

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

**January 23, 2026**

**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 8:00 a.m.

**ROLL CALL**

Members Present: Janet Thomas, Janice Hilleary, Jeff Fortenbacher, John Weerstra, Remington Sprague, M.D., Thomas Hardy, Chris McGuigan, Charles Nash, Tamara Madison, Michelle Hazekamp

Members Online: Mary Vazquez

Members Absent: Cheryl Natte

Others Present: Rich Francisco, Holly Brink, Gina Maniaci, Brandy Carlson, Christy LaDronks, Kristi Chittenden, Carly Hysell, Melina Barrett, Jackie Farrar, Helen Dobb, Linda Anthony, Casey Olson, Linda Wagner, Mickey Wallace, Jennifer Hoeker, Pam Kimble, Kim Davis, Natalie Walthers, Amber Berndt

Guests Present: Angela Gasiewski, Joe Comella, Stephanie VanDerKooi

**MINUTES**

HWB 43-B - It was moved by Mr. Hardy, seconded by Dr. Sprague, to approve the minutes of the December 19, 2025 Full Board meeting as written.

**MOTION CARRIED**

HWB 44-B - It was moved by Commissioner Nash, seconded by Mr. Hardy, to approve the minutes of the December 12, 2025 Finance Committee meeting as written.

**ITEMS FOR CONSIDERATION**

HWB 45-B – It was moved by Mr. Hardy, seconded by Dr. Sprague, to approve expenditures for the month of November 2025, in the total amount of \$5,558,358.37.

**MOTION CARRIED**

**Monthly Report from the Chief Financial Officer**

Ms. Carlson, Chief Financial Officer, presented the November report, noting an overall cash balance of \$11,639,867.99 as of November 30, 2025.

## Finance Update Memorandum

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

HWB 46-B – It was moved by Mr. Hardy, seconded by Dr. Sprague, to approve the HealthWest Executive Director to sign a contract with the Lakeshore Regional Entity effective October 1, 2025, through September 30, 2026 to provide State Fair Hearing Services.

**MOTION CARRIED**

HWB 47-B – It was moved by Mr. Hardy, seconded by Mr. Weerstra, to approve the HealthWest Executive Director to approve the above landlord for the HUD grant funding for Fiscal Year 2026.

**MOTION CARRIED**

## **OLD BUSINESS**

There was no old business.

## **NEW BUSINESS**

There was no new business.

## **COMMUNICATION**

There was no communication.

## **DIRECTOR'S COMMENTS**

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

### **MDHHS Updates:**

- **PIHP Procurement:** January 8, 2026 – Hon. Judge Yates finally offered a ruling and order on the case between CMHSPs/PIHPs versus MDHHS/DTMB on the PIHP procurement issue. The court declared that the RFP, as drafted, conflicts with Michigan Law in several respects. The court denied the State's motion for summary disposition and granted in part, the plaintiff's request for summary disposition. The court also did not issue an injunction but required the State to revise the RFP to comply with Michigan law, particularly regarding the CMHSPs' ability to contract and fulfill managed care duties. The ruling reinforces the central statutory role of CMHSPs in Michigan's public mental health system.

The conflicts identified in the ruling include:

- RFP's prohibition on PIHPs delegating managed care functions to CMHSPs via financial contracts and conflicts with Mental Health Code.
- The RFP does not ensure that CMHSPs receive sufficient Medicaid funding to fulfill their statutory obligations.

- The RFP's structure could prevent CMHSPs from maintaining provider networks, conducting investigations, and enforcing Recipient Rights, coordinating care for individuals in crisis or with complex needs, and could prevent them from providing mandated services such as preadmission screening, crisis stabilization and wrap around services.

The State must determine how to bring the RFP into compliance whether to do a notice of deficiency, amendment, or withdrawal of the RFP. In addition, the Court retains authority and may issue further relief if the State fails to address the identified legal conflicts. I have reached out to other directors and am not hearing any word or any updates. The defendants, MDHHS/DTMB, have 30 days to respond and so we will hear something by the first week of February.

- **CCBHC direct payment:** LRE/HW State Fair Hearing Agreement. We would like LRE to continue to provide State Fair Hearing representation for CCBHC-related cases that escalate to the State level and to MDHHS. Since CCBHC oversight has been removed from PIHP this responsibility has shifted to the CMHSP. HW in the meantime will contract with LRE to provide this as they have the resources to do this well. LRE will continue and represent HW in non-CCBHC state fair hearing services as they have always done. We have developed an agreement with LRE to continue using their State Fair Hearing expertise for CCBHC services.

#### **LRE Level Updates:**

- LRE is developing a SD (Self Directed/Determination) workgroup to work on standardized approach to self-determination in the region. They have asked HW to have representation and from HW we will be sending our Self Determination coordinator along with our Quality Improvement Director, Pam Kimble.
- During a CEO Ops group meeting held on 1/21/2026, the LRE presented the most current FSR ending in November based on the most current revenue projections calculated by LRE. HW is projected to have a surplus. CMH CEOs will also be meeting separately to discuss regional strategy surrounding factors and CMH decisions that could impact the regional budget. Discussions will include: CCBHC considerations and how CMHSPs are running their programs, COFR/CCBHC agreements, and other factors such as provider management.
- LRE is also meeting with HW to discuss the special residential framework completed by LRE consultants. HW will review the framework as it relates to special residential rates regionally and evaluate how we will roll this out within our provider network.

#### **CMH Level Updates:**

- HW is currently under a MiFast review for our DBT program (Dialectic Behavior Treatment) program (1/22/2026). The reviewers had to switch to a virtual or remote review due to weather. Amie Bakos, Adult Services Director will keep me posted of results from the review.
- Quality Improvement Team is working on our Annual Needs Assessment and putting the data together. This is a contractual requirement for the CMHSPs to complete. The due date is at the end of February.
- HW participated with a group of about 70 individuals from various community providers and law enforcement agencies in the SIM (Sequential Intercept Model) annual planning and meeting.

- Lastly, HealthWest is well into the testing of Clinically AI, we have heard numerous feedback from staff regarding the amount of time saved with clinical documentation, preserving accuracy and retaining clinical subjectivity.

### **AUDIENCE PARTICIPATION**

There was no audience participation.

### **ADJOURNMENT**

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

Respectfully,

Janet Thomas  
Board Chair

/hb

**PRELIMINARY MINUTES  
To be approved at the Full Board Meeting on  
February 27, 2026**



**TO:** **HealthWest Board Members**  
**FROM:** **Janet Thomas, Board Chair, via Rich Francisco, Executive Director**  
**SUBJECT:** **Full Board Meeting**  
**January 23, 2026**  
**376 E. Apple Ave., Muskegon, MI 49442**  
**<https://healthwest.zoom.us/j/94259223301?pwd=1jL64IYh445eFUkwvH4v06Q4ahLLjI.1>**  
Webinar ID: 942 5922 3301 Passcode: 997543

### AGENDA

1)	Call to Order	Action
2)	Welcome Commissioner Hazekamp	
3)	Approval of Agenda	Action
4)	Approval of Minutes	
	A) Approval of the Full Board Minutes of December 19, 2025 (Attachment #1 – pg. 1-6)	Action
	B) Approval of the Finance Committee Minutes of December 12, 2025 (Attachment #2 – pg. 7-9)	Action
5)	Public Comment (on an agenda item)	
6)	Items for Consideration	
	A) Authorization of Expenditures for November 2025 (Attachment #3 – pg. 10)	Action
	B) Monthly Report from the Chief Financial Officer (Attachment #4 – pg. 11-14)	Information
	C) Finance Update Memorandum (Attachment #5 – pg. 15-16)	Information
	D) Approval to Contract with Lakeshore Regional Entity (LRE) (Attachment #6 – pg. 17-38)	Action
	E) Approval to Include Kamp Veld LLC to the Approved Landlords for Lease Payments (Attachment #7 – pg. 39)	Action
7)	Old Business	
8)	New Business	
9)	Communication	
	A) Roslund, Prestage and Company (Attachment #8 – pg. 40-41)	Information

B)	CMHA Winter Conference Flyer (Attachment #9 – pg. 42-54)	Information
C)	Director's Report – Rich Francisco, Executive Director (Attachment #10 – pg. 55-56)	Information
10)	Public Comment	
11)	Adjournment	Action

/hb

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

**December 19, 2025**

**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 8:00 a.m.

**ROLL CALL**

Members Present: Janet Thomas, Cheryl Natte, Janice Hilleary, Jeff Fortenbacher, John Weerstra, Remington Sprague, M.D., Thomas Hardy, Chris McGuigan

Members Absent: Charles Nash, Kim Cyr, Mary Vazquez, Tamara Madison

Others Present: Rich Francisco, Holly Brink, Gina Maniaci, Brandy Carlson, Christy LaDronks, Carly Hysell, Melina Barrett, Jackie Farrar, Kelly Betts, Helen Dobb, Linda Anthony, Gina Kim, Casey Olson, Linda Wagner, Mickey Wallace, Gary Ridley, Pam Kimble

Guests Present: Joe Comella, Matt Farrar, Sara Hough, Stephanie VanDerKooi

**MINUTES**

HWB 41-B - It was moved by Mr. Hardy, seconded by Dr. Sprague, to approve the minutes of the November 21, 2025 Full Board meeting as written.

**MOTION CARRIED**

**COMMITTEE REPORTS**

**Program Personnel Committee**

HWB 18-P - It was moved by Mr. Hardy, seconded by Mr. Weerstra, to approve the minutes of the October 10, 2025 meeting as written

**MOTION CARRIED**

HWB 19-P - It was moved by Mr. Hardy, seconded by Ms. Hilleary, to approve the policy and procedural changes for Policy 04-001 described above and attached, effective December 22, 2025.

**MOTION CARRIED**

HWB 20-P - It was moved by Mr. Hardy, seconded by Ms. Hilleary, to approve the policy and procedural changes for Policy 04-003 described above and attached, effective December 22, 2025.

**MOTION CARRIED**

HWB 21-P - It was moved by Mr. Hardy, seconded by Ms. Hilleary, to approve the policy and procedural changes for Policy 04-004 described above and attached, effective December 22, 2025.

**MOTION CARRIED**

HWB 22-P - It was moved by Mr. Hardy, seconded by Ms. Hilleary, to approve the policy and procedural changes for Policy 04-006 described above and attached, effective December 22, 2025.

**MOTION CARRIED**

HWB 23-P - It was moved by Mr. Hardy, seconded by Ms. Hilleary, to approve the policy and procedural changes for Policy 04-007 described above and attached, effective December 22, 2025.

**MOTION CARRIED**

HWB 24-P - It was moved by Mr. Hardy, seconded by Ms. Hilleary, to approve the policy and procedural changes for Policy 04-009 described above and attached, effective December 22, 2025.

**MOTION CARRIED**

HWB 25-P - It was moved by Mr. Hardy, seconded by Ms. Hilleary, to approve the policy and procedural changes for Policy 04-010 described above and attached, effective December 22, 2025.

**MOTION CARRIED**

HWB 26-P - It was moved by Mr. Hardy, seconded by Ms. Hilleary, to approve the policy and procedural changes for Policy 04-013 described above and attached, effective December 22, 2025.

**MOTION CARRIED**

HWB 27-P - It was moved by Mr. Hardy, seconded by Ms. Hilleary, to approve the policy and procedural changes for Policy 04-015 described above and attached, effective December 22, 2025.

**MOTION CARRIED**

HWB 28-P - It was moved by Mr. Hardy, seconded by Ms. Hilleary, to approve the policy and procedural changes for Policy 04-016 described above and attached, effective December 22, 2025.

**MOTION CARRIED**

HWB 29-P - It was moved by Mr. Hardy, seconded by Ms. Hilleary, to approve the policy and procedural changes for Policy 04-017 described above and attached, effective December 22, 2025.

**MOTION CARRIED**

HWB 30-P - It was moved by Mr. Hardy, seconded by Ms. Hilleary, to approve the policy and procedural changes for Policy 04-018 described above and attached, effective December 22, 2025.

**MOTION CARRIED**

HWB 31-P - It was moved by Mr. Hardy, seconded by Ms. Hilleary, to approve the policy and procedural changes for Policy 04-020 described above and attached, effective December 22, 2025.

**MOTION CARRIED**

HWB 32-P - It was moved by Mr. Hardy, seconded by Ms. Hilleary, to approve the policy and procedural changes for Policy 04-022 described above and attached, effective December 22, 2025.

**MOTION CARRIED**

HWB 33-P - It was moved by Mr. Hardy, seconded by Ms. Hilleary, to approve the HealthWest Policy for Financial Management, effective December 22, 2025.

**MOTION CARRIED**

### **Recipient Rights Committee**

HWB 34-R - It was moved by Ms. Natte, seconded by Ms. Hilleary, to approve the minutes of the October 10, 2025 meeting as written.

**MOTION CARRIED**

HWB 35-R - It was moved by Ms. Thomas, seconded by Ms. Hilleary to approve the Recipient Rights Reports for October 2025 / November 2025

**MOTION CARRIED**

HWB 36-R - It was moved by Ms. Thomas, seconded by Ms. Hilleary to authorize the approval as outlined in the motion above appointing Casey Olson as the Recipient Rights Officer, effective November 17, 2025.

**MOTION CARRIED**

### **Finance Committee**

HWB 37-F - It was moved by Mr. Hardy, seconded by Dr. Sprague, to approve the minutes of the November 14, 2025, meeting as written.

**MOTION CARRIED**

HWB 38-F - It was moved by Dr. Sprague, seconded by Mr. Hardy, to approve expenditures for the month of October 2025, in the total amount of \$3,501,069.29.

**MOTION CARRIED**

HWB 39-F - It was moved by Mr. Hardy, seconded by Dr. Sprague, to authorize the HealthWest Executive Director to sign a contract with Imara LLC effective January 1, 2026, through September 30, 2027, to provide specialized residential services to eligible HealthWest consumers. The funding is within the HealthWest AFC Specialized Residential Budget of \$24,900,000.00.

**MOTION CARRIED**

HWB 40-F - It was moved by Mr. Hardy, seconded by Dr. Sprague, to authorize the HealthWest Executive Director to sign a contract with Giddings AFC Homes, LLC effective January 1, 2026, through September 30, 2027, to provide specialized residential services to eligible HealthWest consumers. The funding is within the HealthWest AFC Specialized Residential Budget of \$24,900,000.00.

**MOTION CARRIED**

### **ITEMS FOR CONSIDERATION**

HWB 42-B – It was moved by Ms. Thomas, seconded by Mr. Fortenbacher, to authorize the HealthWest Consumer Advisory Committee to increase the member capacity from 9 -11 members to 15 members and changing the policy language allowing current members to remain on the committee longer than current term 1-3 years if the capacity is not currently met to prevent vacancy.

**MOTION MADE ON THE FLOOR / MOTION CARRIED**

### **OLD BUSINESS**

There was no old business.

### **NEW BUSINESS**

There was no new business.

### **COMMUNICATION**

Mr. Hardy provided an update on the Consumer Advisory Council. Brandy Carlson provided positive feedback and employee kudos.

