental delay, and concerns with substance use. Members work to ensure HealthWest staff are accurately integrating and coordinating care, including documentation of care. The committee also focuses on external referrals, model payments, spend-downs, insurance benefit planning, housing, and other various ancillary services. The committee meets bi-weekly and reports to the Performance Improvement Committee quarterly.

**Pharmacy Committee** – This committee monitors the utilization of medications in HealthWest-operated and contractual programs. The workgroup reviews significant medication errors, assures compliance with internal and external standards and policies, provides assistance to programs for the purpose of developing procedures, and revises HealthWest policies and procedures regarding medication. Refer to *Policy and Procedure No. 06-010 Medication Management*. Record reviews are completed monthly by prescribers, pharmacists, and nurses, independent of the monthly committee meeting. The committee meets monthly and reports to the Performance Improvement Committee quarterly.

**Provider Contract Meeting** – This is not a committee but a standing meeting that works to address any HealthWest provider network issues that may be related to contractual changes, HealthWest Latitude 43 issues, Provider Performance and Compliance issues, as well as any other HealthWest provider concerns such as billing changes. This group includes HealthWest staff and provider staff and meets monthly. Information from this meeting is used to update the Network Adequacy Plan. The plan and data related to it is presented to the Performance Improvement Committee semi-annually.

**Recipient Rights Advisory Committee** – This committee, mandated by MDHHS contract, helps to ensure that every individual receiving HealthWest services has certain protected rights. The committee membership is appointed by the Board and includes board members. The committee meets every other month. Refer to *Policy and Procedure No. 04-006 Safeguarding the Rights of Recipients*. It is the responsibility of the Recipient Rights Office to collect and report data to the Performance Improvement Committee quarterly.

**Utilization Management Steering Committee** – This committee monitors the utilization of resources to ensure that services are clinically necessary, effective, and provided in the most cost-effective manner. Regular data reports will be reviewed, and adjustments will be made in the organization based on the

data. It is responsible for the agency's Utilization Plan. The committee meets monthly and reports to the Performance Improvement Committee quarterly.

### IX. ADVERSE EVENTS

Adverse Events include any event that is inconsistent with or contrary to the expected outcomes of the organization's functions that warrants a review. Subsets of these adverse events will qualify as "reportable events" according to the MDHHS Critical Event Reporting System. These include MDHHS-defined sentinel events, critical incidents, and risk events. HealthWest has a system in place to document and monitor such events, report to the PIHP and MDHHS as required within the appropriate timeframes, ensure root cause analyses are performed as required by Staff with the appropriate credentials, and that improvements and preventative measures are put in place to address safety issues and avoid future adverse events. Healthwest's policies, procedures, and reporting system for adverse events were developed to fulfill all requirements specified in the MDHHS/PIHP Medicaid Managed Care Specialty Supports Services Contract as well as the requirements established by the Lakeshore Regional Entity for its affiliate CMHSPs. For additional information, see the *HealthWest Policy and Procedure No. 04-019 Reporting Unusual Incidents, MDHHS QAPIP Practice Guidelines*, and the MDHHS/PIHP Contract. See also *Appendix G: Critical Incident Reporting Grid*.

1. Critical Incidents: Events or incidents that meet MDHHS reporting requirements, including Suicide, Non-Suicide Death, Emergency Medical Treatment due to Injury or Medication Error, Hospitalization due to Injury of Medication Error, Arrest of a consumer living in a residential setting or receiving waiver services, or injury as a result of physical management.
  - a. Critical incidents will be reported consistent with MDHHS contract requirements.
  - b. The Quality Assurance Team will analyze critical incident and risk event data. This information will be reported regularly to the Leadership Team, who will, as appropriate, review additional information needed to determine when and what actions to remediate a situation or to reduce the potential for similar events to be implemented.
  - c. Critical incident reporting will be submitted to Lakeshore Regional Entity by the 15<sup>th</sup> of each month. *See Appendix G* for a grid of critical incidents.
2. Risk Events: Events that put an individual at risk of harm. Such an event is reported internally and analyzed to determine what action needs to be taken to remediate the problem or situation and prevent additional events and incidents. Risk events minimally include:
  - a. Harm to Self: Actions taken by consumers that cause physical harm requiring emergency medical treatment or hospitalization due to an injury that is self-inflicted (e.g. pica, head banging, self-mutilation, biting, suicide attempts.)
  - b. Harm to Others: Actions taken by consumers that cause physical harm to others (family, friends, Staff, peers, public, etc.) that result in injuries requiring emergency medical treatment or hospitalization of the other person(s).

- c. Police Calls: Police calls by Staff of specialized residential settings, general (AFC) residential homes or other provider agency staff for assistance with a consumer during a behavioral crisis situation.
  - d. Emergency Use of Physical Management: Techniques used as an emergency intervention to restrict the movement of an individual by continued direct physical contact despite the individual's resistance to prevent them from physically harming themselves or others. The term "physical management" does not include briefly holding an individual to comfort him or her or to demonstrate affection or holding their hand.
  - e. Two or more unscheduled admissions to a hospital w/in a 12-month period.
  - f. Risk Event reporting will be submitted to Lakeshore Regional Entity by the 15<sup>th</sup> of each month. *See Appendix G* for a grid of Risk Event incidents.
3. Sentinel Events:
- a. Critical incidents that meet the criteria as sentinel events will result in a full review and analysis, referred to as a Root Cause Analysis (RCA). This is reported semiannually by HealthWest to MDHHS and the Lakeshore Regional Entity compliance point-person. The review will meet requirements as defined by MDHHS and specified in HealthWest *Policy No. 04-021, Reporting a Review of Recipient Death*. Following completion of the RCA, any recommendations for change or corrective action plans, will be presented to the Compliance Committee and to Leadership.
  - b. The Quality Assurance Team determines the necessity of an RCA and provides support during the review.
  - c. The Quality Assurance Team will maintain a log of all recommendations, assuring that actions steps are completed as required.
  - d. Staff involved in the review will have the proper training, expertise, and credentials for the specific event being reviewed. The Medical Director or other assigned medical professional will participate in the process and review all results when appropriate.
  - e. HealthWest will report all applicable deaths to the State per *attachment C 6.5.1.1 in the State contract* and will ensure that all deaths subsequent to leaving a state facility within a 6-month period will be properly reported.

## **X. INVOLVEMENT OF PERSONS SERVED**

HealthWest will ensure that persons served will be offered input and involvement in the performance improvement system through the following mechanisms:

1. Primary consumers of mental health services serve on the CMH Board.
2. HealthWest consumers serve as full members of the Consumer Advisory Committee.
3. HealthWest consumer(s) will serve on the Performance Improvement Committee.
4. Satisfaction surveys are completed according to the following frequency:
  - a. Behavior treatment - annually
  - b. Persons served with mental illness or emotional disturbance – annually.

- c. Persons served with developmental disabilities (includes parents and guardians) – annually.
  - d. Post-discharge satisfaction surveys – monthly.
  - e. Satisfaction with contractual provider services – completed during contract review and pre-planning and treatment planning process.
  - f. ACT and Home-Based satisfaction as mandated by MDHHS.
  - g. Progress note completion or quarterly outcome measures in the electronic medical record as required.
- 5. Persons served will always be given the opportunity to contact a representative of HealthWest directly as part of the satisfaction process.
- 6. When specific issues are discovered, special efforts may be utilized, such as targeted consumer interviews or focus groups.
- 7. Involvement of persons served will be solicited to address issues relating to the quality, availability, and accessibility of services.
- 8. HealthWest will seek to improve the representation of people served in quality improvement participation, policy setting, employment, and volunteer opportunities.
- 9. HealthWest will communicate information on satisfaction, performance indicators, and needs assessment to consumers and stakeholders.
  - a. The Consumer Advisory Committee will receive this information for discussion and be given the opportunity to make recommendations to the HealthWest Executive Director and HealthWest Leadership Team.
  - b. Data will be provided to the CMH Board on a regular basis. Performance Indicator data will be presented at least quarterly.
  - c. Findings and analysis will be made available on the HealthWest website. Periodically, information will be made available in agency lobbies and offices.

