

## Meeting Agenda

**BOARD OF DIRECTORS**

Lakeshore Regional Entity

October 21, 2021 – 1:00 PM

Hackley Public Library, 316 West Webster Avenue, Muskegon, MI 49440

Phone: 646-558-8656 Conference ID: 853 5000 2541

1. Welcome and Introductions – Mr. DeYoung
2. Roll Call/Conflict of Interest Question – Mr. DeYoung
3. Public Comment (Limited to agenda items only)
4. Consent Items:  
**Suggested Motion:** To approve by consent the following items.
  - October 21, 2021, Board of Directors meeting agenda (*Attachment 1*)
  - September 16, 2021, Board of Directors meeting minutes (*Attachment 2*)
5. Consumer Advisory Panel (*Attachment 3*)
6. Reports –
  - a. LRE Leadership (*Attachment 4, 5, 6, 7, 8, 9, 10*)
7. Chairperson's Report – Mr. DeYoung
  - a. October 13, 2021, Executive Committee (*Attachment 11*)
8. Action Items –
  - i. Medicaid Events Verifications Specialist Contract (*Attachment 12*)  
**Suggested Motion:** To approve the LRE CEO to execute the Medicaid Events Verifications Specialist (MEV) Contract
  - ii. Gambling Prevention Disorder PR Contract (*Attachment 13*)  
**Suggested Motion:** To approve the LRE CEO to execute the Seyferth PR/Gambling PR contract
  - iii. TalkSooner Contract (*Attachment 14*)  
**Suggested Motion:** To approve the LRE CEO to execute the Seyferth PR/TalkSooner Contract
9. Financial Report and Funding Distribution – Ms. Chick (*Attachment 15*)
  - a. FY2021, September Funds Distribution (*Attachment 16*)  
**Suggested Motion:** To approve the FY2021, August Funds Distribution as presented
  - b. Statement of Activities as of 8/31/2021 and Variance Report (*Attachment 17*)
  - c. Bucket Report (*Attachment 18*)
10. Board Member Disclosure of Ownership Forms (*Attachment 19*)
11. CEO Report – Ms. Marlatt-Dumas
12. Board Member Comments
13. Public Comment

14. Upcoming LRE Meetings

- November 10, 2021 – Executive Committee, 3:00 PM
- November 18, 2021 – LRE Executive Board Meeting, 1:00 PM

15. Adjourn

Meeting Minutes  
**BOARD OF DIRECTORS**  
Lakeshore Regional Entity  
Network180, 3310 Eagle Park Drive NE, Suite 100, Grand Rapids, MI 49525  
September 16, 2021 – 1:00 PM

WELCOME AND INTRODUCTIONS – Mr. DeYoung

Mr. DeYoung called the September 16, 2021, LRE Board meeting to order at 1:25 PM.

ROLL CALL/CONFLICT OF INTEREST QUESTION – Mr. DeYoung

**In Attendance:** Mark DeYoung, Peg Driesenga, Matt Fenske, Steven Gilbert, Jack Greenfield, Jacquie Johnson, Jay Roberts-Eveland, John Snider, Stan Stek

**Absent :** Patricia Gardner, Shaun Raleigh, Stevie Riel, Ron Sanders, Jane Verduin

PUBLIC COMMENT

None.

CONSENT ITEMS:

LRE 21-31 Motion: To approve by consent the following items.

- September 16, 2021, Board of Directors meeting agenda
- August 19, 2021, Board of Directors meeting minutes

Moved: Jack Greenfield      Support: Peg Driesenga

MOTION CARRIED

WRITTEN BOARD REPORTS

LRE Leadership reports are included in packet for information.

Attachment 5 (SUD Evaluation Report) - Jay Roberts-Eveland – LRE is looking at metrics to gauge if we are on track or where there are gaps in our system. Covid is a large factor. The BHTEDS data and how people are coding is being reviewed. The CMHs take this information and take it to the provider level.

The Board will receive a full evaluation in January.

Attachment 3 (COO Report)- Stan Stek – LRE is in the process of hiring a CCBHC manager. The LRE would like to hire an individual with good project management experience.

Attachment 6 (LRE 90-day Review)- Peg Driesenga – The LRE is developing a process that the information will come to the LRE to review information prior to uploading the information to the State. It is a concern that we will address and put a policy/procedure in place.

There was a question about the amount of HAB slots the region receives. There has not been any discussion about reallocating the HAB slots, but Ms. Drooger can make an inquiry if this would

be considered. Due to COVID it is more difficult to find the individuals to fill the slots, but our region could probably fill an additional 50 slots.

### CHAIRPERSON'S REPORT

Minutes from the September 8, 2021, Executive Committee meeting are included in the packet.

- Future location for Board meetings was discussed. Board meetings need large rooms and AV equipment which not all CMHs have. The discussion was to move the meeting to one central location. This will also be less confusing for individuals that would like to attend.
- LRE will move forward with finding options and bring back to the Board for approval.

### ACTION ITEMS

LRE 21-32 Motion: To approve the LRE CEO to fully execute the Amendment #1, Contract Extension and Exhibit E change to the LRE/CMHSP FY20/21 Medicaid Managed Specialty Supports and Services 1115 Demonstration Waiver, 1915(c)/(i) Waiver Program(s), the Healthy Michigan Program, the Flint 1115 Waiver and Substance Use Disorder Community Grant Programs

Moved: Jay Roberts-Eveland                      Support: John Snider

ROLL CALL VOTE - UNANIMOUS

MOTION CARRIED

LRE 21-33 Motion: To approve the FY 2022 Lakeshore Regional Entity Annual Budget as presented

Moved: Stan Stek                      Support: Steven Gilbert

ROLL CALL VOTE - UNANIMOUS

MOTION CARRIED

### FINANCIAL REPORT AND FUNDING DISTRIBUTION

#### **FY2021 August Funds Distribution**

LRE 21-34 Motion: To approve the FY2021, August Funds Distribution as presented

Moved: Mathew Fenske                      Support: Jack Greenfield

ROLL CALL VOTE - UNANIMOUS

MOTION CARRIED

#### **LRE FY 2021 Budget Amendment #5 –**

LRE 21-35 Motion: To approve Budget Amendment #5 to the LRE FY21 budget

Ms. Chick updates that:

- There were Minimal adjustments and shifts between funding sources.
- HRA is higher than what was originally projected for revenue. The HRA is a pass through, which is directly disbursed to hospitals.
- There was an increase in DCW lapsed funds.