### **DIRECTOR'S COMMENTS**

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

### **PIHP Procurement:**

- At the time of writing this update (12/18/2025), HW along with all the CMHSPs and PIHPs are waiting on Judge Yates to make a ruling on the case against MDHHS and DTMB regarding PIHP procurement. The hearing

was held on December 8<sup>th</sup> in Lansing for the first day and for the second and third day the hearing was in Grand Rapids. Like the update I provided to HW Finance committee, Judge Yates shared some concern about elements of the PIHP RFP that could strip CMHSPs of their ability to perform their statutory function to provide services according to the Mental Health Code. Judge Yates asked questions surrounding the braided funding and did receive good examples of how CMHSPs deliver services to individuals. There was also discussion surrounding civil admissions to Inpatient and hospital settings and how that is managed by CMHSPs, and how that could be impacted if the RFP were to go forward.

#### **CCBHC direct payment:**

- HW staff is currently developing a service agreement with LRE to continue to provide CCBHC appeals function for HW. Allegan and Ottawa are also interested in doing the same because the LRE is geared and already doing this function. I did mention this to the board last month that we would pursue this.
- LRE is also updating our DUA (Data Use Agreement) to include language that would permit the LRE to process CCBHC data as well for submission to MDHHS. MDHHS has agreed to let the current stand that LRE continue to be the pipeline for the CCBHC data before it goes to the state. There will be a workgroup forming in January/February to address CCBHC data concerns but to keep data flowing, the current data pipeline will remain.

#### **LRE Level Updates:**

- At the LRE board meeting, Mary Dumas provided a recap of the proceedings from the hearing with Judge Yates and the CMHSPS and PIHPs who filed a lawsuit against MDHHS. The hearing was from 12/8 - 12/10. Everyone is still waiting for Judge Yates ruling and opinion to decide the case. Judge Yates expressed wanting to provide an opinion this week.
- LRE also presented aggregate data for all CMHSPs on Grievance and Appeals data.
- The LRE also presented information related to two legislative updates from the Oversight Policy board related to an effort to prohibit Marijuana billboard advertising (HB 5134 and 5135). The other is legislation surrounding licensing of tobacco sales including e-Cigarettes and nicotine pouches. This will require retailers to obtain state issued license to sell these products (SB 462, 464-465)

#### **CMH Level Updates:**

- Last month, I gave an update that we were evaluating consolidating staff at NIMS. After deliberation and internal discussion, HW has decided not to move Terrace Plaza staff over to NIMS building and consolidate. This move will significantly increase our rent by about 83k annually. HW will evaluate this in the coming year or two again. The factors involved in the decision fell on the unpredictable nature of our funding and because of all the potential changes at MDHHS and budget concerns, HW decided to hold off on moving.

- HW found out that there is a licensing opportunity to get a twelve bed to expand our CRU (Crisis Residential Unit) without putting in a hood suppression system. Prior to moving to our current CRU our goal was to expand to twelve beds and at the time we were told that we needed a hood suppression system. We were told by the fire Marshall and notified by the architect that that only applies to 14 Bed. There is a mid-level license we can get for a twelve bed for which our current space is already appropriate. This is good news and HW does not need to spend 70k - 80k on a hood suppression system.
- HW also completed an ACT MiFAST fidelity review and the clinical teams involved are currently reviewing the reports. Any findings or recommendations will be addressed as opportunities for improvement. HW regularly conduct MiFAST reviews, but they are not a formal audit. They are an opportunity to review certain programs and evidenced based practices so we can improve current practices.

## **AUDIENCE PARTICIPATION**

There was no audience participation.

## **ADJOURNMENT**

There being no further business to come before the board, the meeting adjourned at 8:55 a.m.

Respectfully,

Janet Thomas  
Board Chair

/hb

**PRELIMINARY MINUTES**  
**To be approved at the Full Board Meeting on**  
**January 23, 2026**

**HEALTHWEST**

**FINANCE COMMITTEE MEETING MINUTES**

**December 12, 2025**  
**8:00 a.m.**

**CALL TO ORDER**

The regular meeting of the Finance Committee was called to order by Committee Chair Fortenbacher at 8:01 a.m.

**ROLL CALL**

Committee Members Present: Jeff Fortenbacher, Janet Thomas, Thomas Hardy, Remington Sprague, M.D.,

Committee Members Absent: Charles Nash, John M. Weerstra

Also Present: Rich Francisco, Holly Brink, Gina Manaici, Brandy Carlson, Kristi Chittenden, Gary Ridley, Jackie Farrar, Linda Anthony, Carly Hysell, Casey Olson, Anissa Goodno, Melina Barrett, Kim Davis

Guests Present: Angie Gasiewski, Joe Comella

**ITEMS FOR CONSIDERATION**

**A. Approval of Minutes**

It was moved by Mr. Hardy, seconded by Dr. Sprague, to approve the minutes of the November 14, 2025, meeting as written.

**MOTION CARRIED**

**B. Approval of Expenditures for October 2025**

It was moved by Dr. Sprague, seconded by Mr. Hardy, to approve expenditures for the month of October 2025, in the total amount of \$3,501,069.29.

**MOTION CARRIED**

**C. Monthly Report from the Chief Financial Officer**

Ms. Carlson, Chief Financial Officer, presented the October report, noting an overall cash balance of \$8,484,058.87 as of October 31, 2025.

**D. Finance Update Memorandum**

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

**E. Approval to Contract with Imara LLC**

It was moved by Mr. Hardy, seconded by Dr. Sprague, to authorize the HealthWest Executive Director to sign a contract with Imara LLC effective January 1, 2026, through September 30, 2027, to provide specialized residential services to eligible HealthWest consumers. The funding is within the HealthWest AFC Specialized Residential Budget of \$24,900,000.00.

**MOTION CARRIED**

**F. Approval to Contract with Giddings AFC Homes, LLC**

It was moved by Mr. Hardy, seconded by Dr. Sprague, to authorize the HealthWest Executive Director to sign a contract with Giddings AFC Homes, LLC effective January 1, 2026, through September 30, 2027, to provide specialized residential services to eligible HealthWest consumers. The funding is within the HealthWest AFC Specialized Residential Budget of \$24,900,000.00.

**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 provided an update:**

- **PIHP Procurement** – Judge Yates presided over the lawsuit between the PIHP/CMHSPS vs. DTMB/MDHHS once again on December 8, 2025. This was a 3-day hearing with the Court of Claims, that involved hearing from a variety of witnesses. The first day was held at the Hall of Justice in Lansing and then moved to Grand Rapids for the 2<sup>nd</sup> and 3<sup>rd</sup> day. After the 3<sup>rd</sup> day, the judge did not issue an opinion from the bench. He expressed that he has lots to consider regarding some concerns in the RFP and its compliance with the Mental Health Code. He did a thorough job of asking both sides during closing arguments. He asked to understand the nature of delegation of functions and managed care functions. He also inquired about contractual authority and what this entails as far as braided funding. He also inquired about substance use disorder services and who can provide this service. He also asked about involuntary hospitalization and inpatient hospitalization as well as the possible impacts as it relates to the RFP and current processes. He is expecting to make a ruling as early as next week.
- **CCBHC Supplemental Cost Report Changes Overview**- Technical Assistance TA - HW staff participated in a state meeting to review MDHHS and Milliman reporting of CCBHC Supplemental Cost reporting and the use of the template provided. The biggest changes impacting the template now are how to report cost due to the LRE no longer receiving the funds and HW is receiving them directly (CCBHC Payment transition away from PIHP).

- **HW Crisis Residential State Workgroup** - HW received an invitation to participate in a Crisis Residential Workgroup to support the Mental Health Framework Rate Development Project. The goal of the group is to gather additional information and details on crisis residential services for adults and children, as well as provide input in the development of comparison rates. The first meeting will be December 15<sup>th</sup>, 2025, from 9:30- 11am. There will be additional meetings in January. Christy LaDronka and I will be participating in the state workgroup. The invitation came from Alexandra Kruger, Division Director of Intensive Specialty Services at MDHHS.
- Just FYI to Finance Committee that we are looking to review our space at Hinman, Terrace Plaza. Our contract will be expiring at the end of January 2026, and we are evaluating whether HW will continue to use that space. We have an opportunity to consolidate more staff at the NIMS building and are reviewing this as well.

#### **AUDIENCE PARTICIPATION**

There was no audience participation.

#### **ADJOURNMENT**

There being no further business to come before the committee, the meeting adjourned at 8:17 a.m.

Respectfully,

Jeff Fortenbacher  
Committee Chair

/hb

**PRELIMINARY MINUTES**  
**To be approved at the Finance Meeting on**  
**January 9, 2026**

## REQUEST FOR HEALTHWEST BOARD CONSIDERATION AND AUTHORIZATION

COMMITTEE	BUDGETED	NON-BUDGETED	PARTIALLY BUDGETED
Finance Committee	X		
REQUESTING DIVISION	REQUEST DATE	REQUESTOR SIGNATURE	
Finance	January 9, 2026	Brandy Carlson, Chief Financial Officer	

SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)

Expenditures for the month of November 2025 totaled \$5,558,358.37. Large or unusual expenditures for the month include:

1. Payments to Guardian Trac LLC in the amount of \$100,837.34 for Outpatient Services
2. Payments to Mercy Health Partners in the amount of \$231,195.00 for Community Inpatient Services
3. Payments to Moka Corporation in the amount of \$825,708.73 for Residential and Outpatient Services
4. Payments to Pine Rest in the amount of \$350,633.36 for Community Inpatient Services
5. Payments to Professional Rehabilitation Services in the amount of \$107,317.76 for Autism Services
6. Payments to Turning Leaf in the amount of \$153,380.76 for Outpatient Services

SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)

I move to approve expenditures for the month of November 2025, in total amount of \$5,558,358.37.

COMMITTEE DATE	COMMITTEE APPROVAL
January 9, 2026	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
BOARD DATE	BOARD APPROVAL
January 23, 2026	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other

HealthWest



November 2025

Board Report

**COMMUNITY MENTAL HEALTH  
INTERIM BALANCE SHEET 2220  
MENTAL HEALTH**

November 30, 2025

<b>ASSETS</b>	<b>THIS YEAR</b>	<b>LAST YEAR</b>
<b>Cash in Bank</b>	<b>11,639,867.99</b>	<b>9,391,993.78</b>
Imprest (Petty) Cash	1,600.00	1,600.00
Due from Credit Cards	(2,974.86)	-
Accounts Receivable	(1,513,182.96)	131,690.20
Due From Other Funds	6,153.57	569.26
Prepaid Items	150,606.77	573,235.99
Due from other governments	920,833.06	(521,695.40)
<b>Total Assets</b>	<b><u>\$ 11,202,903.57</u></b>	<b><u>\$ 9,577,393.83</u></b>
 <b>LIABILITIES AND EQUITY</b>		
Accounts Payable	\$ 615,411.55	\$ 205,411.49
Undistributed Receipts	6,796.73	4,525.17
Accrued Wages and Fringes	286,938.62	296,309.03
<b>Total Liabilities and Equity</b>	<b><u>\$ 909,146.90</u></b>	<b><u>\$ 506,245.69</u></b>
 <b>DEFFERED INFLOWS OF RESOURCES</b>		
Deferred Medicaid fee for services and capitation	<u>\$ 6,391.57</u>	<u>\$ 217,464.98</u>
Fund Balance at beginning of year	942,565.51	942,565.51
Nonspendable FB-Prepays	420,673.60	
<b>**Total Fund Balance</b>	<b><u>\$ 1,363,239.11</u></b>	<b><u>\$ 942,565.51</u></b>
<b>TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCE</b>	<b><u>\$ 2,278,777.58</u></b>	<b><u>\$ 1,666,276.18</u></b>
<b>NET OF REVENUES VS EXPENDITURES</b>	<b><u>\$ 8,924,125.99</u></b>	<b><u>\$ 7,911,117.65</u></b>
 <b>Transferred to County Equipment Revolving Account for:</b>		
Mental Health Center Building (6660-0000-349220)	\$2,356,196.17	\$2,483,283.87
Future Equipment Purchases (6660-0000-349222)	\$86,607.86	\$86,607.86

**COMMUNITY MENTAL HEALTH  
INTERIM BALANCE SHEET 7930  
CMH CLIENT FUNDS**

**November 30, 2025**

<b>ASSETS</b>	<b>THIS YEAR</b>	<b>LAST YEAR</b>
Cash	\$ 507,600.88	\$ 451,694.99
Imprest Cash	\$ -	\$ -
Accounts Receivable	\$ -	\$ -
<b>Total Assets</b>	<b>\$ 507,600.88</b>	<b>\$ 451,694.99</b>

  

<b>LIABILITIES AND EQUITY</b>		
Accounts Payable	\$ 50.00	\$ 25.00
Due to Other Funds	\$ 1,117.67	\$ 137.05
Undistributed Receipts	\$ 506,433.21	\$ 451,532.94
	<b>\$ 507,600.88</b>	<b>\$ 451,694.99</b>

# HealthWest

<b>Statement of Revenues, Expenditures and Changes in Fund Balances</b>				
Budget to Actual				
For the Period from October 1, 2025 through November 30, 2025				
	<b>Original Budget</b>	<b>YTD Budget</b>	<b>YTD Actual</b>	<b>Over (Under) YTD Budget</b>
<b>Revenues</b>				
Medicaid funding:				
Medicaid capitation	\$ 66,867,234	\$ 11,144,539	\$ 10,069,537	\$ (1,075,002)
Medicaid - Autism capitation	12,683,576	2,113,929	2,331,875	217,946
Medicaid capitation - settlement	-	-	-	-
Healthy Michigan Plan	7,132,975	1,188,829	1,155,304	(33,525)
Healthy Michigan Plan - settlement	-	-	-	-
CCBHC Supplemental	18,061,503	3,010,251	1,885,335	(1,124,916)
State General Fund:				
Formula Fundings	2,066,287	344,381	-	(344,381)
Settlement	-	-	-	-
Grant Revenue	5,658,398	943,066	309,896	(633,170)
Local revenue:				
County appropriation	706,819	117,803	117,794	(9)
Client and third party fees	814,150	135,692	8,588	(127,104)
Interest income	171,420	28,570	47,050	18,480
Other revenue	201,006	33,501	105,464	71,963
<b>Total revenue</b>	<b>114,363,368</b>	<b>19,060,561</b>	<b>16,030,843</b>	<b>(3,029,718)</b>
<b>Expenditures</b>				
Salaries and wages	29,365,563	4,894,261	3,897,081	(997,180)
Fringe benefits	22,602,727	3,767,121	2,902,787	(864,334)
Staff professional development	620,601	103,434	72,982	(30,452)
Contractual expense	54,455,930	9,075,988	7,702,179	(1,373,809)
Overhead expense	3,471,786	578,631	418,947	(159,684)
Supplies	801,366	133,561	64,885	(68,676)
Utilities	302,400	50,400	13,270	(37,130)
Insurance	456,051	76,009	-	(76,009)
Capital outlay	5,060	843	-	(843)
Other expenses	1,089,962	181,660	420,805	239,145
Transfers	287,010	47,835	58,233	10,398
<b>Total expenditures</b>	<b>113,458,456</b>	<b>18,909,743</b>	<b>15,551,169</b>	<b>(3,358,574)</b>
Net change in fund balance	904,912	150,818	479,674	328,856
Fund balance, beginning of year	1,363,240	1,363,240	1,363,240	-
<b>Fund balance, end of year</b>	<b>\$ 2,268,152</b>	<b>\$ 1,514,058</b>	<b>\$ 1,842,914</b>	<b>\$ 328,856</b>

This financial report is for internal use only. It has not been audited, and no assurance is provided.