## **XI. PERFORMANCE IMPROVEMENT/REMEDIAL ACTIONS/TRAINING**

The Leadership Team will identify issues that require additional effort to resolve and improve. In addition to standing committees, workgroups may be developed. A workgroup is not mandated by MDHHS, CARF, or any other compliance standard. It is established by the HealthWest Leadership Team to address a specific project or identified focus area within the agency. Workgroups are comprised of HealthWest staff across multiple departments and assigned on a voluntary basis. Group/project outcomes will be used by HealthWest Leadership and Board to measure growth in the identified focus area. The duration of the group is dictated by the assigned scope. A "Committee/Workgroup Charter" will be completed that specifies the scope of expectation for any group sanctioned by the Leadership Team.

The Quality Assurance Team provides support to the QI system by serving as consultants to the committees and performance improvement groups. This includes using QI tools and methods to assist

in problem identification and plan development. Below are some of the most common tools that will be used in improvement efforts at HealthWest.

**KATA.** HealthWest will use a process improvement tool called Improvement KATA. Improvement KATA accomplishes improvements through a scientific process with a goal-oriented method to meet objectives. KATA allows practitioners to evaluate existing conditions, define a work goal or objective, and work towards these goals using a Plan, Do, Check, Act (PDCA) process. KATA also works on the foundations of LEAN thinking, which aims to remove waste in processes and increase value to the consumer through an efficient and timely process. (<https://www.lean.org/lexicon/kata>)

**Flowcharting.** A process used at HealthWest to visualize a workflow or process. It gives a picture of each step within a process in the order it occurs. It is useful when analyzing how a process is done, where there may be gaps or departmental overlaps in a process that can be improved, and when planning a new workflow or process.

**Root Cause Analysis (RCA).** Tools and methodologies used to identify causal factors in a specific event or, more broadly, in situations where performance has dropped below standards. Common tools used to complete an RCA include but are not limited to, "The Five Whys", Fishbone diagram, Pareto Chart, and scatter plot diagrams. Events or situations that may require an RCA can come from many sources, such as incident reports, appeals/grievances, or corrective action plans. The highest priority is given to events that result in significant harm or death, followed by those that may be "near miss" events or those events that could have resulted in harm but did not.

Performance improvement opportunities can occur at any point during HealthWest's operations. Regardless of when an opportunity presents itself and whether it arises following a specific event or as the result of ongoing monitoring, corrective action must be taken to address all performance concerns. However, there may be times when improvement opportunities appear to conflict with other existing organizational priorities. The Performance Improvement Committee and Leadership Team will prioritize improvement projects within the context of the regulatory requirements and the agency's overall strategic plan goals, as well as existing improvement projects already underway. To assist in the prioritization of Performance Improvement projects a Prioritization Matrix will be used, *Appendix H: PI Project Prioritization Matrix*. Ratings will be completed as a committee/team, as opposed to one individual, to reduce the risk of bias in the process.

## XII. CARF ACCREDITATION

HealthWest maintains accreditation with CARF International. The most recent CARF survey was conducted in May 2024. The agency is currently accredited in the follow programs: Assertive Community Treatment, Behavioral Consultation Services-Autism Spectrum Disorder, Case Management/Services Coordination, Community Employment Services, Community Integration, Crisis Programs, Governance, Health Home, Intensive Family-Based Services, and Outpatient Treatment See



*Appendix D: CARF-HealthWest Program Crosswalk.* CARF standards 1.M.4 - 1.M.9 state that each program/service seeking accreditation will have measures for Effectiveness, Satisfaction, Efficiency, Service Access, and Business Functions. *See Appendix E: HealthWest QAPIP FY 2024 Assessment and Goals.*

CARF standard 1.M.10 requires that staff are provided with training and education related to their roles and responsibilities in performance measurement and management. This is an area that will require continued development, including the incorporation of performance measurement and management training during staff orientation and onboarding. A CARF Committee has been established and will be responsible for tracking adherence to CARF standards between survey windows. This committee will report to the Performance Improvement Committee.

### **XIII. CERTIFIED COMMUNITY BEHAVIORAL HEALTH CLINIC (CCBHC)**

HealthWest is responsible for developing, implementing, and maintaining an effective, data-driven continuous quality improvement plan for clinical services and clinical management related to the CCBHC population. Projects should be clearly defined, implemented, and evaluated annually. The number and scope of projects are based on the needs of the CCBHC population and reflect the scope, complexity, and past performance of the services and operations. The plan addresses priorities for improved quality of care and client safety and requires all improvement activities be evaluated for effectiveness. The plan focuses on indicators related to improved behavioral and physical health outcomes and takes actions to demonstrate improvement in CCBHC performance. The CCBHC documents each project implemented, the reasons for each project, and the measurable progress achieved by each project. The CCBHC Project Coordinator is responsible for operating the plan, with assistance from the QA Department.

It is noted that there are specific events which are expected to be addressed as part of the plan for CCBHC, these include:

1. Explicit focus on populations experiencing health disparities (including racial and ethnic groups and sexual and gender minorities) and address how disaggregated data from the quality measures and, as available, other data to track and improve outcomes for these populations will be used.
2. CCBHC persons served suicide deaths or suicide attempts;
3. Fatal and non-fatal overdoses;
4. All causes of mortality among people receiving CCBHC services;
5. CCBHC persons served 30-day hospital readmissions for psychiatric or substance use reasons;
6. Such other events the state or applicable accreditation bodies may deem appropriate.

#### **XIV. CREDENTIALING, PRIVILEGING, AND COMPETENCY OF STAFF**

Credentialing/re-credentialing, privileging, primary source verification, and qualification of CMHSP Participants (Staff who are employees of HealthWest or under contract to the CMHSP) are delegated by the LRE to HealthWest. Accordingly, HealthWest has established written policies and procedures for the credentialing and re-credentialing of providers in compliance with MDHHS's Credentialing and Re-Credentialing Processes Guidelines. Practices relating to these functions are explained in detail in *HealthWest Policy and Procedure No. 02-026 Credentialing and Re-Credentialing Requirements of HealthWest Employees and Licensed Independent Practitioners* and *No. 10-004 Credentialing and Re-Credentialing of Contracted Agency Provider*. The policies and procedures ensure that each provider, employed and contracted, meets all applicable licensing, scope of practice, contractual, and Medicaid Provider Manual requirements, including relevant work experience and, education, and cultural competence.

HealthWest maintains a complete system for credentialing and competency that includes HealthWest staff and contractual Staff. HealthWest is also responsible for the selection, orientation, training, and evaluation of the performance and competency of their own Staff and subcontractors. HealthWest conducts credentialing and privileging of all HealthWest staff who provide services, as well as licensed individual practitioners upon hire/contract initiation, and annually thereafter. HealthWest written policies and procedures also ensure that non-licensed providers of care or support are qualified to perform their jobs.

Staff employed by external provider agencies contracted by HealthWest must also be appropriately credentialed and qualified to provide services. Credentialing, privileging, primary source verification, and qualification of Staff employed by contracted external provider agencies is conducted by the provider agency. Oversight is provided by the Provider Relations/Network Manager, integrated into contractual requirements, and verified during CMHSP and provider site reviews.

#### **XV. HEALTH DISPARITIES**

HealthWest will continue to evaluate access and treatment trends of ethnic/minority groups. Evaluation analyzes all current activities designed to assure equitable access and effective treatment to persons with cultural barriers to receiving services. In addition, the Performance Improvement Committee will specifically track health disparities between those who identify as Black/African American and those who identify as White. The primary focus of intervention will be to increase the percentage of individuals who receive follow-up to hospitalization within 7 and 30 days after an acute inpatient discharge with a principal diagnosis of mental illness or intentional self-harm while also reducing the racial disparity measure between Black/African American and White individuals.