Moved: Jack Greenfield                      Support: Steven Gilbert  
 ROLL CALL VOTE - UNANIMOUS  
 MOTION CARRIED

**Statement of Activities as of 7/31/2021 and Variance Report-**

Included in the Board packet for information.

- Ms. Chick comments that member payments are based on capitation.

**Member Bucket Reports-**

Included in the Board packet for information.

- Excluding DCW (\$10.8 million)
- Perform bonus \$2.4 million
- \$58 million is our max allowed in the ISF/MC Savings

CEO REPORT

Included in the Board packet for information. Ms. Marlatt-Dumas highlights:

- Covid continues to be in an upswing.
- Biden plan is creating challenges.
  - Should we look at a plan B if we lose staff due to the mandates coming down?  
 Ms. Marlatt-Dumas comments that there are discussions happening. The concern is residential and if the situation becomes a crisis state where would the individuals staying in the residential home go. The Operations Committee will continue to discuss.
- LRE is working with CMH CEOs to re-establish ROATs.
- LRE continues to work with the State on the LRE contract and historical deficit. The state is working on both sanctions and historical deficit.
- Staffing crisis is a large concern and the CMHs are working through the issues. The state has asked for recommendations on how to solve this issue.
- LRE Executive staff are reviewing and updating Bylaws/Operating Agreement. The tentative target will be to bring to the October Board meeting for review.
- LRE will begin giving the Board updates regarding the tactical plan.
  - Mr. Greenfield recommends having a strategic planning meeting. Ms. Marlatt-Dumas comments that we are looking at possibly having this meeting in January. We are also looking at different Board trainings. During the October meeting we will disburse the disclosure of ownership for members to fill out.
  - Grievance and Appeals – Board requested to start having this included in a report.

BOARD MEMBER COMMENTS

None.

PUBLIC COMMENT

None.

UPCOMING LRE MEETINGS

- October 13, 2021 – Executive Committee, 3:00 PM
- October 14, 2021 – Consumer Advisory Panel, 1:00 PM
- October 21, 2021 – LRE Executive Board Meeting, 1:00 PM  
**TBD, Muskegon, MI 49442**

ADJOURN

Mr. DeYoung adjourned the September 16, 2021, LRE Board of Directors meeting at 2:36 PM.

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Mark DeYoung, Board Chair

Minutes respectfully submitted by:  
Marion Dyga, Executive Assistant



## CONSUMER ADVISORY PANEL MEETING SUMMARY

Thursday, October 14, 2021 – 1:00 PM to 3:00 PM

Virtual Teams Meeting or Call in

Present: John W., Lynette B., Sharon H., Shaunee T., Lucinda S.

LRE: Mary Marlatt-Dumas, Stephanie VanDerKooi

CMH Staff: Anna Bednarek (Ottawa), Chris Frederick (N180), Devon Hernandez (WM), Cathy Potter (Allegan)

1. Welcome and Introductions.
  - a. Review of the October 14, 2021, Agenda
  - b. Review of the August 12, 2021, Meeting Minutes

October 14, 2021, agenda is accepted as presented and August 12, 2021, meeting minutes are accepted as presented.

2. Member Stories – Limit 5 minutes
  - a. Member Experiences
    - John W. comments that his son lives with him and tried to utilize services during the Pandemic. He was told that he did not qualify for services after a phone assessment was completed. John advocated for his son to receive services and after completing an in-person assessment qualified. John would like to know if the CMHs would go back and review the phone assessments for others because he believes that phone assessments are not always accurate.
      - Any individual that has MC is entitled to have an assessment. Each individual should be given the option of a face-to-face meeting or a telehealth meeting.
    - Lynette B. comments that during the Pandemic a person had gone without services or medications. Mary encourages individuals to contact their CMH so they can make changes as needed.
      - Chris Frederick would like to discuss further with Lynette after the meeting.

3. Consumer Advisory Guidelines
  - i. LRE Staff Member Attendance

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5000 Hakes Drive – Suite 250, Norton Shores, MI 49441-5574

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- Ms. VanDerKooi asks if there are other LRE staff members that this group would like to have attend and present information. The group agrees that this would be a very good idea.
  - The Provider Network Managers and the CFO will give updates during the December 9 meeting.
  - Ms. VanDerKooi will ask during the meetings who they would like to attend the next meeting. Ms. Marlatt-Dumas will attend as she can, even if she can only jump on quickly.
- ii. Ms. VanDerKooi would like to verify that this document is good as is and would like approval from this group to move forward with it.

Moved: Shaune T. Support: Lucinda S.  
MOTION CARRIED

#### 4. Rebranding of Consumer Advisory Panel

- Ms. Marlatt-Dumas asks if this group would be interested in coming up with a new name for this group that more appropriately describes what their purpose is. It may give some depth to what the group does.
- The group will go to their CMHs and brainstorm with those groups and bring back ideas.
- Ms. Marlatt-Dumas comments that this should be a few months process and a goal for 2022. It does not have to be done right away.
- Cathy Potter will invite John to the Allegan CMH advisory group to discuss with them.

#### 5. Regional/State Updates – Mary Marlatt-Dumas/Stephanie VanDerKooi

##### a. LRE Office Expansion

- The office has been built out due to hiring more staff. We also bought new furniture for the office. When we are able, we will give this group a tour and have spaces to meet in person when we get through COVID.