## MEMORANDUM

Date: January 23, 2026

To: HealthWest Board of Directors  
Rich Francisco, Executive Director

CC: Mark Eisenbarth, Muskegon County Administrator  
Matt Farrar, Muskegon County Deputy Administrator  
Angie Gasiewski, Muskegon County Finance Director  
Carly Hysell, HealthWest Director of Finance

From: Brandy Carlson, Chief Financial Officer

Subject: **Finance Update**

During the month of January, HealthWest will bring the following motion to the County Commissioners for approval.

Move to authorize HealthWest to enter into lease agreements with Enterprise Fleet Management for 2 vehicles for an amount not to exceed \$1,800 per year for a 5-year (60 months) term for each lease and authorize administration signature of the lease.

Under the HealthWest Enterprise Agreement, HealthWest is working to secure two (2) vehicles: One (1) - 2026 Ford F-250, and One (1) - 2026 Ford Transit-250 Cargo Van upon availability.

Per the agreement with Enterprise Fleet Management, Enterprise secures and finances the vehicles for HealthWest. Then, when the current vehicles reach specific mileage and maintenance costs, Enterprise sells them on behalf of HealthWest. The revenue from the sold vehicles then goes towards the lease payments.

In Fiscal Year 2025, HealthWest sold sixty-eight (68) vehicles for a total of \$570,888. This is 55% above the original estimated value.

Move to approve extension of the lease agreement between Hinman Lake, LLC and Muskegon County HealthWest effective February 1, 2026, through January 31, 2029, and authorize the HealthWest Director to sign the lease.

Staff request authorization to renew the lease agreement between Hinman Lake, LLC and Muskegon County HealthWest.

Main Office

376 E. Apple Ave | Muskegon, MI 49442 | P (231) 724-1111 | F (231) 724-3659

[HealthWest.net](http://HealthWest.net)

HealthWest has their Information Technologies, Data Analytics, Customer Services, Recipient Rights and Billing Departments located at 316 Morris Avenue, Suites 170 and 450, Muskegon.

Move to authorize HealthWest to purchase 30 Cisco Catalyst Wireless Access Points and shipping charges from Sentinel Technologies, Inc, an approved fulfillment partner for the Cisco Systems Inc MiDEAL cooperative agreement #210000001333, at an approximate cost of \$25,974.70 and authorize the HealthWest Executive Director to sign the contract.

The new Access Points will replace hardware that will reach end of life in FY 2026. This purchase was identified as a technology project in the budgeted FY2026 Technology Plan.

Move to approve the sixth amendment to lease between No More Sidelines and Muskegon County (DBA "HealthWest) effective January 1, 2026, and authorize the executive director for HealthWest to sign the amendment.

Since 2014, this leased space, located at 640 West Seminole Road, has served as the primary location for delivering evidence-based ABA therapy for children diagnosed with autism spectrum disorder. Over the years, the facility has been intentionally renovated and configured to meet the specialized requirements of effective behavioral treatment, including individualized therapy rooms and structured learning environments.

The program currently provides services to over 40 children and houses approximately 20 staff members, including master's level clinicians, program supervisors, and behavior technicians. The space remains essential to maintaining service capacity, ensuring continuity of care, and supporting the therapeutic needs of the children and families served.

This amendment changes areas leased and common areas and is effective January 1, 2026, with automatic one-year renewals. Either party may terminate this lease following a 90-day notice prior to expiration.

#### Main Office

376 E. Apple Ave | Muskegon, MI 49442 | P (231) 724-1111 | F (231) 724-3659

## REQUEST FOR HEALTHWEST BOARD CONSIDERATION AND AUTHORIZATION

COMMITTEE	BUDGETED	NON BUDGETED	PARTIALLY BUDGETED
Finance Committee	X		
REQUESTING DIVISION	REQUEST DATE	REQUESTOR SIGNATURE	
Administrative/Executive	January 23, 2026	Brandy Carlson, Chief Financial Officer	

SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)

HealthWest Board authorization is requested to contract with the Lakeshore Regional Entity:

Lakeshore Regional Entity (LRE) located at 5000 Hakes Dr. Ste. 250, Norton Shores, MI 49441 to provide State Fair Hearing services effective October 1, 2025, through September 30, 2026 (Agreement Included).

Services Include:

- Preparation of complete hearing packets
- Coordination with MDHHS, Administrative Law Judges, and hearing officers
- Submission of required documentation and evidence
- Monitoring and ensuring compliance with all applicable federal and state timelines
- Requesting consolidated scheduling, when appropriate
- Supporting benefit continuation determinations
- Participation in pre-hearing and post-hearing conferences or discussions
- Review of hearing decisions, preparation of summaries, and identification of corrective actions
- Representation of HealthWest during State Fair Hearings; and
- Tracking and documenting time in fifteen (15) - minute increments for billing purposes
- Any other related administrative or support services as may be mutually agreed upon in writing by the Parties

SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)

I move to authorize the HealthWest Executive Director to sign a contract with the Lakeshore Regional Entity effective October 1, 2025, through September 30, 2026, to provide State Fair Hearing Services.

COMMITTEE DATE	COMMITTEE APPROVAL
January 23, 2026	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
BOARD DATE	BOARD APPROVAL
January 23, 2026	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other

**BUSINESS ASSOCIATE, DATA USE, AND QUALIFIED SERVICE ORGANIZATION AGREEMENT  
(FOR PROCESSING AND SUBMISSION OF CCBHC RELATED DATA VIA THE LRE PIHP SYSTEM)**

THIS BUSINESS ASSOCIATE, DATA USE, AND QUALIFIED SERVICE ORGANIZATION AGREEMENT (“Agreement”) is entered into and made effective the 1st day of October, 2025 (the “Effective Date”), by and between the Lakeshore Regional Entity (“LRE”); and Muskegon County d/b/a HealthWest (“Participant”). LRE and Participant are each a Party to this Agreement and are referred to collectively as the “Parties.”

**WHEREAS**, the Parties have entered into a CCBHC State Fair Hearing and Administrative Support Services Agreement (“Services Agreement”) pursuant to which LRE, acting as a Business Associate, plans to perform certain administrative support services on behalf of Participant that relate to Participant’s Health Care Operations (the “Services”);

**WHEREAS**, LRE may from time to time and as permitted by law, Use and/or Disclose Participant’s Protected Health Information (“PHI”) including substance use disorder treatment information in connection with the Services;

**WHEREAS**, the Participant may from time to time Disclose PHI to LRE in the form of a Limited Data Set (“Limited Data Set Information”) in connection with the Services;

**WHEREAS**, LRE is a Qualified Service Organization (“QSO”), as defined the regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records codified at 42 CFR Part 2 (“Part 2 Rules”) with access to PHI that includes protected substance use disorder treatment information; and

**WHEREAS**, the Parties wish to enter into an agreement regarding the Use and Disclosure of PHI, including Limited Data Set Information, and to comply with applicable requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), as amended by the Privacy and Security provisions set forth in Section 13400 of the Health Information Technology for Economic and Clinical Health Act, Public law 111-5 (“HITECH Act”), and the regulations promulgated thereunder codified at 45 CFR Parts 160 and 164 (commonly known as the Privacy and Security Rules)(collectively referred to herein as the “HIPAA Regulations”), as they pertain to Business Associates, and the Part 2 Rules as they pertain to Qualified Service Organizations;

**NOW THEREFORE**, in consideration of the mutual promises and conditions contained herein, and for other good and valuable consideration, the Parties agree as follows:

## **DEFINITIONS**

LRE Database: Datasets that include case record data received from Participants, including directly identifying PHI, as defined by the HIPAA Regulations and second level datasets in which no PHI resides (i.e., a linked but non- directly identifying record number is assigned to each patient) and which includes de-identified data from Participants.

LRE System: The LRE software and scripts needed to onboard Participant-submitted data, apply standard validation criteria, and store/forward the information as appropriate for further processing (such as for submission to MDHHS) in alignment with the agreed upon data processing needs of each Participant.

Participants: Community Mental Health Services Program (“CMHSP”) or Certified Community Behavioral Health Clinic organizations (“CCBHC”) organizations who have requested LRE to process data sets including CCBHC related data to help ensure that all CCBHC data reporting obligations to MDHHS are fully met.

CCBHC Only: Data records are deemed to be “CCBHC Only” if they are pertinent to a client who is receiving only certified community behavioral health clinic (“CCBHC”) services on or after 10/01/2025.

PHI: PHI will have the meaning ascribed to it in the HIPAA Regulations, but for the purposes of this Agreement will refer solely to PHI transmitted from or on behalf of Participant to LRE or a Subcontractor of LRE, or created by LRE or its Subcontractor on behalf of Participant in connection with the Services. PHI will include PHI in electronic form unless specifically stated otherwise. Unless otherwise specified, the use of the term PHI will be interpreted to include Limited Data Set Information.

Limited Data Set Information: Limited Data Set Information will have the meaning ascribed to “Limited Data Sets” in the HIPAA Regulations, but for the purposes of this Agreement will refer solely to Limited Data Set Information transmitted from or on behalf of Participant to LRE or a Subcontractor of LRE, or created by LRE or its Subcontractor on behalf of Participant in connection with the Services.

Subcontractor: Subcontractor shall have the meaning ascribed to it by the HIPAA Regulations, and shall include any agent or other person who acts on behalf of an entity, provided that LRE is not acting as an agent of Participant in its role as an independent contractor herein.

Qualified Service Organization Agreement: Qualified Service Organization Agreement shall have the same meaning as defined in 42 CFR 2.11 and 2.12(c)(4).

Other definitions: Capitalized terms used, but not otherwise defined, in this Agreement will have the meaning ascribed to them in the HIPAA Regulations or Part 2 Rules, as the case may be.

### **1. GENERAL OBLIGATIONS OF PARTIES**

1.1 Participant agrees and acknowledges that the data captured by the LRE System will include certain entity and physician and patient identifying information (which shall be encrypted during transfer and at rest in the LRE System). Participant agrees that it is Participant’s responsibility to obtain any permissions required in order to submit such data for inclusion in the LRE System and specifically agrees to indemnify, defend, and hold harmless LRE and its employees, contractors, subcontractors, and agents from and

against all claims and liabilities arising out of Participant's failure to obtain any required permissions to submit such data to the extent permitted by applicable law.

1.2 LRE Reports. Participant will be entitled to receive electronic access to Participant-specific information; and such other reports as LRE or its independent service providers may prepare for Participants. All such reports shall be structured to reflect data of the Participant only. All reports provided hereunder constitute "LRE Intellectual Property" (as defined herein) and, as such, may not be reproduced or further disseminated without permission from LRE.

1.3 Participant Ad Hoc Queries. Participant may submit to LRE requests for ad hoc queries (requiring access to and analysis of aggregate data from the LRE Database). LRE may condition its approval of a request for an ad hoc query upon Participant's agreement to pay the fees required by LRE and any other service providers required in order to appropriately address Participant's ad hoc query.

1.4 Confidentiality. LRE acknowledges that the LRE Database will contain PHI, as defined by the HIPAA Regulations, which may be in the form of Limited Data Sets and are deemed confidential. Accordingly, LRE agrees and acknowledges that it will (and it will require its Subcontractor to) treat such information as confidential. The Parties hereby agree to comply with all applicable statutes and regulations, under federal and state laws, including but not limited to the HIPAA Regulations and any other applicable statutes or regulations concerning patient privacy and data security.

Participant shall define any applicable additional privacy and data security obligations beyond HIPAA and 42 CFR Part 2 in writing and include those requirements in Appendix A of this Agreement prior to Participant's transmission of patient personal health information.

## **2. INTELLECTUAL PROPERTY**

2.1 It is agreed and acknowledged that all data submitted for inclusion in the LRE Database by or on behalf of Participant are and shall remain Participant's proprietary information, and may be used by LRE and its Subcontractors only in accordance with the terms of this Agreement and any subsequent instruction from Participant with respect thereto (e.g., in connection with data analysis needs of states or other appropriate parties, as defined by LRE).

2.2 Participant hereby agrees that all data submitted to the LRE Database by or on behalf of Participant may be used by LRE for research and evaluation purposes to the extent permissible by HIPAA regulations, the Part 2 rule, and applicable state laws; provided, however, that no such data shall be used or disclosed in such a way as to identify Participant, any individual physician or physician group, or any non-physician provider, unless and until Participant advises LRE in writing that it has authorized and/or secured appropriate consent for such disclosure. LRE will not share PHI with third-parties except as otherwise authorized under this Agreement, HIPAA, and the Part 2 Rule.

2.3 Participant acknowledges that LRE is and shall be deemed the owner of all rights to the LRE Database and any deidentified aggregate data contained therein, any and all reports based thereon.

2.4 Participant may not use LRE Intellectual Property without first obtaining the express written consent of LRE, provided that Participant may use Participant-specific Aggregated Data from the LRE Database

without first obtaining such written consent so long as Participant does not make any statements about such data that are false or misleading and includes attribution of the data source with appropriate citation.

2.5 Participant acknowledges that LRE may not always have the ability to recognize data in the LRE System as belonging to the CCBHC Only category of data records. The method for delineation of CCBHC Only data record varies by data submission type, may require the combination of multiple data sets and could be subject to further challenges when there are data reporting delays and/or data reporting errors in any of the key data reporting pipelines. LRE and Participant agree to work through such challenges collaboratively to ensure patient privacy and to achieve best possible fidelity to Participant's stated **additional privacy and data security obligations** (see also APPENDIX A below).

### **3. BUSINESS ASSOCIATE OBLIGATIONS**

The obligations set out in this Sections 3.1 through 3.9 apply with respect to LRE's Use or Disclosure of PHI, other than Limited Data Set Information.

3.1 LRE agrees not to Use or Disclose PHI other than as permitted or required by this Agreement or as Required By Law and agrees to maintain the security and privacy of all PHI in a manner consistent with all applicable laws.

3.2 LRE agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent Use or Disclosure of PHI other than as provided for by this Agreement. Without limiting the generality of the foregoing, LRE further agrees to:

- (a) implement Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of Participant as required by 45 CFR 164.308; 164.310; and 164.312;
- (b) ensure that any Subcontractor to whom it provides such PHI agrees to implement reasonable and appropriate safeguards to protect the PHI and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI; and
- (c) report promptly, but in no case later than five (5) business days after discovery (as defined by 45 CFR 164.410(a)), to the Participant any Security Incident or Breach of Unsecured PHI that is known to or reasonably should be known to LRE and shall mitigate, to the extent practicable, any harmful effects of said Security Incident or Breach; provided however, that the Parties acknowledge and agree that this Subsection 3.2(c) constitutes notice by LRE to Participant of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to Participant shall be required. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on firewalls, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, Use or Disclosure of PHI.

3.3 LRE agrees to report promptly, but in no case later than 5 business days after discovery (as defined by 45 CFR 164.410(a)), to Participant any Use or Disclosure of PHI which is not authorized by this Agreement of which LRE becomes aware.

3.4 LRE agrees to ensure that any Subcontractor that creates, receives, maintains, or transmits PHI, on behalf of LRE, will agree in writing to comply with the same restrictions and conditions with respect to such information that apply through this Agreement to LRE, to the extent the restrictions, conditions, and requirements are required under HIPAA and 42 CFR Part 2. For the purposes of this Agreement, all PHI provided at LRE's direction to a Subcontractor of LRE will be deemed to have been provided to LRE.