Additional efforts to reduce disparities in other areas of the agency are being implemented by the Diversity, Equity, and Inclusion Team and the Human Resources Team. These efforts will also be



reported to and tracked by the Performance Improvement Committee. Efforts include increasing diversity in hiring at all levels and in increasing cultural intelligence capabilities and values throughout the agency.

## **XVI. UTILIZATION MANAGEMENT SYSTEM**

HealthWest will have a Utilization Management Committee that will be responsible for the following:

1. Strategies for evaluating medical necessity, criteria used, information sources, and the processes used to review and approve the provision of medical, clinical and support services.
2. Mechanisms to review trends in service utilization, outcomes, and costs on a regular basis.
3. Procedures for conducting prospective, concurrent, and retrospective reviews of authorizations.
4. Development and maintenance of a Utilization Management Plan.

## **XVII. CLAIMS VERIFICATION OF MEDICAID SERVICES**

HealthWest and the PIHP will conduct an audit of all internal and external programs to ensure that claims billed under Medicaid have met standards as identified by the Lakeshore Regional Entity, MDHHS, and federal standards. Data will be provided to the Lakeshore Regional Entity as requested. Findings will be presented to HealthWest's Compliance Committee. Immediate recommendations may be made to the agency's Leadership Team. Claims found to be deficient will result in a required plan of correction. Restitution will be sought for those claims when necessary.

## **XVIII. APPENDICES**

Appendix A: Acronyms and Definitions  
Appendix B: Management/Performance Improvement Structure  
Appendix C: PI Committee Members  
Appendix D: CARF-HealthWest Program Crosswalk  
Appendix E: HealthWest QAPIP FY 2024 Assessment and Goals  
Appendix F: QAPIP Data Review Schedule  
Appendix G: Critical and Risk Event Incident Reporting Grids  
Appendix H: PI Project Prioritization Matrix

### Appendix A: Acronyms and Definitions

Adverse Events: Adverse Events include any event that is inconsistent with or contrary to the expected outcomes of the organization's functions that warrants a review. Subsets of these adverse events will qualify as "reportable events" according to the MDHHS Critical Event Reporting System. These include MDHHS-defined sentinel events, critical incidents, and risk events.

Beneficiary: A person served by the publicly funded behavioral health and substance use disorder system or the person's representative.

CARF: Commission on Accreditation of Rehabilitation Facilities. An international non-profit organization that accredits health and human service programs.

CCBHC: Certified Community Behavioral Health Clinic. Designated provider organizations that have adopted a model focused on increasing access to high-quality care, integrating behavioral health with physical health care, promoting the use of evidence-based practices, and establishing standardization and consistency with a set criterion for all certified clinics to follow.

CMHSP: Community Mental Health Services Program. For the purposes of this document, refers to HealthWest.

Committee: Committees serve functions that are directly related to contract or accreditation requirements. They are long-standing and are responsible for monitoring and reporting specific findings identified in the Quality Assurance and Performance Improvement Plan. They may or may not be required by MDHHS, CARF, etc. Committee members may be assigned by the Executive Director or be voluntarily assigned as appropriate. All committees report to and are monitored by the Performance Improvement Committee/Quality Team.

Credentialing: The process of reviewing the education, experience, and background of all staff to establish their qualifications for providing services. This includes all licensed professional staff as well as non-licensed staff who provide services.

HealthWest Leadership Team: A committee comprised of staff designated by the HealthWest executive director who are responsible for strategic planning and decision-making.

Network Provider: Any provider that receives Medicaid funding directly or indirectly to order, refer, or render covered services as a result of the state's contract with the Lakeshore Regional Entity (LRE), its member CMHSPs, and the Substance Use Disorder provider panel.

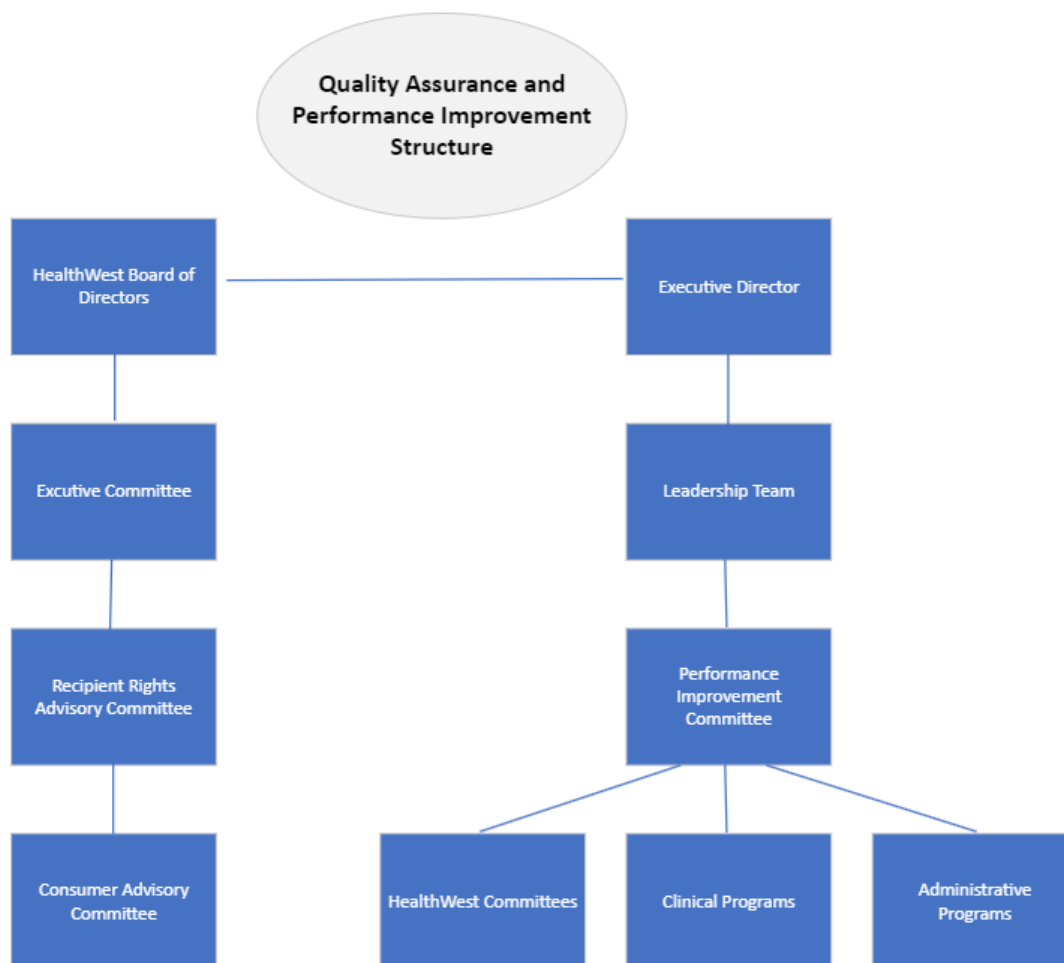
Performance Improvement Committee: The CMHSP committee comprised of HealthWest staff and persons served; responsible for oversight and implementation of the agency's QAPIP.

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Prepaid Inpatient Health Plan (PIHP): One of ten entities in Michigan responsible for managing Medicaid services related to behavioral health, intellectual/development disabilities, and substance use.

Workgroup: Workgroups are established by the HealthWest leadership team to address a specific project or identified focus area within the agency. They are not mandated by MDHHS, CARF, or any other compliance standard. They are comprised of HealthWest staff across multiple departments and assigned on a voluntary basis. Group/project outcomes will be used by HealthWest leadership and Board to measure growth in the identified focus area. The duration of the group is dictated by the assigned scope.