##### b. LRE New Staff

- LRE is hiring a site review team, some of these staff will come back from Beacon. LRE is hiring the site review team back from Beacon because we are bringing that function back to the LRE.
- We also have a new Administrative Assistant (Greg Opsommer), 2 Provider Network Managers (Don Avery and Jim McCormick) and a data person (Kris Jeffries). We will also hire staff for CCBHC.



c. LRE Contract Sanctions

- LRE is working with MDHHS on a settlement that will lift the regions sanctions. A tactical plan was developed as part of the settlement. LRE has received a proposal from the state. We will not agree with the proposal and will complete a counter proposal.
- During a hearing last week, the judge stated that if this is not resolved by November 23 the lawsuits will move forward. We will continue to try to work through this before this deadline.

d. Public Mental Health System Redesign (*Attachments 4, 5, 6*)

- There are bills that were submitted by Rep. Whiteford and Sen. Shirkey. These bills will integrate funding not services. The system is aware that that there are gaps in some services such as autism. These items are attempting to be addressed.
- The hope is that the Shirkey bill will be voted down. The Whiteford bill would like to have 1 organization, with a panel of individuals that make decisions for all CMHs. This is not conducive to knowing the area or specific needs of those in that county.
- Our Region has 3 CCBHCs that will be in the demonstration and 2 that are in the expansion. The Democratic caucus is also having meetings to discuss a plan for redesign.
- CMHA has published talking points on their website. Ms. Marlatt-Dumas will ask Bob Sheehan if the links to vote on the bills are still open.
- Stephanie put the link in the chat - <https://cmham.org/public-policy/advocacy-center/>

**Action:** Marion will send out the link and the talking points to the group.

6. Other

- CCBHC – Put on the next agenda – explanation about what it is.
- Peer Support Specialists –
  - Is the state holding trainings?
  - Mary Marlatt-Dumas - Should do a poll within the region to find out how many are trained, what is the employment (full/part time)? We need to find out this information and then we can make sure that there is a strong support.
  - Mary can discuss peer support trainings during her meeting with the state.

7. LRE Board Meeting  
October 21, 2021 – 1:00pm  
Hackley Public Library, 316 Webster Ave., Muskegon MI 49440  
Call-in information will be posted on the LRE website
  
8. Upcoming CAP Meetings for **2021** (2<sup>nd</sup> Thursdays of alternate months - 1:00 pm to 3:00 pm)  
October 14, December 9
  
9. Other:

**FUTURE AGENDA ITEMS**

**Chief Operating Officer - Report to the Board of Directors**  
**October 21, 2021**

**STAFFING UPDATE**

**Provider Network Managers:** Don Avery and Jim McCormick have joined the LRE Team to fill the Provider Network Manager role. The primary function of the Provider Network Manger (PNM) is to serve as the liaison between the LRE and CMHSP leadership. The PNM role is critical in oversight and monitoring the performance management of the LRE CMHSP partners and the overall financial and operational success of the region. Each CMHSP will have an assigned PNM, with the intent of adding value to administrative and service activities, driving performance against established standards, and promoting operational excellence.

<b>CMHSP in Region #3</b>	<b>Assigned PNM Staff</b>
Allegan CMH	Jim McCormick
HealthWest	Jim McCormick
Network180	Don Avery
Ottawa CMH	Jim McCormick
West Michigan CMH	Don Avery

To promote effectiveness, partnership and collaboration, the PNM position will be responsible for:

<b>FUNCTION</b>	<b>HOW ACCOMPLISHED</b>
Relationship Management	Act as liaison between LRE and CMHSP leadership
	Ensure effective sharing of information between key stakeholders across the network
	Maintain communication to continually measure state of relationship and address any open issues as they arise
	Support procurement
Contract Compliance	Ensure CMHP contractual compliance
	Coordinate with assigned CMHSP leaders on site visit and audit preparation
	Develops and maintains regional Common Contract for contract providers
Performance Monitoring	Leverage data to measure CMHSP/network performance; provide reports to CMHSPs as a way to identify issues early in failure mode
	Coordinate with subject matter expertise to ensure appropriate corrective action taken on areas identified as non-compliant
	Develop and monitor financial and operational reports
	Identification of key performance metrics (KPI)
	Develop network provider performance Report Cards/Dashboards
Network Functions	Facilitate reciprocal network management strategies
	Ensure network adequacy, including identifying service gaps
	Support CMHSP contract/network management
	Lead PNMROAT

	Lead and manage contracting process for hospital-based services, including rate negotiation and value-based contracting development
	Support efforts to enhance value-based purchasing arrangements with non-hospital-based service providers

Ongoing communication between key CMHSP leadership and the PNM, as well as monthly CMHSP Provider Network Management meetings, to be arranged by the PNM, will include:

- Review of key performance metrics;
- Promotion of regional CQI efforts;
- Review of key financial indicators/reports;
- SME attendance, as required, based on monthly agenda;
- Discussion of CAPs in progress

Work is underway to develop these position and build relationships with key CMHSP leadership staff. Highlights this month include:

- Provider Network ROAT on 10/12
- Finalizing FY22 Common Provider Contract
- Working with CMHSP Partners to Negotiate Contracts with Inpatient Psychiatric Hospitals
- Building Data Reports for monitoring LRE Provider Network
- Working to Assess and Prioritize Provider Network Issues

**CCBHC (CERTIFIED COMMUNITY BEHAVIORAL HEALTH CLINIC) ROLLOUT:**

This project is a heavy lift in Clinical, Finance, IT and Program Management. LRE has retained the services of Bill Riley to assist in planning and implementation of this project. Regular internal meetings have been occurring to create a process to ensure this project was up and running by October 1. The state has provided a manual and sample contract language which LRE Leadership Team members are reviewing to plan for the successful execution of this project. Interviews are underway for a CCBHC Project Manager; it is our hope to have someone on staff in the coming weeks.

**SUD PREVENTION UPDATE - Amy Embury, Sud Prevention Manager**

September has been busy with the submission of annual plans from Prevention Providers Plans for the next fiscal, proposals for additional COVID Supplemental funding, contracts review and distribution of Memoranda of Understanding. Providers are extremely grateful for opportunities to receive additional funding to enhance or expand their programming. We acknowledge the extra work and often short deadlines that acquiring additional funding entails.