3.5 If PHI provided to LRE, or to which LRE otherwise has access, constitutes a Designated Record Set, LRE agrees to provide Participant with timely access to such PHI, upon reasonable advance notice and during regular business hours, or, at Participant's request, to provide an Individual with access to his or her PHI in order to meet the requirements under 45 CFR 164.524 concerning access of Individuals to PHI. In the event an Individual contacts LRE or its Subcontractor directly about gaining access to his or her PHI, LRE will not provide such access but rather will promptly forward such request to Participant.

3.6 If PHI provided to LRE, or to which LRE otherwise has access, constitutes a Designated Record Set, LRE agrees to make timely amendment(s) to such PHI as Participant may direct or agree to pursuant to 45 CFR 164.526. In the event an Individual contacts LRE or its Subcontractor directly about making amendments to his or her PHI, LRE will not make such amendments, but rather will promptly forward such request to Participant, unless otherwise required by law.

3.7 LRE agrees to make internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary of the United States Department of Health and Human Services, during regular business hours, for purposes of determining compliance with the HIPAA Regulations.

3.8 LRE agrees to document Disclosures of PHI and information related to such Disclosures as would be required for Participant to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR 164.528. In addition, LRE agrees to provide promptly to Participant or an Individual, upon Participant's reasonable request, information collected in accordance with this Subsection 3.8 in order to permit Participant to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR 164.528. Notwithstanding the foregoing, this Subsection 3.8 will not apply with respect to Disclosures made to carry out Participant's Health Care Operations or the Disclosure of Limited Data Set Information, in accordance with the exceptions to 45 CFR 164.528 as set forth in the HIPAA Regulations, provided that this exception shall not apply to Disclosures of PHI through an electronic health record.

3.9 LRE shall mitigate, to the extent practicable, any adverse effects from any improper Use and/or Disclosure of PHI by LRE that are known to LRE.

3.10 Limited data set recipient obligations. The obligations set out in this Subsection 3.10 apply only with respect to LRE's Use or Disclosure of Limited Data Set Information.

(a) LRE agrees to not Use or further Disclose Limited Data Set Information other than as permitted by this Agreement, or as otherwise Required By Law.

(b) LRE agrees to use appropriate safeguards to prevent Use or Disclosure of the Limited Data Set Information other than as permitted by this Agreement. Without limiting the generality of the foregoing, LRE further agrees to:

- 1) implement Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of the electronic Limited Data Set Information that it creates, receives, maintains, or transmits on behalf of Participant as required by 45 CFR 164.308; 164.310; 164.312;
- 2) ensure that any Subcontractor, to whom it provides such Limited Data Set Information agrees to implement reasonable and appropriate safeguards to protect such information and that are substantially similar to the terms of this Agreement;
- 3) report promptly, but in no case later than 5 business days after discovery (as defined by 45 CFR 164.410(a)), to the Participant any Security Incident or Breach of Unsecured PHI of which LRE becomes aware.

(c) LRE will report promptly, but in no case later than 5 business days after discovery (as defined by 45 CFR 164.410(a)), to Participant any Use or Disclosure of the Limited Data Set Information not permitted by this Agreement of which LRE becomes aware.

(d) LRE will not attempt to identify the Individuals to whom the Limited Data Set Information pertains, or attempt to contact such Individuals, provided that this restriction will not be interpreted to prevent LRE from conducting such activities under the Business Associate provisions of this Agreement. Under no circumstances will LRE attempt to contact Individuals except with Participant's prior consent.

(e) LRE agrees to enter into a written agreement with any Subcontractor to whom it, directly or indirectly, provides Limited Data Set Information requiring compliance with the same restrictions and conditions that apply through this Section 3.10 to LRE, including the provisions required by the HIPAA Regulations for such Disclosures.

#### **4. QUALIFIED SERVICE ORGANIZATION OBLIGATIONS**

4.1 To the extent that LRE is also considered a QSO, with access to protected substance use disorder treatment information, LRE agrees to the following:

- (a) In receiving, storing, processing, disclosing, redisclosing, or otherwise dealing with any patient records from Participant, LRE is fully bound by the Part 2 Rules.
- (b) If necessary, LRE will resist in judicial proceedings any efforts to obtain access to patient identifying information related to substance use disorder diagnosis, treatment, or referral for treatment unless access is expressly permitted under the Part 2 Rules.

#### **5. PERMITTED USES AND DISCLOSURES BY LRE**

5.1 General Business Associate Contract Use and Disclosure Provisions. Except as otherwise limited in this Agreement, LRE may Use or Disclose PHI on behalf of, or in order to provide services to, Participant to the extent such Use or Disclosure is necessary to perform the services for Participant under the Agreement and, provided that such Use or Disclosure of PHI would not violate the HIPAA Regulations or Part 2 Rules. In providing these services, LRE will be acting as an independent contractor and not as an employee or agent of Participant. LRE shall have no authority, express or implied, to commit or obligate Participant in any manner whatsoever.

5.2 Specific Business Associate Contract Use and Disclosure Provisions. The permitted Uses and Disclosures set out in this Section 5 apply only with respect to LRE's Use or Disclosure of PHI other than Limited Data Set Information.

5.3 Except as otherwise limited in this Agreement or the Services Agreement, LRE may Use PHI for the proper management and administration of the LRE System.

5.4 Except as otherwise limited in this Agreement or the Services Agreement, LRE may Use and Disclose PHI to provide Data Aggregation services to Participant as permitted by 45 CFR 164.504(e)(2)(i)(B).

5.5 LRE may de-identify any PHI, provided such de-identification conforms to the requirements of 45 CFR 164.514(b), including without limitation any documentation requirements. LRE may Use or Disclose such de-identified information at its discretion, as such de-identified information does not constitute PHI and is not subject to the terms of this Agreement.

5.6 LRE may partially de-identify any PHI to create a Limited Data Set, provided such partial de-identification conforms to the Limited Data Set requirements of 45 CFR 164.514(e)(2).

5.7 Minimum Necessary Requirement. The Parties agree that the permissible Uses and Disclosures of PHI set forth in the Services Agreement and this Agreement are consistent with Participant's minimum necessary policies and procedures.

## **6. TERM AND TERMINATION**

6.1 Term. This Agreement will commence as of the Effective Date and will remain in effect for so long as LRE maintains any PHI received from, or created or received on behalf of, the Participant, unless terminated earlier pursuant to Section 6.2.

6.2 Termination for Material Breach. Either Party may terminate this Agreement based upon a material breach of this Agreement by the other Party, provided that the non-breaching Party gives the breaching Party thirty (30) calendar days written notice and the opportunity to cure such breach, and the breach is not cured during the notice period. In the event such material breach is not cured, the non-breaching Party may terminate this Agreement immediately upon the expiration of the notice period. If said breach is cured to the non-breaching Party's satisfaction (as reflected in written notice thereof) within thirty (30) days after the provision of such notice, said termination notice shall be of no further force or effect and this Agreement shall be fully reinstated. In the event it is not possible to cure such material breach, the non-breaching Party may terminate this Agreement immediately and without any notice.

6.3 Termination Permitted Due to Change in Law. Either Party may terminate this Agreement as permitted in accordance with Subsection 8.7 of this Agreement upon a change in an applicable law that causes performance in compliance with this Agreement to violate the law.

6.4 Effect of Termination. The Parties acknowledge and agree that the provision of any CCBHC Only PHI to LRE is conditioned upon this Agreement being in full force and effect. Therefore, upon termination of this Agreement, the Parties agree that Participant will refrain from submitting CCBHC Only PHI to LRE, and LRE (where possible to identify) will refrain from accepting CCBHC Only PHI from Participant. In the event the Parties engage in negotiations undertaken in accordance with Subsection 8.7 of this Agreement, the Parties will suspend during such period of negotiation any provision of this Agreement requiring or obligating either Party to Use or Disclose PHI in a manner that either Party reasonably believes would violate any applicable state or federal law or regulation, including without limitation the HIPAA Regulations or Part 2 Rules. Upon termination of this Agreement, LRE will, if feasible, return or destroy all PHI received from, or created or received from or on behalf of Participant that LRE still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

## **7. INDEMNIFICATION; BREACH NOTIFICATION**

7.1 **Indemnification; Limitation of Liability.** To the extent permitted by applicable law, LRE agrees to indemnify, defend, and hold harmless Participant from and against any and all third-party claims, costs and expenses (including attorneys' fees and expenses), demands, actions and liabilities of every kind and character whatsoever arising or resulting in any way from LRE's breach of its obligations under this Agreement, absent the gross negligence or willful misconduct of Participant. All of the foregoing rights of indemnification shall apply to any expenses incurred by Participant in defending itself against claims of gross negligence or willful misconduct unless a court of competent jurisdiction concludes in a final judgment that such Party seeking indemnification has committed gross negligence or willful misconduct.

7.2 To the extent permitted by applicable law, Participant agrees to indemnify, defend, and hold harmless LRE, its officers, directors, employees, contractors, subcontractors and agents from and against any and all third-party claims, costs and expenses (including attorneys' fees and expenses), demands, actions and liabilities of every kind and character whatsoever arising or resulting in any way from Participant's breach of its obligations under this Agreement, absent the gross negligence or willful misconduct of LRE. All of the foregoing rights of indemnification shall apply to any expenses incurred by LRE and its officers, directors, employees, contractors, subcontractors, and agents in defending themselves, respectively, against claims of gross negligence or willful misconduct unless a court of competent jurisdiction concludes in a final judgment that such Party seeking indemnification has committed gross negligence or willful misconduct.

7.3 Under no circumstances will either Party be liable to the other for any indirect or consequential damages of any kind, including lost profits (whether or not the Parties have been advised of such loss or damage) arising in any way in connection with this Agreement.

7.4 Breach Notification. Participant and LRE agree that if either fails to adhere to any of the provisions set forth in this Agreement or the Services Agreement and, as a result, PHI or other confidential information is

unlawfully accessed, used, or disclosed, the Party or Parties responsible for the Breach agree to pay all (or their proportionate share of) costs associated with any notification to affected individuals that is required by law, and the Party or Parties responsible will also pay any and all (or their proportionate share of) fines and/or administrative penalties imposed for such unauthorized access, use or disclosure of confidential information or for delayed reporting. Unless otherwise agreed upon by the Parties, if LRE notifies Participant of a Breach of Unsecured PHI, Participant shall be responsible for providing notification to comply with Breach Notification requirements set forth in the HIPAA Regulations. The Parties will mutually agree on Breach Notification language prior to release.

## **8. MISCELLANEOUS**

8.1 Regulatory References. A reference in this Agreement to a section in the HIPAA Regulations or the Part 2 means the section as in effect or as amended from time to time and for which compliance is required.

8.2 Insurance. At all times during the term of this Agreement Participant and LRE shall maintain insurance with coverage and limits reasonably sufficient to cover their respective obligations hereunder and shall provide proof of such insurance upon the other Party's request. Participant may satisfy the foregoing requirement through an appropriate self-insurance program, but must provide proof of such insurance upon LRE's request.

8.3 Equitable Relief. The Parties understand and agree that money damages may not be a sufficient remedy for the breach of the provisions of this Agreement, and that emergency injunctive relief shall be available as a potential remedy for any such breach by any other Party. Such remedy shall not be deemed to be the exclusive remedy for the breach of this Agreement, but shall be in addition to all other remedies at law or in equity to the non-breaching Party(ies).

8.4 Independent Contractors. The relationship of the Parties to this Agreement is that of independent contractors, and not that of master and servant, principal and agent, employer and employee, or partners or joint venturers.

8.5 Notices. All notices and demands of any kind or nature which any Party to this Agreement may be required or may desire to serve upon the other in connection with this Agreement shall be in writing, and may be served personally, by registered or certified United States mail, by facsimile transmission or by overnight courier (e.g., Federal Express or DHL) to the following addressees:

If to Participant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tel: \_\_\_\_\_  
E-mail: \_\_\_\_\_

If to LRE: Lakeshore Regional Entity  
5000 Hakes Drive, Suite 250  
Norton Shores MI 49441

Tel: (231) 769-2050  
E-mail: [marymd@lsre.org](mailto:marymd@lsre.org)

Service of such notice or demand so made shall be deemed complete on the day of actual delivery. Without limiting the generality of the foregoing, if notice is given by electronic mail, such notice shall be deemed to be provided upon confirmation of the receipt of the transmission. Either Party may, from time to time, by notice in writing served upon the other Party, designate a different mailing address or a different person to which all further notices or demands shall thereafter be addressed.

**8.6 Headings.** The headings of the various sections hereof are intended solely for the convenience of reference and are not intended for any purpose whatsoever to explain, modify or place any construction upon any of the provisions of this Agreement.

**8.7 Amendment.** This Agreement may not be amended except by the mutual written agreement of the Parties. Notwithstanding the foregoing, the Parties agree to work together in good faith to take such action as is necessary to make technical amendments to this Agreement from time to time if necessary for Participant and/or LRE to comply with the requirements of HIPAA, the HIPAA Regulations, Part 2 Rules, or any applicable provisions of any other federal or state law, as such laws or regulations may be amended from time to time. However, should any state or federal law or regulation now existing or enacted after the Effective Date of this Agreement, including without limitation the Part 2 Rules, HIPAA or the HIPAA Regulations, be amended or interpreted by judicial decision or a regulatory body in such a manner that either Party reasonably determines renders any provision of this Agreement in violation of such law or regulation or adversely affects the Parties' abilities to perform their obligations under this Agreement, the Parties agree to negotiate in good faith to amend this Agreement so as to comply with such law or regulation and to preserve the viability of this Agreement. If, after negotiating in good faith, the Parties are unable to reach agreement as to any necessary amendments, either Party may terminate this Agreement without penalty.

**8.8 Assignment.** Neither this Agreement nor either Parties' rights and obligations in this Agreement may be assigned to a third party without the prior written consent of the non-assigning Party.

**8.9 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Electronic signatures shall have the same effect as originals.

**8.10 Severability.** All provisions of this Agreement are severable. If any provision or portion hereof is determined to be unenforceable by a court of competent jurisdiction, then the rest of this Agreement shall remain in full effect, provided that its general purposes remain reasonably capable of being effected.

**8.11 Survival.** The provisions of Sections 1.1, 1.4, 2, 5.6, 7, 8.2, 8.3 and all other terms within this Agreement that are necessary or appropriate to give meaning thereto shall survive any termination of this Agreement.

**8.12 Entire Agreement.** This Agreement (a) constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof; (b) supersedes and replaces all prior agreements, oral or written, between the Parties relating to the subject matter hereof; and (c) except as otherwise indicated herein, may not be modified, amended or otherwise changed in any manner except by a written instrument executed by the Party against whom enforcement is sought.

8.13 Interpretation. Any ambiguity in this Agreement will be resolved in favor of a meaning that permits Participant and LRE to comply with the HIPAA Regulations, Part 2 Rules, or applicable state patient privacy laws or regulations. Where provisions of this Agreement are different from those mandated in the HIPAA Regulations or Part 2 Rules, but are nonetheless permitted by the HIPAA Regulations or Part 2 Rules, the provisions of this Agreement will control.

8.14 Third Party Beneficiaries. LRE and Participant agree that Individuals whose PHI is Used or Disclosed to LRE or its Subcontractors under this Agreement are not third-party beneficiaries of this Agreement or the Services Agreement.

8.15 Waiver. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving Party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

**IN WITNESS WHEREOF**, the Parties hereto have entered into this Agreement on the dates set forth below, so that it may take effect as of the Effective Date.