Appendix B: Quality Assurance and Performance Improvement Structure



Appendix C: Performance Improvement Committee Members

Accountant I	Urbain Ndoye
Chief Clinical Officer – Clinical Operations Committee	Christy LaDronka
Clinical Services Manager – Integrated Health Committee	Suzanne Beckeman
Clinical Services Manager – Utilization Management	Carrie Crummett
Communications and Training Manager – Appeals/Grievances	Gary Ridley
Consumer Advisory Committee Representative	David Scholtens
Compliance Manager	Helen Dobb
Director of Adult Clinical Services	Amie Bakos
Director of Children's Clinical Services	Ann Judson
Director of Data Architecture and Analytics	Natalie Walther
Director of Diversity, Equity, and Inclusion	Mickey Wallace
Director of Quality Assurance	Pamela Kimble
Evaluation and Innovation Specialist – CIRE/Survey Data	Shawna Curran
Manager of Performance Improvement and Accreditation – Site Review Standards/CARF	VACANT
Manager of Procurement and Provider Network	Jackie Farrar
Recipient Rights Officer – Recipient Rights Advisory Committee	Linda Wagner
SUD Quality Assurance Manager	Jennifer Stewart

### Appendix D: CARF-HealthWest Program Crosswalk

BEHAVIORAL HEALTH	CARF Program Standard	HW Program/Team
	Assertive Community Treatment: Integrated: SUD/MH (Adults)	- Assertive Community Treatment (ACT)
	Case Management: Integrated IDD/MH (Adults)	- Adult DD Community Based - Medically Complex
	Case Management: Integrated IDD/MH (Children & Adolescents)	- Youth DD - Youth Behavioral Support
	Case Management: Integrated SUD/MH (Adults)	- HW Integrated SUD Team
	Case Management: MH (Adults)	- MI Adult Community-Based
	Case Management: MH (Children and Adolescents)	- Youth SED Outpatient 1 & 2 - Youth Juvenile Justice - Transition-Age Team
	Community Integration: MH (Adults)	- Clubhouse
	Crisis Intervention: MH (Adults)	- Access - Intensive Crisis Stabilization
	Crisis Intervention: MH (Children & Adolescents)	- Access - Intensive Crisis Stabilization
	Crisis Stabilization: MH (Adults)	- Crisis Residential Unit
	Health Home: Comprehensive Care (Adults)	- Integrated Health Clinic (IHC) - All HealthWest Treatment Teams
	Intensive Family-Based Services: MH (Children & Adolescents)	- Home-Based Services - Wraparound - Infant Mental Health (IMH)
	Outpatient Treatment: MH Adults	- Outpatient Clinic
COMMUNITY & EMPLOYMENT	CARF Program Standard	HW Program/Team
	Community Employment Services: Employment Supports	- Supported Employment/IPS
	Community Employment Services: Job Development	- Supported Employment/IPS
	Behavioral Consultation Services (ASD – Children and Adolescents)	- Autism - Behavior Treatment Plan Review Committee

# Quality Assurance and Performance Improvement Plan (QAPIP)

**January 2024-  
December 2024**

## Appendix E: HealthWest QAPIP FY2024 Assessment and Goals

Name	Related Standard	Committee/Department/Person Responsible	Status	FY 2023 Baseline (Q1-Q3)	FY 24 Performance Goal
6. Child/Adolescent major depressive disorder: Suicide Risk Assessment (SRA-BH-C) Percentage of visits for consumers aged 6-17 with a diagnosis of major depressive disorder with an assessment for suicide risk	CCBHC - Incentive Payments	Linda Cloz	Ongoing	17.60%	23.90%
7. Major depressive disorder: suicide risk assessment (SRA-A) Percentage of consumers 18+ with a diagnosis of major depressive disorder (MDD) with a suicide risk assessment completed during a visit in which a new diagnosis or recurrent episode is identified	CCBHC - Incentive Payments		Ongoing	5.29%	12.50%
8. Adherence to Antipsychotic Meds for Individuals with Schizophrenia (SAA-AD) Percentage of adults 18+ with schizophrenia or schizoaffective disorder who were dispensed and remained on an antipsychotic med for at least 80% of their treatment episode.	CCBHC - Incentive Payments		Ongoing	50%	58.50%
9b. Follow-up after hospitalization for mental illness, ages 18+ (FUH-AD#2) Percentage of discharges (age 18+) hospitalized for mental illness who had a follow-up visit with a mental health provider, reported for follow-up within 7 and 30 days after discharge.	CCBHC - Incentive Payments		Ongoing	68.70%	58%
10b. Follow-up after hospitalization for mental illness, ages 6-17 (FUH-CH#2) Percentage of discharges (age 6-17) hospitalized for mental illness who had a follow-up visit with a mental health provider, reported for follow-up within 7 and 30 days after discharge.	CCBHC - Incentive Payments		Ongoing	75%	70%
13a. Initiation and engagement of alcohol and other drug dependence treatment (IET-BH) Percentage of consumers age 13+ with a new episode of AOD dependence who initiated treatment through inpatient AOD admission, outpatient visit, IOP encounter, or partial hospitalization within 14 days of diagnosis OR initiated treatment and had 2+ services with a diagnosis of AOD within 30 days of the initiation visit	CCBHC - Incentive Payments		Ongoing	42.32%	25%

# Quality Assurance and Performance Improvement Plan (QAPIP)

**January 2024-  
December 2024**

## Appendix F: [QAPIP Data Review Schedule](#)



### Quality Assurance and Performance Improvement Program

	Q1			Q2			Q3			Q4		
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
<b>Improvement Projects/Kata</b> <i>Ongoing QI projects/CAP updates</i>	x	x	x	x	x	x	x	x	x	x	x	x
<b>Strategic Plan Objective(s)</b>		x		x		x		x		x		x
<b>Quality Based Payment indicators</b>	x		x		x		x		x		x	
<b>Environment of Care Committee</b> <i>Safety and Security Issues</i>	x						x					
<b>Provider Monitoring</b> <i>Quality of Care, Network Adequacy, Site Reviews</i>	x						x					
<b>Clinical Operations Committee</b> <i>Best practice guidelines, program fidelity, program description updates</i>		x						x				
<b>IPS Supported Employment</b> <i>Fidelity measures</i>		x						x				
<b>QAPIP Evaluation and Review</b>			x						x			
<b>Workgroup Updates</b>			x						x			
<b>CARF Committee Updates</b>			x						x			
<b>Utilization Management</b> <i>Authorizations, Utilization, Denials, Retro Reviews</i>	x			x			x			x		
<b>Integrated Care, Pharmacy, and Doctors</b> <i>Care Coordination, Medication Errors, Psychiatric Prescriber Peer Reviews</i>	x			x			x			x		
<b>Recipient Rights</b> <i>Rights allegations and substantiations data</i>	x			x			x			x		
<b>Adverse Events</b> <i>Critical Incidents, Risk Events, Sentinel Events</i>	x			x			x			x		
<b>Behavior Treatment Data</b> <i>Behavior Treatment Plans, Physical Management, Survey</i>		x			x			x			x	
<b>SUD Services</b> <i>Grant data, Quality indicators</i>		x			x			x			x	
<b>Michigan's Mission-Based Performance Indicators</b>		x			x			x			x	
<b>Medicaid Claims Verification</b> <i>Medicaid Verification Results</i>			x			x			x			x
<b>Customer Services/Consumer Advisory Committee</b> <i>Satisfaction, Inquiries, Grievances, Appeals</i>			x			x			x			x
<b>Compliance Committee</b> <i>Compliance investigations, HIPAA breach, CAPs</i>			x			x			x			x
<b>Diversity, Equity, and Inclusion</b> <i>Training, CQ Initiatives, Resource Groups</i>			x			x			x			x