We would like to share one example from the Kent County Health Department State Opiate Response Prevention Carryforward funds as reported. This highlights the creativity and use of funds to provide messaging that targets specific populations:

[https://www.youtube.com/watch?v=IAJMcWmkoc&list=PLxIIQO2NMwey4Lmhb2oFPAXIbUzCFT\\_6Q](https://www.youtube.com/watch?v=IAJMcWmkoc&list=PLxIIQO2NMwey4Lmhb2oFPAXIbUzCFT_6Q)

The Campaign Final Metrics report is attached to this report.

### **Gambling Disorder Grant**

As of October 1<sup>st</sup>, Amy Embury is serving as the LRE Gambling Disorder Prevention coordinator for the Lakeshore region. The overview of Fiscal Year 22 is underway including the yearly budget submission, Memoranda of Understanding with 5 service providers, and the development of a scope of the work for the marketing/messaging campaign with Seyferth PR. Please see the attachment LRE Gamble Responsibility Overview 2021 Campaign. KWB Strategies will continue to provide evaluation efforts for this project.

### **Talksooner**

Allegan County Substance Abuse Prevention Coalition (ASAP) used the Talksooner banner to share their messaging at the Allegan County Fair Parade on Monday, September 13<sup>th</sup>. ASAP also had an exhibitor booth with materials that fair attendees were free to take with educational materials and resources. The Allegan Fair Executive Director shared the estimate of fair attendees was 317,000. Many of our counties are returning to support local events face to face to continue to share the message!



### **SUD TREATMENT UPDATE - Amanda Tarantowski, SUD Treatment Manager:**

The SOR 1 Grant ended September 29, 2021. There were several successful projects and great outcomes from the grant including moving Medication Assisted Treatment (MAT) forward in several county jails. The FY22 grant MOU's have been sent to CMH's for signature and exciting projects continue.

The Grand Rapids Red Project Mobile Health Unit (SOR2 Grant funded) is operational and was featured in the Allegan County parade. MOU's for medical staffing are currently being signed and service should begin soon.

SUD Treatment Manager attended Mary Free Bed's Chronic Pain Management Conference in September. The most significant take-away from this training was the data showing a significant correlation between high ACES scores and pain treatment failure. This is something to keep in mind as we offer SUD care to folks with significant ACES. The SUD Treatment Manager plans to attend the Cocaine, Meth and Stimulant summit 10/14-10/16.

Last year's summit was helpful in terms of understanding the national landscape of drug movement, trends, and policy.



**VETERAN NAVIGATOR UPDATE - Eric Miller (Veteran Navigator)**

Over the last month the Veteran Navigator has been busy focusing on outreach events and helping veterans connect with the VA for benefits. He was the main sponsor for a golf outing where other businesses and individuals came together to network on how to better serve Veterans in the community. He also was a vendor at a resource fair held in Muskegon, working with the Muskegon County Navigator. Through events such as these Eric has made connections to other organizations in the Region that have helped him make connections and help Veterans in the seven counties of the Lakeshore region.

Eric has also been assisting veterans in connecting with their local Veteran Service officer. This helps the Veteran gain access to healthcare benefits through the VA and may increase their monthly income depending on their disability rating determination.

Eric has been successful in his endeavors to assist individual veterans. He recently received a call from Ottawa County Veterans Affairs expressing concerns about a Veteran living in a home that was not welcoming. The Veteran had an apartment lined up but was not able to move himself due to medical issues. Eric worked with a local non-profit (92 for 22) who were able to assist with the move into the apartment. LRE staff donated household items such as furniture and cooking utensils as well as gift cards to Meijer so this Veteran could buy food for his new home. The Veteran is now doing great and has finally been able to sleep peacefully.

**CREDENTIALING UPDATE - Pam Bronson (Credentialing Specialist):**

Credentialing Committee met in September and approved 4 providers for credentialing/re-credentialing and 1 provider for an additional location. We've been working with the CMHSP Contract Managers to audit and verify various provider lists to insure we have the most accurate list for credentialing tracking.

The coming months will be very busy, with more than 40 providers/agencies due for re-credentialing. Notices have been distributed and the responses from providers have been positive thus far; CMHSP Contract Managers have been helpful when encountering barriers.

**QUALITY UPDATE - Kristi Drooger (Quality Manager)**

**1. Autism/Behavioral Health:**

There are currently 1,441 individuals enrolled in the Applied Behavioral Health Autism Benefit. This is an increase of 33 since the beginning of September. There were 63 individuals approved for ABA services in September and 30 individuals disenrolled.

All ABA providers participated in a provider site review in FY2021. ABA providers will continue to be reviewed on an annual basis.

Member CMHSPs are working to update their EHRs to reflect service code changes in the HCPCS for autism services.

**2. Child's Waiver Program:**

There are 59 children enrolled in the Children's Waiver Program. One prescreen was submitted by NW180 in September and that child was extended an invitation from MDHHS to apply in early October. There are no children waiting for an invitation to the CWP.

A Prior Review and Approval Request (PRAR) for specialized medical equipment and supplies was submitted to the Region 3 CWP clinical review team in September and was approved on 10/8/2021.

**3. Habilitation Supports Waiver:**

The LRE has 629 HSW waiver slots that remain full. The LRE had 7 disenrollment's for September and 7 individuals were submitted to MDHHS for October 1 enrollment to maintain maximum slot capacity.

The LRE and CMHSP HSW Leads meet regularly to maintain these slots and identify appropriate individuals for enrollment. The LRE has 8 complete packets from across the region that can be submitted when slots become available and 9 incomplete packets that have expired documentation that need to be updated.

Attached is the *Statewide HSW Slot Maintenance FY21* report by region for reference.

**4. Home and Community-Based Services:**

MDHHS is planning to begin the next round of surveys in November 2021. All providers that received HCBS provisional approval since the last round of surveys will be included in this round. This will be a second chance for those who did not respond to the most recent round of surveys to respond again. The LRE expects these surveys to go to fewer than 10 providers. MDHHS has contracted with MI-DDI to distribute this next round of surveys.