LRE:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PARTICIPANT:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **APPENDIX A: Additional Privacy and Data Security Obligations**

- I. Applicable additional privacy and data security obligations beyond HIPAA and 42 CFR Part 2:


**CCBHC STATE FAIR HEARING  
AND ADMINISTRATIVE SUPPORT SERVICES AGREEMENT  
BY AND BETWEEN  
MUSKEGON COUNTY, DBA HEALTHWEST  
AND  
LAKESHORE REGIONAL ENTITY**

This Agreement ("Agreement") is made by and between Muskegon County d/b/a HealthWest ("HealthWest"), having its principal place of business at 376 E. Apple Ave., Muskegon, MI, 49442, and **Lakeshore Regional Entity** ("LRE"), having its principal place of business at **5000 Hakes Dr. Ste. 250, Norton Shores, MI 49441**. HealthWest and LRE may be collectively referred to as the "Parties."

WHEREAS, HealthWest is certified as a Certified Community Behavioral Health Clinic ("CCBHC") and participates in Michigan's CCBHC program administered by the Michigan Department of Health and Human Services ("MDHHS");

WHEREAS, MDHHS has transitioned the Michigan CCBHC program to a direct payment and administration model under which MDHHS pays CCBHC providers directly, while certain administrative, operational, and technical functions historically performed by prepaid inpatient health plans ("PIHPs") may be reassigned, carved out, or otherwise restructured;

WHEREAS, Medicaid beneficiaries receiving CCBHC services retain rights to State Fair Hearings, and HealthWest desires to designate an administrative representative to support and participate in such hearings in a manner consistent with Michigan Medicaid requirements;

WHEREAS, LRE performs administrative and representation functions for non-CCBHC State Fair Hearings pursuant to its contract with the State of Michigan and has experience and infrastructure to perform similar administrative, representation, and technical support functions for CCBHC-related matters;

WHEREAS, the Parties desire to enter into this Agreement to define a limited administrative and information technology services relationship, including representation in State Fair Hearings and technical support for MDHHS-required CCBHC data reporting, without altering payment responsibility, clinical authority, or program oversight assigned by MDHHS.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to (1) designate LRE as HealthWest's administrative representative for State Fair Hearings involving CCBHC consumers, with the scope and nature of such services consistent with the administrative and representation functions LRE performs for non-CCBHC State Fair Hearings under the PIHP/CMHSP Member Contract between the Parties ("Master Contract"); and (2) establish an administrative and information technology services framework under which LRE will support HealthWest's participation in the Michigan CCBHC program, including assisting HealthWest

in meeting MDHHS reporting requirements for CCBHC data reporting, consistent with applicable MDHHS requirements and guidance

2. **SCOPE OF SERVICES.** LRE shall provide to HealthWest the administrative, representation, and information technology services described in Exhibit A (the "Services"). LRE shall be responsible for employing and assigning adequate personnel and resources to carry out the Services in a diligent, timely, and orderly manner.
3. **COMPENSATION.** LRE shall be compensated for the Services in accordance with the compensation terms set forth in Exhibit B. Payment shall be made within thirty (30) days of HealthWest's receipt of a proper and complete invoice.
4. **TERM.** This Agreement is effective as of October 1, 2025 and shall remain in effect through September 30, 2026, unless earlier terminated in accordance with this Agreement. The term of this Agreement is intended to be concurrent with the term of the Master Contract for administrative and operational alignment. However, the expiration, termination, or non-renewal of the Master Contract shall not, by itself, automatically terminate this Agreement, except as otherwise provided herein. Any extension or renewal of the Master Contract may, by mutual written agreement of the Parties, extend the term of this Agreement. Either Party may terminate this Agreement with sixty (60) days' prior written notice to the other Party.
5. **RELATIONSHIP TO SCHEDULE I AND FUTURE DELEGATIONS.** The delegation of State Fair Hearing responsibilities described in Schedule I of the Master Contract applies solely to non-CCBHC consumers. The Parties acknowledge that Schedule I requirements and standards govern only those delegated non-CCBHC State Fair Hearing activities.

State Fair Hearings involving CCBHC consumers, and any other CCBHC-related responsibilities that may be reassigned by the Michigan Department of Health and Human Services through amendment, carve-out, or modification of the Master Contract, are not delegated under Schedule I. LRE may perform such activities as mutually agreed-upon, non-delegated Services under this Agreement.

The delegated or non-delegated status of any future CCBHC or non-CCBHC activities shall be determined based on the Master Contract, as amended or superseded by MDHHS, and shall be reflected in Exhibit A or a subsequent written amendment, as applicable.
6. **INCORPORATION OF MASTER CONTRACT; NO AMENDMENT.** This Agreement is intended to supplement and operate in conjunction with the Master Contract. Except as expressly modified herein, all applicable terms, conditions, duties, obligations, and requirements of the Master Contract are incorporated by reference and shall govern the Parties' rights and responsibilities under this Agreement as though fully restated herein.

Nothing in this Agreement shall be construed to amend, modify, or supersede any provision of the Master Contract. The Parties acknowledge and agree that the Master Contract remains the controlling agreement governing their overall relationship, and that this Agreement is intended solely to supplement and operationalize specific non-delegated services, as described herein.
7. **MASTER CONTRACT CHANGES.** The Parties acknowledge that MDHHS may amend, reorganize, or reassign responsibilities related to CCBHC or other managed care functions

under the Master Contract. Any such changes shall be incorporated into this Agreement as of the effective date of the amended Master Contract, to the extent applicable.

Exhibit A may be updated as necessary to reflect changes in delegation status, responsibilities, or scope resulting from such amendments, without requiring renegotiation of this Agreement, provided such updates do not materially expand the scope of Services beyond what is contemplated herein.

8. **CONTINUITY OF SERVICES UPON EXPIRATION OR TERMINATION OF MASTER CONTRACT.** In the event the Master Contract expires, terminates, or is otherwise no longer in effect, the Parties acknowledge that there may be State Fair Hearings and other applicable matters actively in progress under this Agreement. To ensure continuity of operations and compliance with applicable requirements, LRE shall continue to perform the Services reasonably necessary to support any Services, State Fair Hearings, or other matters that are active or pending as of the effective date of the Master Contract's expiration or termination, to the extent necessary to avoid disruption.

Such continuation of Services shall be limited to a transition period not to exceed sixty (60) calendar days, unless otherwise agreed to in writing by the Parties. During the transition period, the Parties shall work in good faith to amend or replace this Agreement to address contractual terms previously governed by the Master Contract.

Continuation of Services during the transition period shall be limited to activities reasonably necessary to complete, stabilize, or appropriately transition active matters and shall be subject to the compensation terms set forth in Exhibit B, unless otherwise agreed in writing.

9. **CONTINUING OBLIGATIONS AFTER TERMINATION OF THIS AGREEMENT.** Notwithstanding the expiration or termination of this Agreement, LRE shall remain responsible for completing any State Fair Hearing matters or other applicable Services arising from actions, notices, or disputes initiated during the Term. Such continuing obligations shall apply only to matters active or pending as of the termination date, shall continue only until the applicable matter is fully resolved, and shall not be construed as an extension or renewal of this Agreement or as authorization to initiate new Services.

10. **GENERAL PROVISIONS.**

- 10.1 **Entire Agreement.**

This Agreement, together with its Exhibits, constitutes the entire agreement between the Parties regarding the subject matter herein and supersedes all prior agreements relating to the same subject matter.

- 10.2 **Title and Headings.**

Titles and headings to sections or paragraphs in this Agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of this Agreement.

- 10.3 **Amendments.**

Except as provided in Section 7, this Agreement may be amended only through a written instrument signed by both Parties.

**10.4 Governing Law.**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan.

**10.5 Protected Health Information.**

The Parties shall enter into a Business Associate, Data Use, and Qualified Service Organization Agreement (the "Privacy Agreement"), which shall govern all uses and disclosures of Protected Health Information ("PHI") and any other protected data exchanged between the Parties in connection with the performance of the Services under this Agreement. The Privacy Agreement is intended to ensure compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations and, to the extent applicable, 42 C.F.R. Part 2.

**10.6 Notices.**

Any notice or consent required or permitted to be given under this Agreement must be in writing and delivered, by first class mail, postage prepaid; by email; by hand delivery; or otherwise delivered as follows:

To HealthWest: **Rich Francisco**  
**Executive Director**  
**376 E. Apple Ave.**  
**Muskegon, MI 49442**  
[rich.francisco@healthwest.net](mailto:rich.francisco@healthwest.net)  
[contracts@healthwest.net](mailto:contracts@healthwest.net)

To LRE: **Mary Marlatt-Dumas**  
**Chief Executive Officer**  
**5000 Hakes Drive**  
**Norton Shores, MI 49441**  
[marymd@lsre.org](mailto:marymd@lsre.org)

or at such other address or to such other person that the Parties may from time-to-time designate. Notices and consents under this section that are sent by mail, are deemed to be received five (5) days following their deposit in the United States mail.

(Signature Page Follows)

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the dates set forth below, effective as of the Effective Date stated above.

**Lakeshore Regional Entity (LRE)**

By:

Its: Chief Executive Officer

Date:

**Muskegon County, dba HealthWest  
(HealthWest)**

By:

Its: Executive Director

Date:

## EXHIBIT A – SCOPE OF SERVICES

### **1. CCBHC State Fair Hearing (“SFH”) Services:**

HealthWest designates LRE to act as its administrative representative for non-delegated State Fair Hearing activities involving CCBHC consumers (“SFH Services”). Representation is administrative only and does not constitute legal advice.

LRE shall provide administrative support services for CCBHC SFHs that are consistent in scope and nature with the administrative, procedural, coordination, documentation, and representation functions customarily performed by LRE for non-CCBHC SFHs under the Master Contract, together with any CCBHC-specific requirements or additional activities mutually agreed upon in writing by the Parties. LRE shall perform the SFH Services in accordance with applicable federal Medicaid fair hearing requirements, including 42 U.S.C. § 1396a(a)(3) and 42 C.F.R. Part 431, Subpart E, and applicable MDHHS policies and procedures.

SFH Services may include, but are not limited to, the following:

- Preparation of complete hearing packets;
- Coordination with MDHHS, Administrative Law Judges, and hearing officers;
- Submission of required documentation and evidence;
- Monitoring and ensuring compliance with all applicable federal and state timelines;
- Requesting consolidated scheduling, when appropriate;
- Supporting benefit continuation determinations;
- Participation in pre-hearing and post-hearing conferences or discussions;
- Review of hearing decisions, preparation of summaries, and identification of corrective actions;
- Representation of HealthWest during State Fair Hearings; and
- Any other related administrative or support services as may be mutually agreed upon in writing by the Parties.

LRE may decline to accept responsibility for a specific State Fair Hearing matter if, in good faith, LRE determines that it lacks sufficient staffing capacity to perform the SFH Services for that matter without materially impairing the quality or timeliness of the Services. Any such declination shall be made on a case-by-case basis, shall not constitute a general suspension of Services, and shall be communicated promptly in writing to HealthWest, with reasonable cooperation to facilitate an orderly transition of the matter, subject to applicable law.

### **2. I.T. and Reporting Support:**

LRE shall provide information technology and technical support services to assist HealthWest in meeting reporting, submission, validation, and related technical requirements imposed by MDHHS for CCBHC data reporting.

Such services may include, as applicable:

- technical support for data extraction, formatting, and submission processes;
- assistance with data validation, error identification, and resubmission;
- coordination of reporting workflows between HealthWest systems and MDHHS-required platforms; and
- related technical support necessary to facilitate timely and accurate CCBHC reporting.

## **Exhibit B – Compensation and Payment Terms**

### **1. Billing and Reimbursement:**

Compensation shall be based on actual time spent performing the Services described in Exhibit A, billed in 15-minute increments, and invoiced at the following hourly rates, based on the classification of LRE staff member who performed the Services:

- Customer Services Manager: \$82.30 per hour
- SIU Investigator: \$69.36 per hour
- Customer Services Specialist: \$68.62 per hour
- Legal services, if applicable and prior authorized by HealthWest, shall be billed at actual legal fees incurred.

LRE shall be responsible for assigning appropriately qualified staff to perform the applicable Services and for ensuring that services are performed by staff whose role classification aligns with the Services provided and the rates billed.

Services shall be billed at the rate applicable to the individual performing the work, based on their role, for the actual time expended.

HealthWest shall pay only for time reasonably necessary to perform the Services in accordance with this Agreement and Exhibit I. HealthWest shall have no obligation to pay for excessive, duplicative, or otherwise unreasonable time.

### **2. No compensation for Delegated SFH Services:**

Activities performed by LRE under its delegated responsibilities in Schedule I (non-CCBHC SFH services) are part of LRE's PIHP functions and are not separately billable to HealthWest.

### **3. Invoicing:**

Invoices will be submitted monthly to HealthWest by email or U.S. mail. Invoices must be submitted within 60 days following the end of the month in which the Services were performed. HealthWest shall have no obligation to pay charges submitted after such period, absent HealthWest's written approval. At a minimum, each invoice shall include:

- LRE name and address
- Date range of services provided
- Description of services performed
- Role/Classification of the individual(s) performing the services
- Time billed (in 15-minute increments)
- Applicable hourly rate(s)
- Total amount due

**4. Payment:**

Payment shall be made within (30) days of HealthWest's receipt of a complete and proper invoice. HealthWest may review and reasonably dispute any portion of an invoice, including charges for time that is not reasonably necessary. HealthWest may withhold payment of disputed amounts pending resolution, while paying undisputed amounts.

**INVOICES SHALL BE SUBMITTED TO HEALTHWEST**  
**BY EMAIL OR US MAIL:**

[EMAIL]: [acctspayable@healthwest.net](mailto:acctspayable@healthwest.net)  
[MAIL]: Muskegon County, dba HealthWest  
Attn – Accounts Payable  
376 E. Apple Avenue,  
Muskegon, MI 49442

## REQUEST FOR HEALTHWEST BOARD CONSIDERATION AND AUTHORIZATION

COMMITTEE	BUDGETED	NON BUDGETED	PARTIALLY BUDGETED
Full Board	X		
REQUESTING DIVISION	REQUEST DATE		REQUESTOR SIGNATURE
Provider Network	January 23, 2026		Brandy Carlson, Chief Financial Officer

SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)

HealthWest Board authorization is requested to add Kamp Veld LLC to the list of approved landlords for lease payments in the HUD programs previously approved October 2025. The addition of this landlord will not affect the budget.

SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)

I move to authorize the HealthWest Executive Director to approve the above landlord for the HUD grant funding for Fiscal Year 2026.

COMMITTEE DATE	COMMITTEE APPROVAL		
January 23, 2026	_____	_____	No _____ Other _____
BOARD DATE	BOARD APPROVAL		
January 23, 2026	_____	_____	No _____ Other _____



## Communication with Those Charged with Governance during Planning

January 5, 2026

To the Members of the Board  
 HealthWest (a Fund of the County of Muskegon, Michigan)  
 Muskegon, Michigan

We are engaged to audit the financial statements of the major special revenue fund and the aggregate remaining fund information of HealthWest (the CMHSP) for the year ended September 30, 2025. Professional standards require that we provide you with the following information related to our audit.

We would also like to extend the opportunity for you to share with our firm any concerns you may have regarding the CMHSP, whether they be in relation to controls over financial reporting, controls over assets, or issues regarding personnel, as well as an opportunity for you to ask any questions you may have regarding the audit.