### Appendix G: Critical and Risk Event Incident Reporting Grids

Critical Incidents are submitted to the LRE by the 15<sup>th</sup> of each month, and must be reported by LRE to MDHHS within sixty (60) days after the end of the month, except for suicides which are reportable within thirty (30) days, in which the incident occurred for individuals who, at the time of the incident, were actively receiving services:

Service	Suicide (01)	Death (02)	EMT- Injury/Med Error (03)	Hospital – Injury/Med Error (04)	Arrest (05)	Death of Unknown Cause (06)	MAT Med Error (07)	SUD Med Error (08)	Serious Challenging Behaviors (09)
ACT	●	●				●			
CLS	●	●				●			
Case Management	●	●				●			
Homebased	●	●				●			
Wraparound	●	●				●			
Any Other Service	●	●				●			
SUD Services	●	●				●	●		
HAB Waiver	●	●	●	●	●	●			
SED Waiver	●	●	●	●	●	●			
Child Waiver	●	●	●	●	●	●			
Living Situation									
Specialized Residential	●	●	●	●	●	●	●		
Child Caring Institution	●	●	●	●	●	●	●		
SUD Residential	●	●	●	●	●	●	●	●	●

Risk Events are submitted to the LRE by the 15<sup>th</sup> of each month, and must be reported by LRE to MDHHS within sixty (60) days after the end of the month in which the event occurred for individuals who, at the time of the event, were actively receiving services:

Service	Harm to Self	Harm to Others	Police Calls	Physical Management	Hospitalization
Case Management	●	●	●	●	●
ACT	●	●	●	●	●
Home-Based	●	●	●	●	●

# Quality Assurance and Performance Improvement Plan (QAPIP)

January 2024-  
December 2024

## Appendix H: PI Project Prioritization Matrix

Criteria	Weight	Scoring Values	Performance Improvement Requests							
			Enter Scoring Value	Enter Scoring Value	Enter Scoring Value	Enter Scoring Value	Enter Scoring Value	Enter Scoring Value	Enter Scoring Value	Enter Scoring Value
<b>Regulatory Requirement</b> (MDHHS, LRE, CARF, CCBHC, etc.) - Strategic Plan Requirement - Other services/departments depend on it	5	0: None are true 3: One is true 6: Two are true 9: All are true	0	0	0	0	0	0	0	0
<b>Risk Mitigation</b> - Are consumers at risk if improvement is not made? - Is the agency at risk if improvement is not made?	4	0: Little risk if not made 3: Some risk if not made 6: Much risk if not made 9: High risk if not made	0	0	0	0	0	0	0	0
<b>Value to Stakeholders</b> - How much value does the PI project provide to consumers, staff, community?	3	0: Little value to stakeholders 3: Some value to stakeholders 6: A lot of value to stakeholders 9: Essential/Critical to stakeholders	0	0	0	0	0	0	0	0
<b>Cost</b> - Includes implementation and maintenance costs - Includes financial costs, staff time/capacity, and other resources.	2	0: Lots of unknown or hidden costs 3: Some costs are known 6: Many costs are known 9: All costs, direct & indirect, are known, tabulated and approved.	0	0	0	0	0	0	0	0
<b>Total Score</b>			0	0	0	0	0	0	0	0



# HealthWest

Muskegon's Behavioral Wellness Connection

Quality Assurance & Performance Improvement Plan  
(QAPIP) FY2024

August 2024 Update

# Purpose

To guide the agency-wide quality improvement activities of HealthWest and support the integration of a continuous quality improvement philosophy into the organization's everyday work.



# Plan Updates

- Pg. 10 Integrated Health and Care Coordination Committee Added, with reporting schedule for Performance Improvement Committee (PIC).
- Pg. 14&15 CARF Accreditation Section Added to indicate CARF standards for performance measures and employee education in performance measurement and responsibilities.
- Pg. 15 Certified Community Behavioral Health Clinic (CCBHC) – responsibilities of the quality improvement plan to address quality care for the CCBHC population.
- Pg. 21 Updated PIC members.
- Pg. 11, 12, and 25 Updated language to indicate timeliness standards for reporting of risk, critical, and sentinel events. Updated the Critical and Risk Events Incident Reporting Grids.



Goals

Target improvements at all levels, including management, administration, and programs. Dimensions of care such as access, effectiveness, efficiency, and satisfaction will be addressed.

---

Involve people served and those who care for them in assessing and improving satisfaction with outcomes and services.

---

Develop performance indicators to ensure that services are effective, safe, respectful, and appropriate.

---

Track key performance indicators, comparing performance to statewide and/or nationwide data when available.

---

Ensure that service providers fulfill their contractual or employment obligations per applicable regulatory and accreditation standards.

---

Ensure that service providers are competent and capable of providing services through a system of competency evaluation and credentialing.

---

Ensure that HealthWest provides effective, equitable, understandable, and respectful quality care and services responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs.

---

Ensure that performance indicators and improvement activities impact all populations served by the agency, including but not limited to populations such as persons served over a long period, older adults, children, non-English speakers, and those with developmental disabilities.



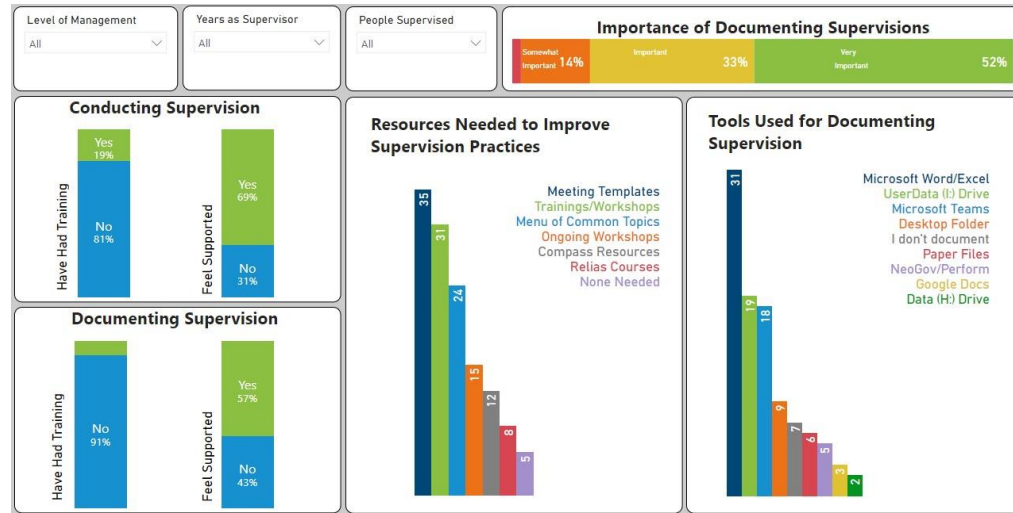
**Goal 1: Target improvements at all levels, including management, administration, and programs. Dimensions of care such as access, effectiveness, efficiency, and satisfaction will be addressed.**





# Supervision/Management: DEI Department

- Began Kata December 2023
- Challenge Statement: By 12/21/2024 Implement CQ Framework utilizing Improvement Kata methodology for goals and objectives into all staff supervisions.
- Baseline: 23% who supervise at least one person currently employ cultural values and/or cultural capabilities in supervision.
- Currently working with Information Technology team to build beta model and workflow of supervision process.



# Administrative: Finance

Challenge Statement: By November 30, 2024, see error rates drop by 50%, which is inclusive of Purchase Order (PO) items causing delays, Explanation of Benefits back-up, PO amounts not sufficient, and accuracy of data entry or incorrect vendor number.