The HCBS provisional approval application process for new providers and programs was recently reviewed with CMHSP leads. The region is experiencing an uptick in the number of provisional applications being received. HCBS prohibits the PIHP's provisional approval of any program on the on the grounds of a hospital; however, one provider in the region, on the grounds of a hospital, has requested provisional approval. MDHHS leadership is reviewing the application reports they will provide guidance on how they would like to proceed with this application.

An HCBS non-responder report was provided to the LRE from MDHHS. The report identifies HCBS providers that have had multiple chances to respond to HCBS surveys but have not yet completed them. The PIHPs were provided two options from MDHHS to resolve this matter with these providers:

- Option 1: Those settings who did not complete the HCBS survey despite having had two opportunities to do so will be found non-compliant and will not be eligible for Medicaid funding to provide services to HCBS waiver participants after March 17, 2023. No further efforts will be made to engage these settings in the assessment process.

- Option 2: PIHP assume responsibility to facilitate an assessment with settings in their network who have been nonresponsive. Strict timelines are required in order to complete this process before the due date.

PIHPS must decide which option will be taken for each provider and submit that decision to MDHHS by 11/30/21. (**Note:** Because applications are based on the individual's survey, a provider could be found to be in compliance for one person, out of compliance for a second, in heightened scrutiny for a third, and a non-responder for a 4<sup>th</sup>).

**5. Serious Emotional Disturbance:**

The LRE has 65 open or pending individuals on the Serious Emotional Disturbance Waiver). Individuals continue to be enrolled and dis-enroll as appropriate.

**6. MDHHS Waiver Audit:**

MDHHS concluded the HCBS Waivers and Substance Use Disorder site review of the LRE on November 30<sup>th</sup>, 2020. MDHHS provided the final site review reports to the LRE on December 15<sup>th</sup>, 2020. On March 5<sup>th</sup>, 2021, MDHHS accepted the LRE Corrective Action Plan. MDHHS conducted the 90-day virtual follow-up review of the region from June 1<sup>st</sup> through August 31, 2021. The MDHHS review team assessed the actions taken by the PIHP and CMHSP's during this time and, although they note most of the action items described in the corrective action plan had been implemented, they identified 4 outstanding items for which they were unsuccessful in finding evidence. This matter is now being addressed between the LRE CEO and the MDHHS's Program Development, Consultation and Contracts Division for appropriate follow up.



# Gamble Responsibly Overview Lakeshore Regional Entity

## 2021 Campaign

April & May 2021

### CAMPAIGN ACTIVITY

- 657,858 Ad Impressions were delivered over the course of the campaign
- 644 Clicks from ads to the landing page
- .10% Click through rate – national average is .04%-.07%

### INSIGHTS

- Multiple ad creatives were used, and all saw good interaction
- The campaign had a slow start, with adjustments we were able to recapture pacing and deliver ad impressions in full
- Analytics from the client's microsite helped to identify and determine where changes needed to be made
- Mobile Ad Banners delivered the highest interaction, and this makes sense with the app delivery, top mobile banner interactors
  - UFC – 104 Clicks - .10% CTR
  - When Luck Runs Out - 99 Clicks -.09% CTR
  - Baseball – 87 Clicks - .09% CTR
- We had a separate line item for the Latino/Hispanic Creative
  - 51 Clicks - .05% CTR

### FUTURE RECOMMENDATIONS

- Serving ads to an additional target of those with a gambling interest, not just through gambling apps and websites.
- Pixel placement on microsite to get a better understanding of engagement at site:
  - Outbound links, click to call, click to email , document downloads
- Tracking Pixel placement: view through conversion pixel and re-messaging
- Spanish version of microsite or translation



THE ANN ARBOR NEWS MLive DETROIT THE GRAND RAPIDS PRESS KALAMAZOO GAZETTE Muskegon Chronicle  
THE BAY CITY TIMES THE FLINT JOURNAL JACKSON CITIZEN PATRIOT MLive LANSING The Saginaw News

# Gamble Responsibly Overview Lakeshore Regional Entity

## 2021 Campaign

June & July 2021

### CAMPAIGN ACTIVITY

- 428,501 Ad Impressions were delivered over the course of the campaign
- 1,806 Clicks from ads to the landing page
- .42% Click through rate – benchmark is .42% for this type of campaign

### INSIGHTS

- Ad creatives were delivered through geofencing and retargeting of specified locations
- 2/3 of creatives were served through geofencing, 1/3 of creatives were served through retargeting
- Top 5 Geofenced locations:

Location	Impressions	Clicks	CTR
1601 Eastern Ave Se, Grand Rapids, 49507	101,032	386	0.38%
800 Washington Ave, Holland, 49423	91,249	400	0.44%
1991 Baldwin St, Jenison, 49428	36,430	141	0.39%
231 Western Ave, Allegan, Mi 49010	10,326	73	0.71%
2381 E Apple Ave, Muskegon, 49442	10,229	43	0.42%

### FUTURE RECOMMENDATIONS

- This campaign delivered the clicks to the microsite – I'd like to look a little closer and learn more about the interaction, once someone got to the site. From some of the reporting that we were able to access from the analytics, time on site was minimal.
- We now offer a new product we may want to explore that delivers ads through the geofenced area as a push notification and opens up into an ad



THE ANN ARBOR NEWS MLive DETROIT THE GRAND RAPIDS PRESS KALAMAZOO GAZETTE Muskegon Chronicle  
THE BAY CITY TIMES THE FLINT JOURNAL JACKSON CITIZEN PATRIOT MLive LANSING The Saginaw News