### **Our Responsibilities under U.S. Generally Accepted Auditing Standards, Government Auditing Standards, and the Uniform Guidance**

As stated in our engagement letter, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

In planning and performing our audit, we will consider the CMHSP's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinions on the financial statements and not to provide assurance on the internal control over financial reporting. We will also consider internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with the Uniform Guidance.

As part of obtaining reasonable assurance about whether the CMHSP's financial statements are free of material misstatement, we will perform tests of its compliance with certain provisions of laws, regulations, contracts, and grants. However, providing an opinion on compliance with those provisions is not an objective of our audit. Also in accordance with the Uniform Guidance, we will examine, on a test basis, evidence about the CMHSP's compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Compliance Supplement applicable to each of its major federal programs for the purpose of expressing an opinion on the CMHSP's compliance with those requirements. While our audit will provide a reasonable basis for our opinion, it will not provide a legal determination on the CMHSP's compliance with those requirements.

Our responsibility is to plan and perform the audit to obtain reasonable, but not absolute, assurance that the financial statements are free of material misstatement. We are responsible for communicating significant matters related to the audit that are, in our professional judgement, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures specifically to identify such matters.

Generally accepted accounting principles provide for certain required supplementary information (RSI) to supplement the basic financial statements. Our responsibility with respect to this RSI, which supplement(s) the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited and, because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on the RSI.

### **Planned Scope, Timing of the Audit, Significant Risks, and Other**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the entity and its environment, including the system of internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

During planning for this engagement, we considered the following significant risks of material misstatement. Our auditing procedures have been tailored to help detect these risks should they occur. Should any actual instances of material misstatement be detected during the performance of our engagement, these would be communicated to the Board in the *Communication with Those Charged with Governance at the Conclusion of the Audit*. Those risks considered during planning are:

- Management override of controls
- Improper revenue recognition due to fraud

Again, these are risks that are considered in determining the audit procedures to be applied. While these are risks that are considered during planning, it is not an indication that any such activity has taken place. To address these risks, we incorporate unpredictability into our audit procedures, emphasize the use of professional skepticism, and assign staff to the engagement with industry expertise.

Christina Schaub is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This information is intended solely for the use of those charged with governance and management of the CMHSP and is not intended to be, and should not be, used by anyone other than these specified parties.

Sincerely,

*Roslund, Prestage & Company, P.C.*

Roslund, Prestage & Company, P.C.  
Certified Public Accountants



Community Mental Health Association of Michigan

## Annual Winter Conference



**IGNITE**  
*Action!*

February 2, 2026 • Pre-Conference

Radisson Plaza Hotel  
Kalamazoo, Michigan

February 3-4, 2026 • Main Conference

# Conference Registration

## REGISTRATION FEES (per person)

The Main Conference registration fee provides you with a program packet, admission to all keynote sessions, all workshops, 2 breakfasts, 2 lunches, and all breaks.

	Member Early Bird	Member After 1/16/26	Non-Member Early Bird	Non-Member After 1/16/26
<b>Full Conference</b>	<b>\$445</b>	<b>\$485</b>	<b>\$530</b>	<b>\$575</b>
<b>One Day Tuesday</b>	<b>\$350</b>	<b>\$390</b>	<b>\$415</b>	<b>\$460</b>
<b>One Day Wednesday</b>	<b>\$305</b>	<b>\$345</b>	<b>\$365</b>	<b>\$410</b>

## SCHOLARSHIPS AVAILABLE

*A limited number of scholarships are available to individuals who receive services and their families.*

*Conference scholarships will cover conference registration fees only.*

*Consumers who serve as CMH board members are not eligible.*

*Deadline to request scholarship: Friday, January 16, 2026.*

*To request a scholarship form, contact Sarah Botruff at [sbotruff@cmham.org](mailto:sbotruff@cmham.org) or 517-237-3143*

**EARLY BIRD DEADLINE: FRIDAY, JANUARY 16, 2026**

**CONFERENCE REGISTRATION DEADLINE: 5:00PM ON TUESDAY, JANUARY 27, 2026**

## PAYMENT AND CANCELLATION INFORMATION

- Payment MUST be received at the time of registration.
- No checks or ACH will be accepted.
- No exceptions to this policy.
- No shows will not receive a refund.

**Cancellation Policy:** If you do not cancel and do not attend, you will not receive a refund. Substitutions are permitted based on availability. Cancellations must be received in writing at least 14 days prior to the training for a full refund less the cancellation fee.

- Main Conference or One Day Conference: \$50 cancellation fee
- Pre-Conference Institute: \$10 cancellation fee

To cancel or request a substitution, please notify [sbotruff@cmham.org](mailto:sbotruff@cmham.org).

**CLICK TO REGISTER FOR  
THE WINTER CONFERENCE!**

# Hotel Information

**Radisson Plaza Hotel & Suites, 100 W. Michigan Ave., Kalamazoo, MI 49007**

**2026 Room Rates:** Standard Room: \$179 plus taxes (Single/Double)  
Suites: \$219 (Single/Double)

**Parking:** Discounted rate for self-parking: \$12 per night/car for all attendees.

**Hotel Check In:** 4 p.m.      **Hotel Check Out:** Noon

**To Make Your Reservations at the Radisson Plaza Hotel:**

**Phone Reservations: (269) 343-3333**

- Reservations team is available M-F 8 a.m. - 5 p.m. EST.
- For discounted rates, guests need to mention "CMHA Winter Conference."

[\*\*Book Your Hotel Reservation Online\*\*](#)

**Deadline for Reduced Rate:**

**Booking online:** Deadline of 11:59 p.m. EST the day BEFORE **1/9/26** or until the room block fills.

**Phone reservations:** Deadline of 5:00 p.m. EST on the day OF **1/9/26** or until the room block fills.

**Cancellation Policies:**

- If you find it necessary to cancel or change plans, please inform the hotel 24 hours prior to check-in time to avoid one night's room and tax charged to your credit card. If the reservation was booked as an advance purchase, non-cancel, or non-refundable, then full penalty applies.
- Reservations can be modified or canceled by calling in-house reservations team at (269) 343-3333.
- If a reservation is canceled after this time, it will be subject to a late-cancellation fee (one night's guestroom rate + taxes). If there is a credit card on file, this fee will be routed to the credit card.
- If a guest does not arrive for their reservation, it will be subject to a no-show fee (one night's guestroom rate + taxes). If there is a credit card on file, this fee will be routed to the credit card.
- If a guest does not arrive for their reservation and check-in for the first night, their reservation will be CANCELED. The hotel can reinstate the reservation as able and requested (based on hotel availability).

# Continuing Education

**Social Workers (SW)**: The 2026 Winter Conference (2/2/25-2/4/25) qualifies for a maximum of **8 Continuing Education Hours**. The Community Mental Health Association is an approved provider with the Michigan Social Work Continuing Education Collaborative. Approved Provider Number: MICEC 060818. Qualifies as “face-to-face (in-person) education.”

**Substance Use Disorder Professionals**: CMHA is approved by Michigan Certification Board for Addiction Professionals (MCBAP). CMHA maintains the responsibility for the program and content. Substance Use Disorder Professionals participating in the 2026 Winter Conference (2/2/25-2/4/25) may receive a maximum of **13 contact hours**. It is important that attendees keep a copy of the conference program brochure containing the workshop descriptions along with their attendance record form.

**Psychologists**: This course qualifies for **9 Psychology CE credits**. The Community Mental Health Association of Michigan (CMHA) is approved by the Bureau of Professional Licensing within the Michigan Department of Licensing and Regulatory Affairs to sponsor continuing education for psychologists. CMHA maintains responsibility for this program and its content.

**Recipient Rights (RR)**: The 2026 Winter Conference (2/2/25-2/4/25) qualifies for a maximum of **10 RR training hours**.

**Continuing Education Requirement**: National Accreditation Rules: National Accreditation rules indicate that if you are over five (5) minutes late or depart early, you forfeit your continuing education hours for that session. Please note that this is a National rule that CMHA must enforce or we could lose our provider status to provide continuing education hours in the future. This rule will be strictly followed.

**Certificate Awarded**: At the conclusion of this conference, turn in your Certificate of Attendance form to CMHA Staff to be approved. Turn in the top sheet and retain the bottom sheet which serves as your certificate. No other certificate will be given.

**Certificate Issued by**: Sarah Botruff, Director of Education and Training, [sbotruff@cmham.org](mailto:sbotruff@cmham.org); 517-374-6848

**Grievance**: If you have any issues with the way in which this conference was conducted or other problems, you may note that on your evaluation or you may contact CMHA 517-374-6848 or [CMHA](#) for resolution.

## Register for the Conference!

*Conference Registration Ends On Tuesday, January 27, 2026, at 5:00pm!*

## Exhibitor & Sponsorship Registration Open Now!

*Deadline: Friday, January 23, 2026*

# Pre-Conference Institute

Monday, February 2, 2026

1:00pm – 4:00pm ~ Radisson Plaza Hotel

## Separate Registration Fee:

- Member Fee: \$45 per person. Fee includes materials and refreshments.
- Non-Member Fee: \$55 per person. Fee includes materials and refreshments.

### Pre-Conference Institute: Self-Assessment in Artificial Intelligence (AI) Readiness

- Qualifies for 3 Related MCBAP Education Contact Hours
  - Jim McEvoy, MHSA, Principal, Health Management Associates
  - Scott Monteith, MD, DLFAPA, Director of Psychiatry, Northern Lakes CMH

This pre-conference institute will help Michigan behavioral health organizations, including CMHs and large provider agencies, evaluate their readiness to adopt AI solutions. Participants will examine key factors such as data systems, workforce skills, leadership support, and operational processes that influence successful AI implementation in Michigan's public behavioral health system. The session will ground AI concepts in practical examples that reflect Michigan priorities, such as improving access, reducing administrative burden, and strengthening population health efforts. We will discuss common barriers to readiness, including staff training, data quality concerns, funding limitations, privacy requirements, and change management challenges that Michigan agencies often face. Through interactive discussions and a readiness self-assessment model, attendees will identify organizational strengths and areas that need attention. By the end of the institute, participants will have a clearer understanding of the steps needed to responsibly prepare for AI adoption within Michigan's behavioral health landscape. Objectives: 1. Explain key factors that influence AI readiness including data systems, workforce skills, leadership support, and operational processes. 2. Apply AI concepts to Michigan behavioral health priorities such as improving access, reducing administrative burden, and strengthening population health. 3. Identify organizational strengths and gaps using a readiness self-assessment to prepare for responsible AI adoption.

# Conference Agenda

## Monday, February 2, 2026

12:30pm	<b>Registration for Pre-Conference Institutes</b> <ul style="list-style-type: none"><li>• Member/Non-Member Fee: \$55 per person. Fee includes materials and refreshments.</li></ul>
1:00pm – 4:00pm	<b>Pre-Conference Institute</b>
2:30pm – 5:30pm	<b>Conference Registration Open</b>
3:00pm – 3:45pm	<b>CMHSP/PIHP Board Chairperson Roundtable and Networking</b> This roundtable will be an informal gathering of chairpersons to discuss the latest issues affecting board members. Hear solutions used by chairpersons to overcome challenges in their board. Compare notes and learn what works and what doesn't. Bring your questions and be ready to be an active participant in this lively discussion! If the board chairperson is unable to attend, a board member may come in their place.
4:00pm – 5:30pm	<b>CMHA Members: Board of Directors Meeting</b>

## Tuesday, February 3, 2026

7:15am – 5:00pm	<b>Conference Registration and Exhibits Open</b>
7:15am – 8:15am	<b>Group Networking Breakfast</b>
8:15am – 8:30am	<b>Conference Welcome</b>
8:30am – 9:30am	<p><b>Keynote: Calling All Hope Dealers! Helping Them Become the Hero of Their Own Story</b></p> <p><input checked="" type="checkbox"/> Qualifies for 1 Related MCBAP Education Contact Hour, Psychology CE credit</p> <p>– <i>Hasan Davis, Juris Doctor, Hope Dealer, Advocate, Actor, Author</i></p> <p>Hasan Davis will share his experience of often interrupted transitions through education, justice, and social support systems. Simultaneously navigating, learning disabilities, poverty, and delinquency, Hasan seemed destined to become another statistic. But Hasan was lucky to find that on his journey there were champions, like his mother and alternative school teacher, who found ways to engage, encourage and empower him. With the support of these “Hope Dealers,” Hasan was able to transcend his mounting list of “failures” to become an advocate for himself and eventually a champion for others experiencing difficult times. Hasan will share some of the core strategies and creative thinking that these Hope Dealers deployed to help him find the courage to complete what he calls the “JD shuffle” going from Hasan Davis, Juvenile Delinquent to Hasan Davis, Juris Doctor. Come ready to celebrate, recharge and recommit to being the Hope Dealers that you are, the Heroes their stories deserve.</p>
9:30am – 10:00am	<b>Exhibitor Sponsored Refreshment Break</b>
<b>CONCURRENT WORKSHOPS:</b>	
10:00am – 11:30am	<p><b>1. CMH Rate Restructuring to Support Employment Services and Outcomes: Overview of Effort and Results of Evaluation</b></p> <p><input checked="" type="checkbox"/> Qualifies for 1.5 Related MCBAP Education Contact Hour, Psychology CE credit</p> <p>– <i>Lisa Mills, MSW, PhD, Consultant, Moving To A Different Drum LLC</i> – <i>Shannon Webb, BA, Consultant, Moving To A Different Drum LLC</i></p> <p>Join this session to hear about the outcomes of CMH Rate Restructuring to Advance Individual Competitive Integrated Employment (ICIE) and the cost-effective use of Supported Employment services, including Customized Employment services. This work with CMHs has been going on since 2015, involving 15 CMHs. Learn why rate restructuring, often including contract revision, is critical for supported employment providers to financially sustain cost-effective supported employment services. Here about the history of rate restructuring as well as the results of a recent evaluation.</p>
10:00am – 11:30am	<p><b>2. What's New in Lansing</b></p> <p><input checked="" type="checkbox"/> Qualifies for 1.5 Related MCBAP Education Contact Hours</p> <p>– <i>Alan Bolter, Associate Director, Community Mental Health Association of Michigan</i></p> <p>Hear about the latest goings-on in the Michigan Legislature. What does the budget landscape look like for the current year and next fiscal year? What are the major policy items impacting the public mental health system? How has the political shift in Lansing impacted the legislative process and what big issues will the legislature tackle in the future? This workshop will provide an update on the latest legislation and budget issues impacting the CMH system and how members can convey our advocacy message moving forward.</p>
10:00am – 11:30am	<p><b>3. Live One, Do One, Teach One: Peer Professional Workforce Development and Evaluation</b></p> <p><input checked="" type="checkbox"/> Qualifies for 1.5 Specific MCBAP Education Contact Hours, Psychology CE credit</p> <p>– <i>Jennifer Harrison, PhD, LMSW, CAADC, Professor, Western Michigan University School of Social Work</i> – <i>Jeanie Lozano, BA, MSWc, MSW Student, Graduate Research Assistant, Western Michigan University School of Social Work</i> – <i>Sophia Hunter, BBA, MSWc, MSW Student and Graduate Research Assistant, Western Michigan University School of Social Work</i></p> <p>Peer professionals with lived experience have been shown to support improved outcomes including reduced relapse rates, increased treatment retention, and stronger therapeutic relationships (Eddie et al., 2019; Substance Abuse and Mental Health Services Administration [SAMHSA], 2023). Peer professionals such as peer specialists, recovery coaches, or community health workers draw on authenticity, mutuality,</p>