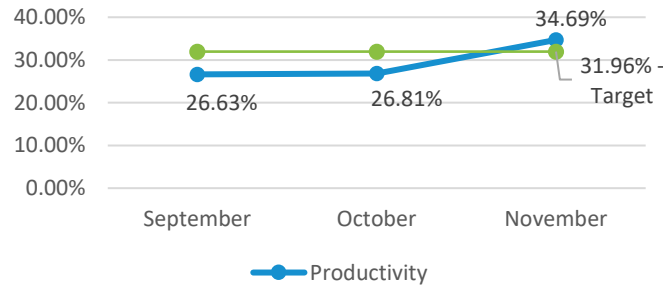
# Outpatient Services: Clinical Programs

Began Kata 9/22/23

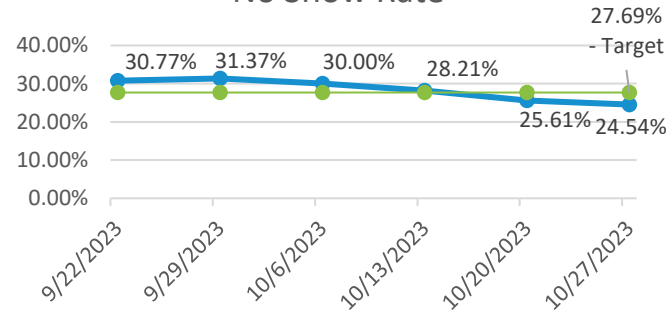
Challenge Statement: Improve productivity standards for the Outpatient Therapy Team by 20% by 12/22/23

Other outputs: Created a “No Show Guideline”, in the process of improving productivity the team reduced No Show rates.

Productivity



No Show Rate



# Other Ongoing Improvement Kata

- Quality Assurance Department:
  - Waiver Management/Compliance
  - Root Cause Analysis Timeliness
- Data Analytics:
  - Time from data request to completion
- Finance Department:
  - Process Mapping and Collecting Baseline Data: Claims, Billing, Accts. Payable, Contracts
- MI Adult Team
  - Productivity
- In addition, 2 staff have used the Improvement Kata in reaching personal development goals.



# Clinical Program Goal Setting

- Supervisors and managers have been meeting w/ Quality Assurance and Data Analytics to set Outcome Goals.
- Eighteen clinical programs have already met to set goals. Goals are written in ways that are SMART:
  - Specific
  - Measurable
  - Achievable
  - Relevant
  - Time-Bound
- Data will be collected and reported using PowerBI or other reporting options.
- Program team meetings will regularly incorporate review of data and discuss goal progress.



## **Goal 2: Involve people served and those who care for them in assessing and improving satisfaction with outcomes and services.**

### **Consumer Advisory Committee**

- In January, CAC Member David Scholtens joined as a member of the Performance Improvement Committee.
- In March, David presented newly developed CAC Goals for FY24:
  - To advocate for those who do not have a voice by committee members informing the board of concerns identified.
  - To increase participation at events such as WAM, HRW, and the suicide prevention walk by increasing member attendance by 50%.
  - To be informed and educated on programs at HealthWest by reaching committee members in each meeting during FY2024.
  - To provide member feedback on topics introduced by the Performance Improvement Committee during each meeting FY2024.
  - To build consumer advisory membership by reaching 9-12 members by engaging others to attend during FY2024.

## Surveys

- Behavior Treatment Plan Review Committee
- Annual Needs Stakeholder Survey (Previously presented)
- Customer Satisfaction Surveys were sent in FY23 (Previously presented) and current FY24 surveys are being distributed now.

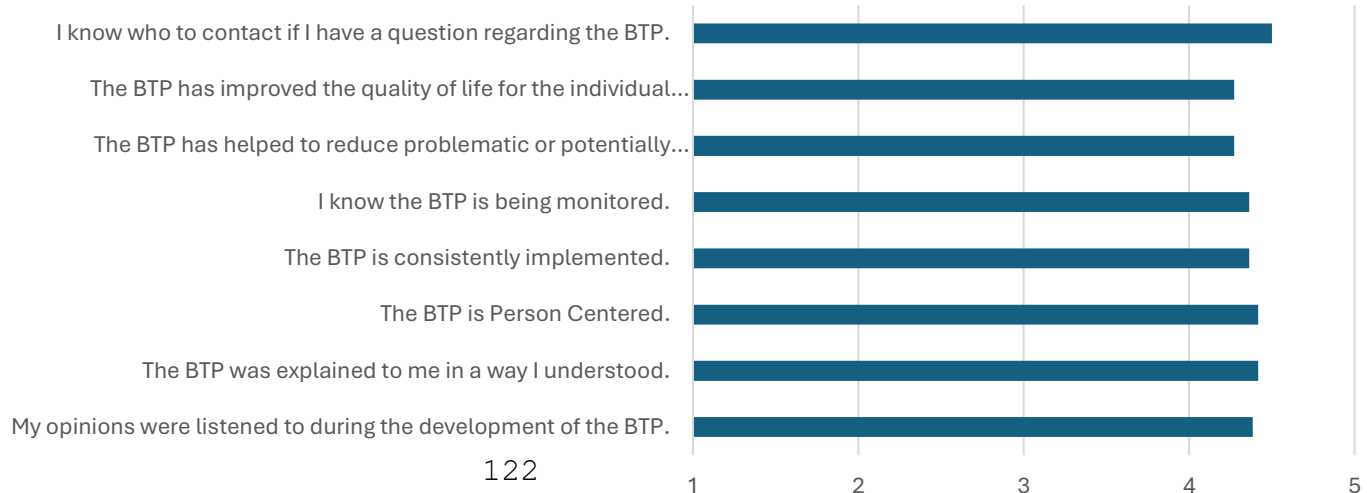


# Behavior Treatment Plan Review Committee

- Surveys were sent to consumers, guardians, and group home staff caring for individuals.
- Results:

Behavior Treatment Plan Review Committee Survey Results

1 = Strong Disagree  
2 = Disagree  
3 = Neutral  
4 = Agree  
5 = Strongly Agree





# Goal 3: Develop performance indicators to ensure that services are effective, safe, respectful, and appropriate.

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- Improve Root Cause Analysis (RCA) timeliness from time of sentinel event notification to time of RCA report completion.
  - 75% of RCA for a sentinel event will be completed within 45 days of starting the RCA process.
  - 75% of completed sentinel event/unexpected death forms will be sent to the LRE within 48 hours of RCA completion.
- Improve utilization so that 90% of services are provided within a 25% variance of what is authorized in the Individual Plan of Service.
- Reduce racial disparity between Black/African American and White individuals who receive Follow Up Hospitalization (FUH) services w/in 7 and 30 days to a Percentage Point Gap of -2.99% or above in FY24.




# Utilization Management: Services are Effective and Appropriate




- Began Kata 3/25/24
- Challenge Statement: 90% of authorized services will be utilized within a 25% variance by October 1, 2024
- Update:
  - Baseline has been established
  - Process mapping completed
  - Plan Do Check Act (PDCA) cycle 1 underway – “When preparing/completing an IPOS Review, all case management staff/supervisors will use the IPOS Utilization Report to review recent use of authorizations to help determine if the amount, scope, and duration of CLS authorized is still medically necessary by 10/1/24”
    - Supervisors have been trained in the use of a dashboard for monitoring utilization.