# Gamble Responsibly Overview Lakeshore Regional Entity

## 2021 Campaign

Aug & Sept 2021

### CAMPAIGN ACTIVITY

- 864,134 Ad Impressions were delivered over the course of the campaign
- 1,402 Clicks from ads to the landing page
- .16% Click through rate – benchmark varies depending on tactic used:
  - Digital Ad Impressions Mlive - .12% ctr, benchmark between .04% and .07%
  - Digital Ad Impressions Extended Network - .28% ctr, benchmark .09%
  - Video Impressions- Viewership by quartile at least 11% greater than benchmark for each quartile
  - Sponsored Content – your campaign .29% avg between the 2 articles; benchmark is .29%

### INSIGHTS

- Multiple Tactics Used to Connect with the Audience
  - 2 Sponsored Articles
  - 3 Videos Developed and Delivered
  - 3 Ads Sets Developed and Delivered

### FUTURE RECOMMENDATIONS

- We'd like to place a view through conversion pixel on site, so we can monitor who has been served an ad and come into the site at a later time
- Access to google analytics so that we can take a closer look at traffic
- Pixeling click through and download links to learn more about the campaign interaction
- From the analytics available, it looks like there was more time spent on the microsite page and more actions (downloads, link clicks). The audience was engaged and got more information at the microsite.



THE ANN ARBOR NEWS MLive DETROIT THE GRAND RAPIDS PRESS KALAMAZOO GAZETTE Muskegon Chronicle  
THE BAY CITY TIMES THE FLINT JOURNAL JACKSON CITIZEN PATRIOT MLive LANSING The Saginaw News

# Kent County Health Department

SUD Campaign: Final Metrics

September 27, 2021

[kingmedianow.com](http://kingmedianow.com)

## Overview

**Campaign Dates:** July 26 – September 18, 2021 (8 weeks)

**Audiences:** Youth (ages 14-17) and young adults (ages 18-25) in Kent County, Michigan

## Creative

### YouTube Playlist:

[https://www.youtube.com/watch?v=\\_IAJMcWmkoc&list=PLxIIQO2NMwey4Lmhb2oFPAXIbUzCFT\\_6Q](https://www.youtube.com/watch?v=_IAJMcWmkoc&list=PLxIIQO2NMwey4Lmhb2oFPAXIbUzCFT_6Q)

## Youth Audience

	Instagram		Snapchat		
	Objective: Impressions		Objective: Swipe-Ups		
	Total Video Plays	Reach	Impressions	Swipe-Ups	Swipe-Up Rate
Diarrhea	13,113	8,481	32,240	236	0.73%
Jitters	1,045	995	29,535	269	0.91%
Morgue	3,924	3,366	54,449	384	0.70%
Hall Pass	1,419	1,333	50,893	374	0.73%
Vomit	2,494	2,171	63,134	471	0.75%
Mush-Land	1,044	981	24,325	181	0.74%
<b>Total</b>	<b>23,039</b>	<b>12,195</b>	<b>245,576</b>	<b>1,915</b>	<b>0.78%</b>

## Young Adult Audience

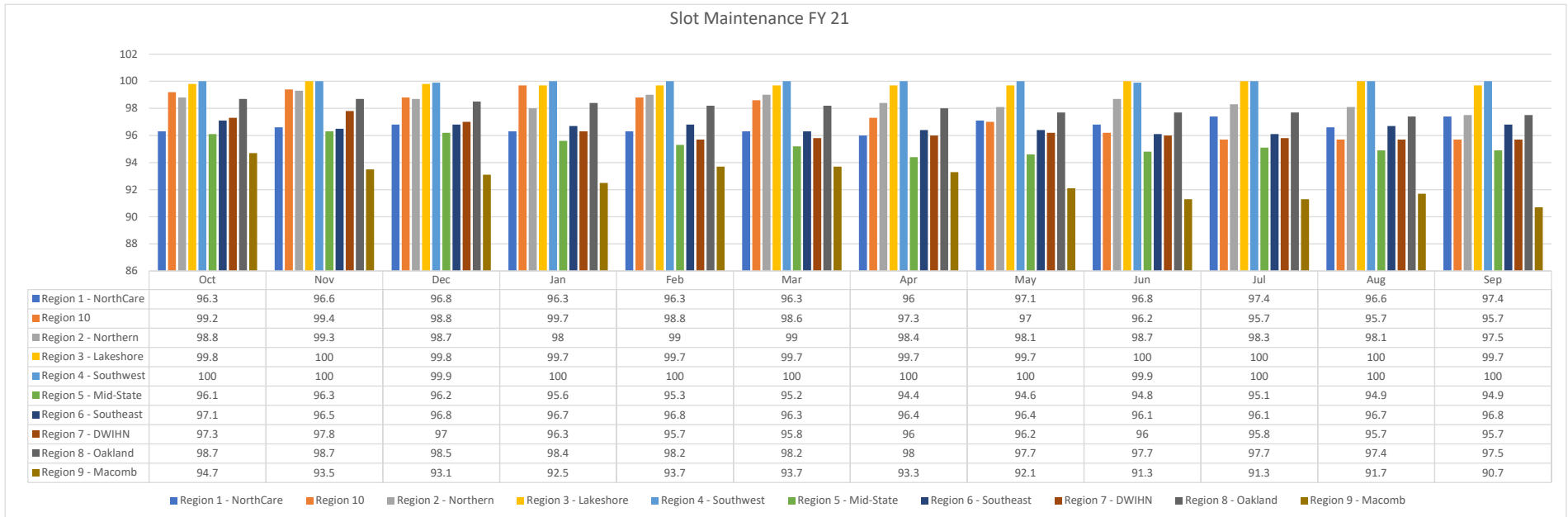
	<b>Instagram</b> <b>Objective: Impressions</b>		<b>Snapchat</b> <b>Objective: Swipe-Ups</b>		
	<b>Total Video Plays</b>	<b>Reach</b>	<b>Impressions</b>	<b>Swipe-Ups</b>	<b>Swipe-Up Rate</b>
Diarrhea	34,532	25,866	14,622	457	3.13%
Jitters	1,524	1,495	13,717	98	0.71%
Road Trip	69,920	46,676	8,933	88	0.99%
Vengeance	1,614	1,683	23,381	221	0.95%
Vomit	1,439	1,361	44,234	457	1.03%
Mush-Land	573	573	13,717	98	0.71%
<b>Total</b>	<b>109,596</b>	<b>61,156</b>	<b>131,234</b>	<b>1,244</b>	<b>0.95%</b>

## Key Takeaways

- Snapchat is the stronger platform for reaching the youth audience, while Instagram is the stronger platform for reaching the young adult audience.
- Clear favorites emerge early on, but running a variety of ads throughout the campaign kept performance steady for the duration.
- We recommend exploring additional opportunities to use this library of ads, given the strong campaign performance.