	<p>and their lived experience to help others navigate chronic illness, treatment systems, and health. National organizations highlight the shortage of peer professionals in the workforce and emphasize the need for expansion to meet the growing demand (SAMHSA, 2024). Peer professionals can experience isolation, stigma, and limited role clarity, resulting in federal departments developing peer professional workforce development programs. This workshop will present components, evaluation strategies, and early findings from one statewide behavioral health workforce program. The Supporting Underserved Peer Professionals in Opioid Recovery and Treatment (SUPPORT) Program incorporates tuition assistance, stipends, continuing education training, career mentorship, and individualized goal-based outcome measurement. Program development and implementation challenges include: (1) barriers to accessing higher education, (2) limited career pathway and mentoring supports, and (3) ongoing role clarity concerns.</p>
10:00am – 11:30am	<p><b>4. Imagine a World Where People with IDD are Empowered with the Knowledge to Navigate Relationships in the Workplace</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Qualifies for 1.5 Related MCBAP Education Contact Hours, Psychology CE credit</li> <li>– <i>Mary Shehan, BS, MS, QSE, Community Inclusion Coordinator, Michigan Developmental Disabilities Council</i></li> <li>– <i>Jake Schaafsma, BS, Peer Support Specialist/Peer Educator, HealthWest</i></li> </ul> <p>We understand what the lack of sexuality and relationship education for people with intellectual and developmental disabilities (IDD) can lead to: high rates of abuse, being charged with a sex crime, unplanned pregnancy and sexually transmitted infections, and isolation and loneliness, and yes, even loosing jobs. We also know that self-advocates want to learn about this topic and often say they are still healing from the trauma of learning the hard way. These statistics can improve by providing medically accurate, age-appropriate sexuality and healthy relationship education for people with intellectual and developmental disabilities. Education on all types of relationships is never more important when people with IDD are entering the work world. There are ways to provide this education by having self-advocates learn about relationships with colleagues, supervisors and customers. People with IDD can also become leaders in providing this information to their peers.</p>
10:00am – 11:30am	<p><b>5. Life Is Not Over At Disability</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Qualifies for 1.5 Related MCBAP Education Contact Hour, Psychology CE credit,</li> <li>– <i>Daniel K. Arnold, Facebook Guy Smilie, MSU BA Elementary Education, LCC Honors Program, Tri-County CIT Consumer Advocate Board Member, Tri-County Crisis Intervention Team</i></li> <li>– <i>Michelle LaLone, Tri-County CIT Training Certificate, Consumer Advisory Council Member, CMHA-CEI</i></li> </ul> <p>Come follow the mental health consumer empowerment journey of Daniel Arnold and Michelle LaLone. Glimpse into the traumas behind their severe mental illnesses, the long process of imperfect recovery, and many victorious steps they continue to make as multi-board/committee members, authors, and presenters. The presenters will take time to credit agencies instrumental in our recovery: Justice in Mental Health Organization, Charter House Clubhouse, Community Mental Health Authority, Tri-County Crisis Intervention Team, Local, State, Federal Security/Police, CareFree Clinic, places of worship, and City Rescue Mission of Lansing. Michelle and Daniel will touch on the difficulties of a relationship between two consumers who are ADHD/Bipolar having experienced close head injuries in their childhood. Michelle will share on the challenges of having a Traumatic Brain Injury and Daniel on Schizoaffective Disorder.</p>
11:30am – 12:20pm	<p><b>Group Networking Lunch</b></p> <p><b>Connections...Communities that Care</b></p> <ul style="list-style-type: none"> <li>– <i>Lois Shulman, Editor, Connections</i></li> </ul>
12:20pm – 1:20pm	<p><b>Keynote: Rural Health Transformation Program Implementation in Michigan</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Qualifies for 1 Related MCBAP Education Contact Hour</li> <li>– <i>Beth Nagel, Senior Deputy Director for Policy, Planning and Operational Support, Michigan Department of Health and Human Services</i></li> </ul>

	<p>This keynote will provide an overview of the federal Rural Health Transformation Program and how Michigan has proposed to implement this opportunity to strengthen the health and well-being of Michigan's Rural populations.</p>
<b>CONCURRENT WORKSHOPS:</b>	
1:30pm – 3:00pm	<p><b>6. Managing NGRI Patients in the Community – Challenges and Changes</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Qualifies for 1.5 Related MCBAP Education Contact Hours, Psychology CE credit <ul style="list-style-type: none"> <li>– <i>Todd Moore, MD, Chief of Clinical Affairs, Center for Forensic Psychiatry</i></li> <li>– <i>Kimberly Kulp-Osterland, DO, Director of Psychiatry and NGRI Committee Chair, Center for Forensic Psychiatry</i></li> <li>– <i>Kelli Schaefer, MSW, Director of Social Work and NGRI Committee Liaison, Center for Forensic Psychiatry</i></li> </ul> </li> </ul> <p>This workshop will focus on challenges presented by this unique patient population and recent changes being implemented to overcome them. Discussion will include difficulties managing NGRI patients with Assisted Outpatient Treatment orders (AOT) and reinstitution of Authorized Leave Status (ALS) with ALS Risk Mitigation Contracts.</p>
1:30pm – 3:00pm	<p><b>7. Opioid Crisis in Michigan: Responding with Naloxone</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Qualifies for 1.5 Specific MCBAP Education Contact Hours, Psychology CE credit <ul style="list-style-type: none"> <li>– <i>Lara Girdwood, CPS, Executive Director, Hamtramck Drug Free Community Coalition</i></li> </ul> </li> </ul> <p>In 2020, an estimated 8% of the American adult population struggled with addiction while, in 2023, over 100,000 lost their lives specifically to opioids. This interactive workshop will equip participants with critical knowledge and skills to recognize and respond to opioid overdoses in their communities. Attendees will learn about opioid effects on the body, the origins and current scope of the opioid crisis in Michigan, signs of overdose, and how naloxone (Narcan) reverses potentially fatal effects. Participants will receive step-by-step instruction on administering Narcan nasal spray safely and effectively. This workshop empowers social workers, clinicians, and community advocates to become first responders in saving lives. Each attendee will receive a Free Narcan kit for use in an emergency.</p>
1:30pm – 3:00pm	<p><b>8. Trauma-Informed Justice Reform: Practical Tools for Professionals</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Qualifies for 1.5 Related MCBAP Education Contact Hours, Psychology CE credit <ul style="list-style-type: none"> <li>– <i>Ashley Denaway, BCJ, MS, PsyD student, Founder &amp; Executive Director, Pivot Point Youth Collaborative</i></li> </ul> </li> </ul> <p>This workshop introduces professionals to trauma-informed justice practices with practical, hands-on tools. Participants will explore how trauma impacts youth behavior, brain development, and relationships, and learn to reframe aggression or avoidance as adaptive responses. Through case studies, role-play, and group discussions, attendees will practice applying principles of safety, trustworthiness, empowerment, collaboration, and cultural humility. The session emphasizes small, actionable changes that build resilience and transform systems, highlighting that healing is a form of justice.</p>
1:30pm – 3:00pm	<p><b>9. Future Planning for Aging Caregivers</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Qualifies for 1.5 Related MCBAP Education Contact Hours, Psychology CE credit <ul style="list-style-type: none"> <li>– <i>Angela Martin, LMSW, Senior Associate Director, Michigan Developmental Disabilities Institute</i></li> <li>– <i>Nia Anderson, LMSW, Research Assistant, Michigan Developmental Disabilities Institute</i></li> <li>– <i>Preethy Sarah Samuel, OTRL, PhD, Associate Professor, Wayne State University, Eugene Applebaum, College of Pharmacy and Health Sciences, Department of Occupational Therapy</i></li> </ul> </li> </ul> <p>Aging caregivers supporting an adult with I/DD experience challenges to meet their caregiving needs, support their adult family member with I/DD, and reduce the stress and health impacts of caregiving. The Future for Aging Caregivers (FPAC) project developed a successful model to improve the health and well-being of aging family caregivers using an innovative technology, The Dani Plan, to enable coordinated, cost-effective, and sustainable care planning with the technical support of family peer. The Dani Plan platform is a user-friendly, online file system to support daily living and information sharing with chosen allies including family members, direct care workers, and healthcare professionals. Future FPAC project</p>

	efforts include the development of artificial intelligence (AI) to connect users to community resources for the caregiver or the adult with I/DD.
1:30pm – 3:00pm	<p><b>10. Compassion without Collapse: Sustaining Yourself in Clinical Practice</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Qualifies for 1.5 Related MCBAP Education Contact Hours, Psychology CE credit <ul style="list-style-type: none"> <li>– <i>Cassidy Jewell, MSW, LMSW-C, Vice President of Clinical Operations, Beacon Specialized Living</i></li> <li>– <i>Mark Lakier, MSW, LMSW-C, Director of Clinical Services, Beacon Specialized Living</i></li> </ul> </li> </ul> <p>Clinical work requires profound empathy and emotional engagement, yet these same qualities can increase vulnerability to burnout, compassion fatigue, and blurred boundaries. This session focuses on cultivating emotional regulation and self-awareness, helping professionals sustain empathy without defining their worth by their ability to “fix” situations. Through interactive discussion and reflective exercises, participants will explore strategies for setting healthy boundaries, managing emotional overload, and nurturing personal well-being while maintaining high-quality client care.</p>
3:00pm – 3:30pm	<b>Exhibitor Sponsored Refreshment Break</b>
<b>CONCURRENT WORKSHOPS:</b>	
3:30pm – 5:00pm	<p><b>11. Improving Outcomes with Assisted Outpatient Treatment (AOT)</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Qualifies for 1.5 Related MCBAP Education Contact Hours, Psychology CE credit <ul style="list-style-type: none"> <li>– <i>Joseph Drumm, D.O., Medical Director, Psychiatrist, LifeWays</i></li> <li>– <i>David Lowe, LPC, Executive Director of Access and Crisis, LifeWays</i></li> <li>– <i>Scott Smith, PhD, Consultant, Center for Behavioral Health and Justice, Wayne State University</i></li> </ul> </li> </ul> <p>Assisted Outpatient Treatments have long been demonstrated to reduce morbidity, relapse and hospitalization rates, decreased violence, increased treatment adherence for those with severe mental illness - yet such programs are tremendously underutilized, largely due to misconceptions and/or misunderstandings of their premises and purposes. This must be addressed pervasively.</p>
3:30pm – 5:00pm	<p><b>12. A Practical Strategic Planning Framework for Behavioral Health Transformation</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Qualifies for 1.5 Related MCBAP Education Contact Hours <ul style="list-style-type: none"> <li>– <i>Danilo Sirias, Ph.D., Professor of Management, Saginaw Valley State University</i></li> </ul> </li> </ul> <p>Behavioral health organizations are under pressure to improve access, reduce provider overload, and deliver better outcomes—all with limited time and resources. Yet many change efforts stall or fail to gain traction because staff and leadership lack a clear, shared understanding of what must change and why. This session introduces a practical strategic planning framework designed to help behavioral health clinics focus on what matters most: delivering care. Created with input from frontline providers and system leaders and supported by a grant, this approach guides teams in setting goals, resolving internal conflicts, and prioritizing key actions—while gaining buy-in and reducing resistance to change. Participants will explore how this model has been applied in behavioral health settings to improve intake, scheduling, staff workload, and patient engagement. The framework can be easily adapted and used to align staff, clarify expectations, and build momentum for lasting improvements.</p>
3:30pm – 5:00pm	<p><b>13. Increasing Provider Accountability for Positive Service Outcomes in Skill-Building and Community Living Services (CLS)</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Qualifies for 1.5 Related MCBAP Education Contact Hours, Psychology CE credit <ul style="list-style-type: none"> <li>– <i>Lisa Mills, MSW, PhD, Consultant, Moving To A Different Drum LLC</i></li> <li>– <i>Shannon Webb, BA, Consultant, Moving To A Different Drum LLC</i></li> </ul> </li> </ul> <p>CMHs purchase large amounts of Skill-Building and CLS services. Recent changes to Skill-Building and CLS were made by DHHS through 1915i and Waiver amendments. Increasing attention is being paid to the measurable outcomes resulting from these services. Many factors can shape to what extent providers of these services focus not just on delivering the services but also on the outcomes intended from these services. Join this session if you are interested in learning about and discussing strategies for CMHs to achieve greater accountability for Skill-Building and CLS service outcomes, beyond service delivery. Learn how CMHs can ensure providers shift focus to empowering individuals to achieve meaningful outcomes that shape their futures, and how CMHs can move providers into the practice of tracking and demonstrating</p>

	results – meeting the overarching goals of these services: community inclusion and participation, independence and productivity in person-centered ways.
3:30pm – 5:00pm	<p><b>14. Courageous Connections: A Mindfulness-Based Approach to Mitigating Intergroup Anxiety and Building Community Resilience</b></p> <ul style="list-style-type: none"> <li>❑ Qualifies for 1.5 Related MCBAP Education Contact Hours, Psychology CE credit</li> <li>– <i>Theresa Roach, MA Communications Administration, Certified Mindfulness &amp; Yoga Instructor, Special Projects Manager, Crim Fitness Foundation</i></li> </ul> <p>Unlock the potential for authentic connection and stress-reduction in high-tension community settings. The presenter will share the profound successes and critical challenges of the Courageous Connections program in Flint, Michigan. This innovative, collaborative project—developed with Mindful Badge and Brown University—utilizes Mindfulness-Based Stress Reduction (MBSR) to bridge the divide between police and the Black community. By training separate cohorts in self-awareness, stress management, and difficult conversation skills over an intensive eight-week period, the program culminates in a powerful joint retreat. Participants will learn how the program effectively reduces intergroup anxiety, fosters a sense of common humanity, and builds the capacity for individuals to navigate conflict while sustaining crucial relationships. This workshop is a deep dive into practical strategies for developing resilience and sustaining dialogue in the face of toxic stress and difference.</p>
3:30pm – 5:00pm	<p><b>15. Open Forum/"Cracker Barrel" Dialogue: Exclusively for Board Members of CMHA's CMHSP, PIHP, and Provider Alliance Members</b></p> <ul style="list-style-type: none"> <li>❑ Qualifies for 1.5 Related MCBAP Education Contact Hours</li> <li>– <i>Dwight Washington, Treasurer, CMHAM; Board Member, Community Mental Health Authority of Clinton, Eaton, Ingham Counties</i></li> <li>– <i>Joseph Stone, Immediate Past President, CMHAM; Board Member, Network180</i></li> </ul> <p>This Cracker Barrel discussion, facilitated by the CMHA Executive Committee, is an informal dialogue among the members of the Boards of Directors of CMHA's CMHSP, PIHP, and Provider Alliance members around issues identified by those board members who attend this session. This is a time to identify issues around which you would like to receive or provide guidance, to commiserate around common challenges, or to brag about common triumphs. Compare notes and learn about what works and what does not as CMHA member organizations, and their boards work to capture opportunities and address challenges. Bring your questions and be ready to be an active participant in this lively discussion!</p>