**Goal 4: Track key performance indicators, comparing performance to statewide and/or nationwide data when available.**

 <b>MMBPIS Summary</b>		Data Source: Latitude 43 & View MMBPIS Excel Files				
Select FY	24	Target	Q1	Q2	Q3	Q4
#1	% of Pre-Admission Screening Dispositions 3 hrs or less - Child	95%	98.7%	100.0%	(Blank)	(Blank)
	% of Pre-Admission Screening Dispositions 3 hrs or less - Adult	95%	97.6%	98.8%	(Blank)	(Blank)
#2a	Biopsychosocial within 14 days --MIC	62%	57.4%	65.5%	(Blank)	(Blank)
	Biopsychosocial within 14 days --MIA	62%	48.1%	59.7%	(Blank)	(Blank)
	Biopsychosocial within 14 days --DDC	62%	41.9%	51.1%	(Blank)	(Blank)
	Biopsychosocial within 14 days --DDA	62%	72.7%	60.9%	(Blank)	(Blank)
	Biopsychosocial within 14 days -- Total	62%	51.7%	61.2%	(Blank)	(Blank)
#3	Ongoing Services within 14 days -- MIC	72.9%	57.7%	72.0%	(Blank)	(Blank)
	Ongoing Services within 14 days -- MIA	72.9%	59.6%	69.7%	(Blank)	(Blank)
	Ongoing Services within 14 days -- DDC	72.9%	44.4%	62.2%	(Blank)	(Blank)
	Ongoing Services within 14 days -- DDA	72.9%	18.2%	50.0%	(Blank)	(Blank)
	Ongoing Services within 14 days -- Total	72.9%	56.8%	69.1%	(Blank)	(Blank)
#4a	Seen within 7 Days of Inpatient Discharge --Children	95%	95.5%	100.0%	(Blank)	(Blank)
	Seen within 7 Days of Inpatient Discharge --Adults	95%	92.8%	97.7%	(Blank)	(Blank)
#4b	Seen within 7 Days of Detox Discharge	95%	100.0%	100.0%	(Blank)	(Blank)
#10	Inpatient Recidivism Rate --Children	< 15%	20.0%	13.8%	NaN	NaN
	Inpatient Recidivism Rate --Adult	< 15%	12.7%	11.3%	NaN	NaN




## **Goal 5: Ensure that service providers fulfill their contractual or employment obligations per applicable regulatory and accreditation standards.**

- The Contracts Department, in collaboration with the Quality Assurance Department, began monthly provider audits in February 2024.
    - There are some findings for improvement that are consistent across multiple audited providers, which are being targeted for improvement.
    - Corrective Action Plans were issued for several providers.
    - Training
      - In July, HealthWest provided training to providers on progress note documentation standards and requirements, including a checklist of the standards and progress note templates that meet the standards.
      - Some providers have updated templates already to ensure they meet the standards.
- 
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- 



**Goal 6: Ensure that HealthWest provides effective, equitable, understandable, and respectful quality care and services responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs.**

A large orange circle graphic on the left side of the slide.

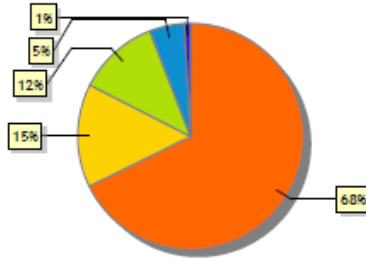
# Interpretation and Translation Services Provided

## **Translation Services Through AMN HealthCare and Voices for Health**

- 17 Services provided in Person (VFH)
- 33 Services provided by Audio (AMN)
- 92 Services provided by Video (AMN)

# Translation Services by Video

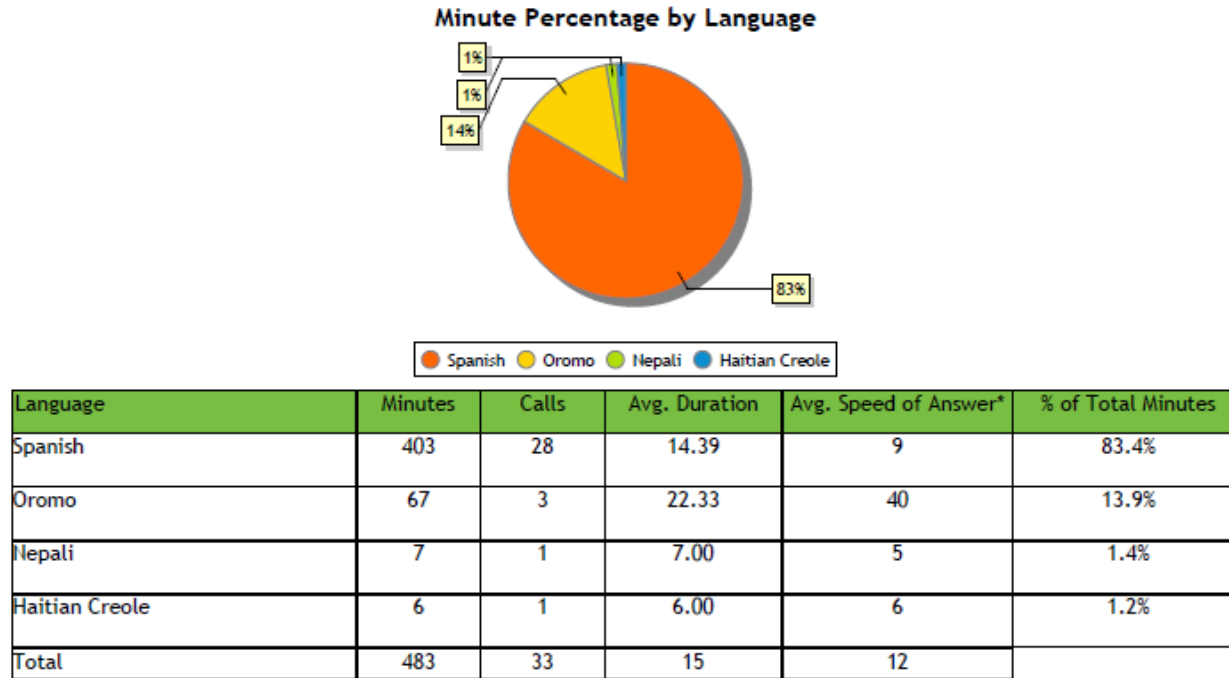
Minute Percentage by Language



Spanish ASL Gujarati Haitian Creole CDI

Language	Minutes	Calls	Rollover Calls	Avg. Duration	Avg. Speed of Answer	% of Total Minutes
Spanish	1,765	63	0	28.02	11	67.7%
ASL	385	20	0	19.25	40	14.8%
Gujarati	303	6	0	50.50	10	11.6%
Haitian Creole	130	2	0	65.00	83	5%
CDI	23	1	0	23.00	49	0.9%
Total	2,606	92	0	28	19	

# Translation Services by Audio





# Translation Services: Improvement Efforts



TRAIN STAFF IN THE CUSTOMER SERVICE STANDARDS ANNUALLY.



UPDATED THE COMPASS (INTERNAL STAFF WEBSITE) WITH THE INSTRUCTIONS FOR TRANSLATION / INTERPRETATION.



REGULARLY DISCUSS TRANSLATION / INTERPRETATION IN SUPERVISOR MEETINGS.



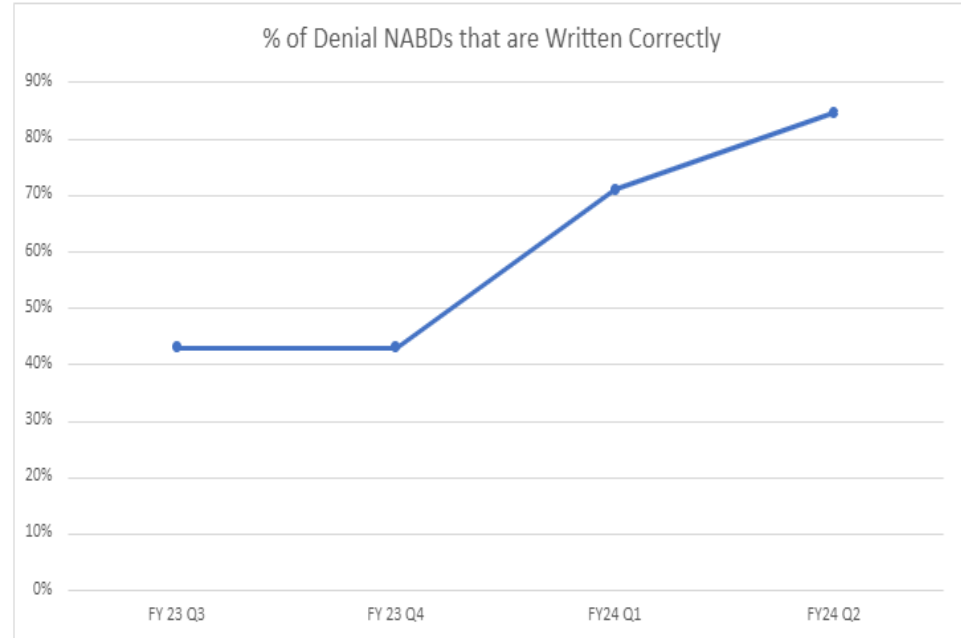
EMAIL NEW HIRES WITH PASSWORD/ USERNAME AND INSTRUCTIONS ON HOW TO USE TRANSLATION / INTERPRETATION SERVICES



IT DEPARTMENT WORKED WITH AMN AND ZOOM TO HAVE THE INTERPRETATION INTEGRATED THROUGH ZOOM FOR VIRTUAL APPOINTMENTS.