# Attachment 7

PIHP Name	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Region 1 - NorthCare	96.3	96.6	96.8	96.3	96.3	96.3	96	97.1	96.8	97.4	96.6	97.4
Region 10	99.2	99.4	98.8	99.7	98.8	98.6	97.3	97	96.2	95.7	95.7	95.7
Region 2 - Northern	98.8	99.3	98.7	98	99	99	98.4	98.1	98.7	98.3	98.1	97.5
Region 3 - Lakeshore	99.8	100	99.8	99.7	99.7	99.7	99.7	99.7	100	100	100	99.7
Region 4 - Southwest	100	100	99.9	100	100	100	100	100	99.9	100	100	100
Region 5 - Mid-State	96.1	96.3	96.2	95.6	95.3	95.2	94.4	94.6	94.8	95.1	94.9	94.9
Region 6 - Southeast	97.1	96.5	96.8	96.7	96.8	96.3	96.4	96.4	96.1	96.1	96.7	96.8
Region 7 - DWIHN	97.3	97.8	97	96.3	95.7	95.8	96	96.2	96	95.8	95.7	95.7
Region 8 - Oakland	98.7	98.7	98.5	98.4	98.2	98.2	98	97.7	97.7	97.7	97.4	97.5
Region 9 - Macomb	94.7	93.5	93.1	92.5	93.7	93.7	93.3	92.1	91.3	91.3	91.7	90.7



## Attachment 8

Project	Who/What	To Do	Reports	Due Dates
Compliance Validation	Providers that were found to be in compliance after completing a survey.	PIHP will verify compliance status by reviewing documentation, virtual site visits, attestations, etc.	Combined Tracking Report	Bi-Monthly on 15 <sup>th</sup> (Nov, Jan, Mar, May)  <b>Final Completion Date: 7/1/2022</b>
HS-OOC Remediation	Providers that were in OOC and completed CAPs & HS Providers moved to OOC and completed CAPs. These are providers who have completed site reviews already.	PIHP will verify continued compliance status by reviewing documentation, virtual site visits, attestations, etc.	Combined Tracking Report	Bi-Monthly on 15 <sup>th</sup> (Nov, Jan, Mar, May)  <b>Final Completion Date: 7/1/2022</b>
Non-Responsive Settings	Providers who did not complete/respond to any surveys	PIHPS will decide how to proceed with each provider (re-survey, not survey & transition/close case)	Combined Tracking Report  PIHP Survey Decision Initial Report  Final Report	Bi-Monthly on 15 <sup>th</sup> (Nov, Jan, Mar, May)  <b>11/30/21</b>  <b>Final Completion Date: 8/31/2022</b>
Provisional Surveys	New Provisionally Approved Providers that have not yet been surveyed	MI-DDI will send out surveys via Qualtrics to these providers. PIHPs will provider support & assistance.	TBD	TBD: MI-DDI sending surveys in November



## Information Officer Report – October 2021

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### Summary:

1. **MCIS Software:**

PCE Systems will be installing the PIHP Audit Module into the LRE "LIDS" system, effective November 1<sup>st</sup>. After setup and configuration, this module will be used to by the LRE Quality Team for site reviews and other audits.

2. **Data Analytics and Reporting:**

As RUBIX Technology continues to add additional data sources to the development environment, report and dashboard development using Microsoft Power BI has also begun. A production server has been provisioned within our US Signal Cloud data center, and it will soon be active so that we can begin configuration of our go-live data analytics environment.

3. **FY21 data reporting to MDHHS:**

**Encounters:** FY21 encounter volumes have been reported in good volume for all CMHSPs through August 2021 across both mental health and SUD service categories, which should normally be the case by mid-October. Please see also the attached encounter graphs showing year to year comparisons.

**BH-TEDS:** BH-TEDS reporting volumes remain strong for all CMHSPs. The most recent BHTEDS completeness stats from MDHHS show that we are holding above the 95% compliance threshold in all 3 measurement categories. Please see also the additional details on pages 2 – 4 below.

4. Annual **Medicaid Explanation Of Benefits (EOB)** statements (an annual federal anti-fraud requirement) were sent out for FY21 over the last period (*based on a random sample of clients served during the fiscal year*). These are required to be sent out to at least 5 % of served clients each fiscal year.



**Additional Details:** BHTEDS Completeness – per MDHHS (9/24/2021):

**Mental Health BHTEDS (excludes “crisis only” episodes of care):**

FY21 MH Encounters w/BH-TEDS records					
Encounters: 10/01/2020 - 07/31/2021*			BH-TEDS: 07/01/2019 - 09/24/2021		
Region Name	Submitter ID	Distinct Count of Individuals With		Current Completion Rate	
		Non-H0002 & Non-Crisis, Non-OBRA Assessment & Non-Transportation Encounters	Non-H0002, Non-Crisis, Non-Health Home, Non-OBRA Assessment & Non-Transportation Encounters But NO BH-TEDS Record Since 07/01/2019		
CMH Partnership of SE MI	00XT	9,280	204	97.80%	
Detroit/Wayne	00XH	55,057	3,990	92.75%	
Lakeshore Regional Entity	00ZI	17,801	704	96.05%	
Macomb	00GX	10,709	255	97.62%	
Mid-State Health Network	0107	37,703	1,621	95.70%	
NorthCare Network	0101	5,615	33	99.41%	
Northern MI Regional Entity	0108	11,925	213	98.21%	
Oakland	0058	16,969	194	98.86%	
Region 10	0109	16,324	20	99.88%	
Southwest MI Behavioral Health	0102	18,891	722	96.18%	
Statewide		200,274	7,956	96.03%	
<b>Key</b>					
95.00+ = Compliant		*Encounters = All MH encounters <b>excluding:</b> A0080, A0090, A0100, A0110, A0120, A013, A0140, A0170, A0425, A0427, H0002, H2011, S0209, S0215, S0280, S0281, S9484, T1023, T2001-T2005 ,90839, 90840, 99304-99310			
90.00-94.99					
85.00-89.99					
<85.00					