## Wednesday, February 4, 2026

7:30am – 12:00pm	<b>Conference Registration and Exhibits Open</b>
7:30am – 8:45am	<p><b><u>Breakfast Activities</u></b></p> <ul style="list-style-type: none"> <li>– Regional Networking Breakfast</li> <li>– Non-Member and Staff Networking Breakfast</li> </ul>
9:00am – 10:00am	<p><b>Keynote: Passive Victim to Resilient Warrior. Transforming the Way You Think About Trauma Informed Care</b></p> <ul style="list-style-type: none"> <li>❑ Qualifies for 1 Related MCBAP Education Contact Hour, Psychology CE credit</li> <li>– <i>Shari Simmons, Executive Director, Which Way?, LLP</i></li> </ul> <p>Shari tells heart wrenching account of an orphaned child who suffered brutality at the hands of her mother. In this story, the client's mind was closed to the horrors of her abuse, betrayal, and abandonment until the day her memories came flooding back to her conscious mind. Her search for self-worth was filled with jarring darkness, desperation and hopelessness that almost took her life. Through this case study, Shari helps audiences transform their ideas about clients moving from passive victims to resilient warriors. Shari is also an adjunct professor at several universities where she teaches on crisis and trauma. Since a young age, Shari has studied resiliency and enduring self-sabotaging thoughts that are often the result of trauma. She is co-author of Which Way? a memoir and psychological handbook on trauma for survivors, clinicians, and anyone who wants to understand and celebrate just how resilient the human spirit is.</p>

10:00am – 10:30am	<b>Exhibitor Sponsored Refreshment Break</b>
<b>CONCURRENT WORKSHOPS:</b>	
10:30am – 12:00pm	<p><b>16. Strengthening the Social Work Workforce: Evidence-Based Training for Substance Use Practice Patients in the Community – Challenges and Changes</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Qualifies for 1.5 Specific MCBAP Education Contact Hours, Psychology CE credit</li> <li>– <i>Pilar Horner, MSW, PhD, Associate Professor, Michigan State University</i></li> </ul> <p>This workshop introduces MI CARES, an innovative statewide project designed to strengthen the social work workforce through evidence-based addiction education. Participants will learn how the project's interdisciplinary modules build practical skills in screening, brief intervention, harm reduction, and recovery-oriented practice. The session will highlight key findings from module evaluation data and share insights on what social work students and practitioners identify as gaps in addiction training. Attendees will explore how programs can integrate similar content into coursework, field education, and continuing education. The workshop will also provide examples of implementation strategies that increase confidence and competency among learners. Participants will leave with concrete tools and resources they can use to enhance addiction-related training in their own settings.</p>
10:30am – 12:00pm	<p><b>17. From Data to Decisions: Deploying an Evidence-Based AI Risk Model in CMH</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Qualifies for 1.5 Related MCBAP Education Contact Hours, Psychology CE credit</li> <li>– <i>Samar Qureshi, BTech, MBA, Chief Business Officer, Netlink Group</i></li> <li>– <i>Kashish Keswani, BBA- Marketing, MBA - Marketing &amp; Sales, Ex-MBA - Marketing and Operations, Director - Customer Success, Netlink Group</i></li> <li>– <i>Manny Singla, MSC, Deputy Chief Executive Officer, Detroit Wayne Integrated Health Network</i></li> </ul> <p>The future of community mental health is clinician-empowered—where AI supports better decisions through precise, ethical, and actionable intelligence. This session will present lessons learned from implementing an AI-powered risk stratification model within the Michigan community mental health ecosystem. We will walk through a practical framework for identifying individuals at elevated risk of re-hospitalization, grounded in the realities of data integration, model development, and deployment in PIHPs and CMHSPs. Attendees will gain insight into the full machine learning lifecycle—from data preparation and feature engineering to achieving a .72 ROC AUC in real-world conditions. The presenters will also examine why predictive machine learning was selected over generative AI to ensure clinical precision and accountability in high-stakes environments. A key focus will be on strategies for addressing algorithmic bias and ensuring equitable outcomes across diverse populations. Finally, we will highlight how a “human-in-the-loop” approach positions AI as a trusted co-pilot, empowering care teams without replacing clinical expertise.</p>
10:30am – 12:00pm	<p><b>18. Empowering Transitions: Collaborative Strategies for Supporting Students with Disabilities in Michigan</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Qualifies for 1.5 Related MCBAP Education Contact Hours, Psychology CE credit</li> <li>– <i>Rebecca Flatt, MSW, Statewide Transition Rehabilitation Consultant, Bureau of Services for Blind Persons</i></li> <li>– <i>Karen Wang, MA, Transition Specialist, Michigan Alliance for Families</i></li> </ul> <p>Youth who are eligible for an IPOS and/or Wraparound Services through CMH may also be eligible for special education supports and services under the Individuals with Disabilities Education Act (the IDEA). As these youth approach the age of majority and plan to exit school, interagency collaboration is required under the Michigan Administrative Rules for Special Education (MARSE) and the IDEA. However, in practice, this is exactly where service gaps tend to widen. The Michigan Interagency Transition Team (MITT) is comprised of representatives from 23 agencies that work together to improve transition outcomes for youth with disabilities and special health care needs between ages 14 and 26. In this workshop, MITT members will explain the federally mandated Interagency Agreement between the Michigan Department of Education and statewide vocational rehabilitation agencies, the transition planning process outlined in the IDEA, and how CMH partners may contribute to optimizing youth outcomes. Recent systematic reviews and meta-analyses have identified cross-agency partnerships, such as those among special educators, vocational rehabilitation counselors, health agencies, and families, as evidence-based predictors of positive transition outcomes. In particular, effective collaboration is associated with increased competitive integrated</p>

	employment (CIE) opportunities and higher rates of postsecondary participation. Furthermore, sustained partnerships ensure that Individualized Education Programs (IEPs) and Individualized Plans for Employment (IPEs) are aligned, leading to seamless service delivery, enhanced self-determination, and stronger support networks for students. By coordinating roles, sharing data, and planning together, agencies and schools can better individualize interventions, address skill deficits, and support career development pathways that extend beyond high school. Join us to learn about Michigan's shared vision of coordination, collaboration, and innovation for students with disabilities.
10:30am – 12:00pm	<p><b>19. Advancing Technology First: Transforming Support for People with IDD in Michigan</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Qualifies for 1.5 Related MCBAP Education Contact Hours, Psychology CE credit <ul style="list-style-type: none"> <li>– <i>Lindsay Calcaterra, BA, Director of Communication and Government Relations, Easterseals MORC</i></li> <li>– <i>Ousman Fofana, N/A, Residential Coordinator and Enabling Technology Integration Specialist, MOKA</i></li> </ul> </li> </ul> <p>The session will educate participants on the Technology First support approach for individuals with intellectual and developmental disabilities, how it is being implemented in other states, and the efforts to bring it to Michigan. Further, the session will share results from pilots in Michigan and other states that demonstrate how enabling technology empowers individuals with IDD to live more independently and meaningfully in their communities while also helping to alleviate workforce challenges across the support system. Finally, participants will learn practical strategies to incorporate technology into person-centered care and how to get involved with the Technology First efforts in Michigan.</p>
10:30am – 12:00pm	<p><b>20. Empowering Change through Compassionate Conversations for Children and Individuals with Intellectual and Developmental Disabilities</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Qualifies for 1.5 Related MCBAP Education Contact Hours, Psychology CE credit <ul style="list-style-type: none"> <li>– <i>Deirdre Mercer, BS Sp. Ed., LBSW, QIDP, CMHP, Director of Training and Professional Development, Community Living Services</i></li> </ul> </li> </ul> <p>Motivational Interviewing (MI) isn't just for change talk for individuals in crisis. It is a powerful approach for supporting autonomy and choice for all people including people who experience intellectual and developmental disabilities (IDD). This interactive workshop demonstrates core MI skills that foster engagement, teaches how to recognize and respond to Change Talk, and applies these principles to real-life scenarios. You'll leave with practical strategies to build trust, encourage self-determination, and create conversations that empower the people you support.</p>
12:00pm – 1:30pm	<p><b>Group Networking Lunch and Keynote: Intersection of Mental Health, Homelessness, and Housing: Latest Developments, Nationally and within Michigan</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Qualifies for 1 Related MCBAP Education Contact Hour, Psychology CE credit <ul style="list-style-type: none"> <li>– <i>Paula Kaiser Van Dam, Director, Bureau of Community Services, Michigan Department of Health and Human Services</i></li> <li>– <i>Catherine Distelrath, Michigan Director, Corporation for Supportive Housing</i></li> </ul> </li> </ul> <p>This keynote, led by two leaders of the efforts within Michigan and nationally, will address the housing needs of people with mental illness, especially those experiencing homelessness. The keynote will highlight innovative strategies and evidence-based solutions implemented by MDHHS and the Corporation for Supportive Housing, along with state and national partners to prevent and end homelessness. This keynote will encourage collaboration across sectors and inspire collective action to support and uplift persons experiencing homelessness.</p>
1:30pm	<b>Conference Adjourns</b>

# Exhibitor & Sponsor Opportunities

## CMH Association of Michigan – 2026 Winter Conference Exhibitor, Sponsorship and Advertising Opportunities

February 3 & 4, 2026 ~ Radisson Plaza Hotel, Kalamazoo, MI

Exhibit Coordinator: Monique Francis ~ 517-237-3145 or [mfrancis@cmham.org](mailto:mfrancis@cmham.org)

### SET UP / TEAR DOWN INFORMATION

Set Up: Monday, February 2, 2026, 2:00pm – 5:30pm or Tuesday, February 3, 2026, 7:00am – 8:00am

Tear Down: Wednesday, February 4, 2026, 12:00pm – 1:30pm

### SHIPPING INFORMATION

Shipping Information is located on pages 5 and 6.

### HOTEL INFORMATION

**Radisson Plaza Hotel & Suites, 100 W. Michigan Ave., Kalamazoo, MI 49007**

**2026 Room Rates:**      **Standard Room: \$179 plus taxes (Single/Double)**  
                                 **Suites: \$219 (Single/Double)**

**Parking:** Discounted rate for self-parking: \$12 per night/car for all attendees.

**Hotel Check In:** 4 p.m.    **Hotel Check Out:** Noon

**Phone Reservations:** (269) 343-3333

- Reservations team is available M-F 8 a.m. - 5 p.m. EST.
- For discounted rates, guests need to mention "CMHA Winter Conference."

[\*\*Book Your Hotel Reservation Online\*\*](#)

#### **Deadline for Reduced Rate:**

Booking online: Deadline of 11:59 p.m. EST the day BEFORE **1/9/26** or until the room block fills.

Phone reservations: Deadline of 5:00 p.m. EST on the day OF **1/9/26** or until the room block fills

#### **Cancellation Policies:**

- If you find it necessary to cancel or change plans, please inform the hotel 24 hours prior to check-in time to avoid one night's room and tax charged to your credit card. If the reservation was booked as an advance purchase, non-cancel, or non-refundable, then full penalty applies.
- Reservations can be modified or canceled by calling in-house reservations team at (269) 343-3333.
- If a reservation is canceled after this time, it will be subject to a late-cancellation fee (one night's guestroom rate + taxes). If there is a credit card on file, this fee will be routed to the credit card.
- If a guest does not arrive for their reservation, it will be subject to a no-show fee (one night's guestroom rate + taxes). If there is a credit card on file, this fee will be routed to the credit card.

If a guest does not arrive for their reservation and check-in for the first night, their reservation will be CANCELED. The hotel can reinstate the reservation as able and requested (based on hotel availability).

**ALL REGISTRATION MUST BE DONE ONLINE – CMHA NO LONGER PROCESSES PAPER CONTRACTS. PLEASE CONTACT MONIQUE FRANCIS WITH ANY QUESTIONS.**

**DEADLINE TO REGISTER: January 23, 2026**



## MEMORANDUM

Date: 01/23/2026

To: HealthWest Board of Directors

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

From: Rich Francisco, Executive Director

Subject: **Director's Update**

### MDHHS Updates:

- **PIHP Procurement:** January 8, 2026 – Hon. Judge Yates finally offered a ruling and order on the case between CMHSPs/PIHPs versus MDHHS/DTMB on the PIHP procurement issue. The court declared that the RFP, as drafted, conflicts with Michigan Law in several respects. The court denied the State's motion for summary disposition and granted in part, the plaintiff's request for summary disposition. The court also did not issue an injunction but required the State to revise the RFP to comply with Michigan law, particularly regarding the CMHSPs' ability to contract and fulfill managed care duties. The ruling reinforces the central statutory role of CMHSPs in Michigan's public mental health system.

The conflicts identified in the ruling include:

- RFP's prohibition on PIHPs delegating managed care functions to CMHSPs via financial contracts and conflicts with Mental Health Code.
- The RFP does not ensure that CMHSPs receive sufficient Medicaid funding to fulfill their statutory obligations.
- The RFP's structure could prevent CMHSPs from maintaining provider networks, conducting investigations, and enforcing Recipient Rights, coordinating care for individuals in crisis or with complex needs, and could prevent them from providing mandated services such as preadmission screening, crisis stabilization and wrap around services.

The State must determine how to bring the RFP into compliance whether to do a notice of deficiency, amendment, or withdrawal of the RFP. In addition, the Court retains authority and may issue further relief if the State fails to address the identified legal conflicts. I have reached out to other directors and am not hearing any word or any updates. The defendants, MDHHS/DTMB, have 30 days to respond and so we will hear something by the first week of February.

- **CCBHC direct payment:** LRE/HW State Fair Hearing Agreement. We would like LRE to continue to provide State Fair Hearing representation for CCBHC-related cases that escalate to the State level and to MDHHS. Since CCBHC oversight has been removed from PIHP this responsibility has shifted to the CMHSP. HW in the meantime will contract with LRE to provide this as they have the resources to do this well. LRE will continue and represent HW in non-CCBHC state fair hearing services as they have always done. We have developed an agreement with LRE to continue using their State Fair Hearing expertise for CCBHC services.

#### **LRE Level Updates:**

- LRE is developing a SD (Self Directed/Determination) workgroup to work on standardized approach to self-determination in the region. They have asked HW to have representation and from HW we will be sending our Self Determination coordinator along with our Quality Improvement Director, Pam Kimble.
- During a CEO Ops group meeting held on 1/21/2026, the LRE presented the most current FSR ending in November based on the most current revenue projections calculated by LRE. HW is project to have a surplus. CMH CEOs will also be meeting separately to discuss regional strategy surrounding factors and CMH decisions that could impact the regional budget. Discussions will include: CCBHC considerations and how CMHSPs are running their programs, COFR/CCBHC agreements, and other factors such as provider management.
- LRE is also meeting with HW to discuss the special residential framework completed by LRE consultants. HW will review the framework as it relates to special residential rates regionally and evaluate how we will roll this out within our provider network.

#### **CMH Level Updates:**

- HW is currently under a MiFast review for our DBT program (Dialectic Behavior Treatment) program (1/22/2026). The reviewers had to switch to a virtual or remote review due to weather. Amie Bakos, Adult Services Director will keep me posted of results from the review.
- Quality Improvement Team is working on our Annual Needs Assessment and putting the data together. This is a contractual requirement for the CMHSPs to complete. The due date is at the end of February.
- HW participated with a group of about 70 individuals from various community providers and law enforcement agencies in the SIM (Sequential Intercept Model) annual planning and meeting.
- Lastly, HealthWest is well into the testing of Clinically AI, we have heard numerous feedback from staff about the amount of time saved with clinical documentation, preserving accuracy and retaining clinical subjectivity.