# Customer Services: Ongoing

- Began Kata in Oct. 2023
- Challenge Statement: 92% of NABDs will be written according to the contract by June 30, 2024
- Update: 3 Plan Do Check Act (PDCA) cycles completed, currently engaged in process mapping to learn more about the current condition for PDCA 4.
- Other outputs: Written guidelines, rubric for scoring NABD writing (used to gather data), multiple trainings completed



**Goal 7: Ensure that performance indicators and improvement activities impact all populations served by the agency, including but not limited to populations such as persons served over a long period, older adults, children, non-English speakers, and those with developmental disabilities.**

- The following department/programs have ongoing or completed Kata projects.

Customer Services  
Finance  
Utilization Management  
Corrections Team  
Diversity, Equity, and  
Inclusion  
Data Analytics

Contracts  
Autism Program  
MI Adult Team  
IDD Adult Team  
Access Department  
Human Resources  
SED Youth

Questions?



## **Consumer Advisory Committee Update:**

*The Consumer Advisory Committee met on August 14, 2024 –*

The Consumer Advisory Committee met on August 14, 2024 –

- People who are Exceptionally Able Committee – Kara Jaekel is the chair of this committee and has asked for “experts” to participate in a Panel. This panel has been planned for November 6, 2024, at noon. Several Members of the Consumer Advisory Committee have agreed to be on the panel.
- Safer Suicide Messaging – Michael Pyne reviewed the draft plan for Safer Suicide Messaging and asked for feedback and input from the committee.
- HealthWest IT department was seeking input from the Consumer Advisory Committee following the CARF Survey regarding (IT recommendations – Seek input from persons served). The committee suggested a survey to gather this information.
- Consumer Recognition Ceremony – The community relations team was seeking feedback and planning input regarding consumer recognition. The Consumer Advisory Committee named this ceremony “Rising Stars” and had input with the planning and facilitation.



## **HealthWest Employee Recognition / Feedback from Consumers:**

### **Customer Service received a phone call on July 9<sup>th</sup>**

*Marjory Erdman was given praise by the mother of a youth who needed to utilize the warm line. The parent shared they felt very comfortable and appreciated the time that was spent during their crisis. They said Marjory spent over an hour with them and they were thankful for all the support that they received. They also shared that they called 2 times over the weekend, and they came in first thing Monday morning for a screening. They shared that the entire process was helpful, and they are grateful for all the help they received.*

***Keep up the GREAT work Marjory Erdman!!!!!!***

### **Feedback for Customer Service on July 29<sup>th</sup>**

*Customer Service received positive feedback about the Individual Placement & Supports team. (Anne Lent). The individual being supported on the IPS team shared positives about the services at HealthWest. Initially, this individual shared that it makes him sad that people do not take the time to listen because he feels his English is not very good. But shared that HealthWest is one of their supporters and further stated "Everyone is so nice here and listens to me".*

***Keep up the GREAT work Anne Lent, thank you for all you do!!!!!!***



## **HealthWest Board Works Session**

### **MHC Board Rooms**

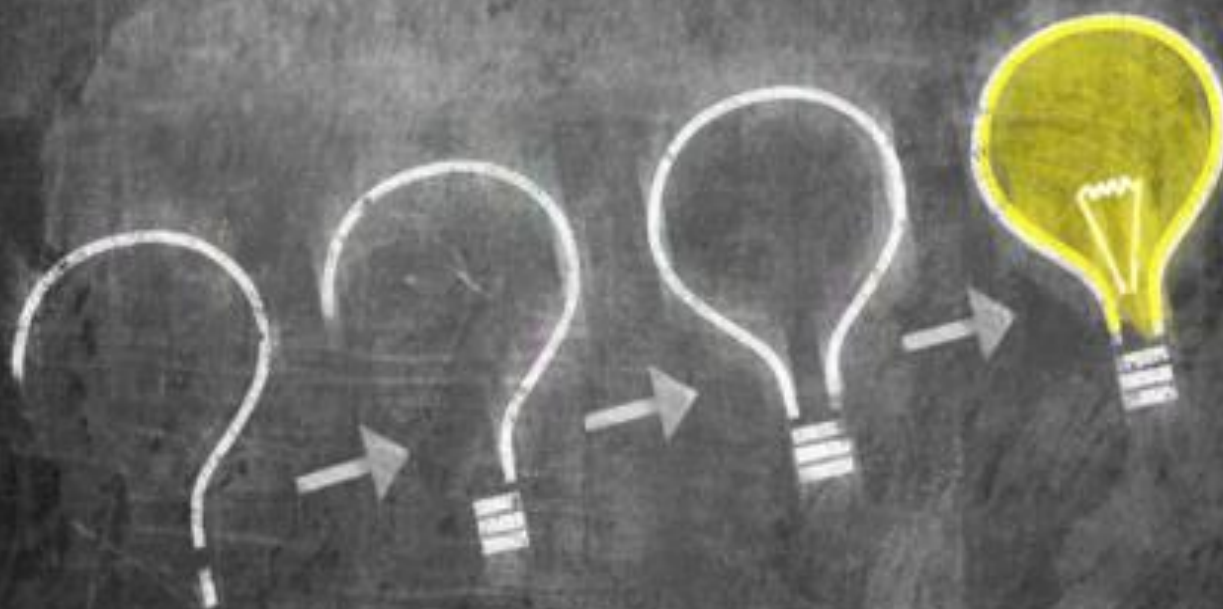
**Monday, September 16<sup>th</sup>  
5:00pm – 7:00pm**

**Dinner will be provided**

### **Educational Topics:**

- **CCBHC –**  
*Linda Anthony, Director of Health Information Services*
- **CRU –**  
*Heather Wiegand, Clinical Services Manager of Correctional Services & Christy LaDronka, Chief Clinical Officer*
- **Rate of Units –**  
*Brandy Carlson, Chief Financial Officer*
- **MichiCANS –**  
*Ann Gatt, Director of Children's Clinical Services & Christy LaDronka, Chief Clinical Officer*
- **SUD Funding –**  
*Brandy Carlson, Chief Financial Officer*
- **Clubhouse / Member Based:**  
*Jerry Parker, Clinical Services Supervisor of Clubhouse*

# **Community Mental Health Association of Michigan Annual Fall Conference**



## **SHARING SOLUTIONS**

**October 21 & 22, 2024  
Grand Traverse Resort • Traverse City, Michigan**





**MEMORANDUM**

Date: August 23, 2024

To: HealthWest Board of Directors

CC: Mark Eisenbarth, Muskegon County Administrator  
Matt Farrar, Muskegon County Deputy Administrator  
Angie Gasiewski, Muskegon County Finance Director

From: Rich Francisco, Executive Director

Subject: **Director's Update**

**PLACE HOLDER**