**Mental Health Crisis Only BHTEDS:**

FY21 Crisis Encounters w/BH-TEDS records				
Encounters: 10/01/2020 - 07/31/2021**			BH-TEDS: 07/01/2019 - 09/24/2021	
Region Name	Submitter ID	Distinct Count of Individuals With		Completion Rate
		Crisis Encounters	Crisis Encounters But NO BH-TEDS Record Since 07/01/2019	
CMH Partnership of SE MI	00XT	2,101	137	93.48%
Detroit/Wayne	00XH	8,025	2,421	69.83%
Lakeshore Regional Entity	00ZI	5,813	182	96.87%
Macomb	00GX	1,423	9	99.37%
Mid-State Health Network	0107	9,809	275	97.20%
NorthCare Network	0101	1,673	56	96.65%
Northern MI Regional Entity	0108	3,801	100	97.37%
Oakland	0058	3,163	17	99.46%
Region 10	0109	1,682	12	99.29%
Southwest MI Behavioral Health	0102	3,058	71	97.68%
Statewide		40,548	3,280	91.91%
<b>Key</b>				
95.00+ = Compliant		**Encounters include H2011, S9484, T1023, 90839, 90840		
90.00-94.99				
85.00-89.99				
<85.00				

**Substance Use Disorder BHTEDS:**

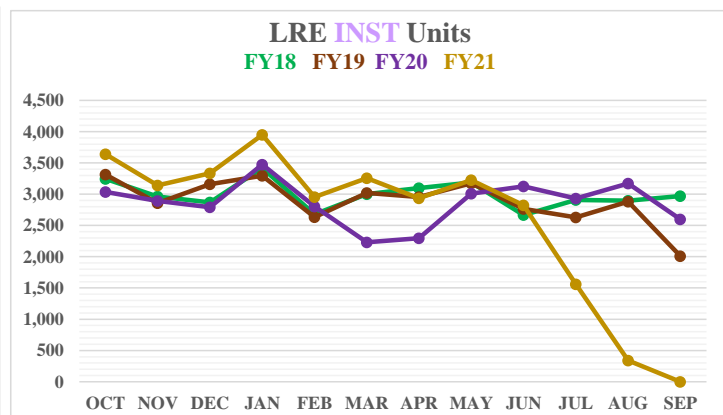
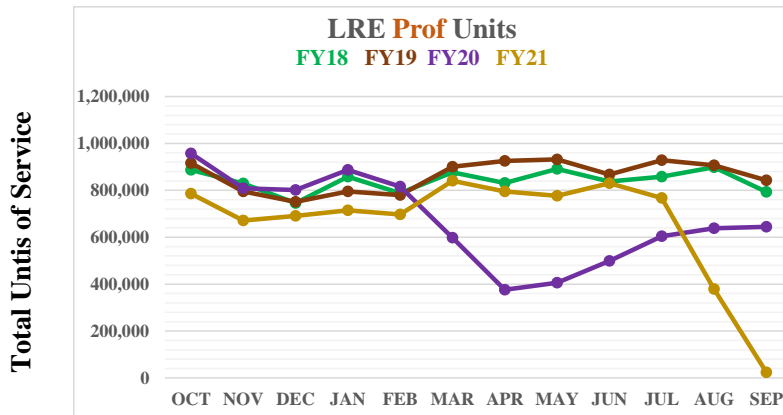
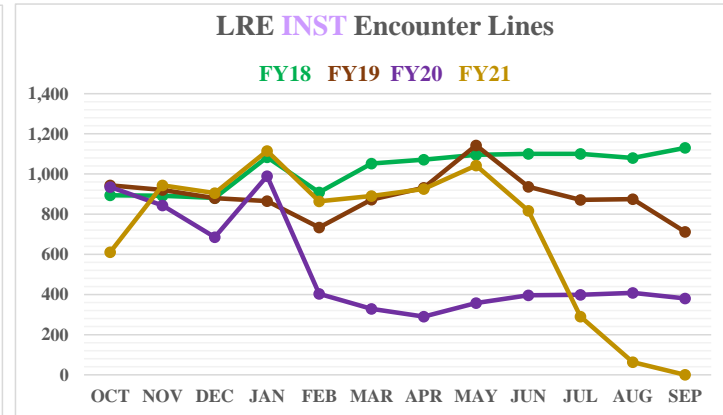
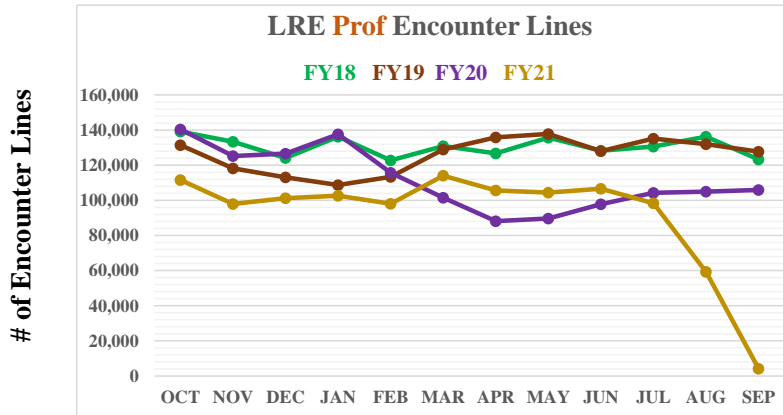
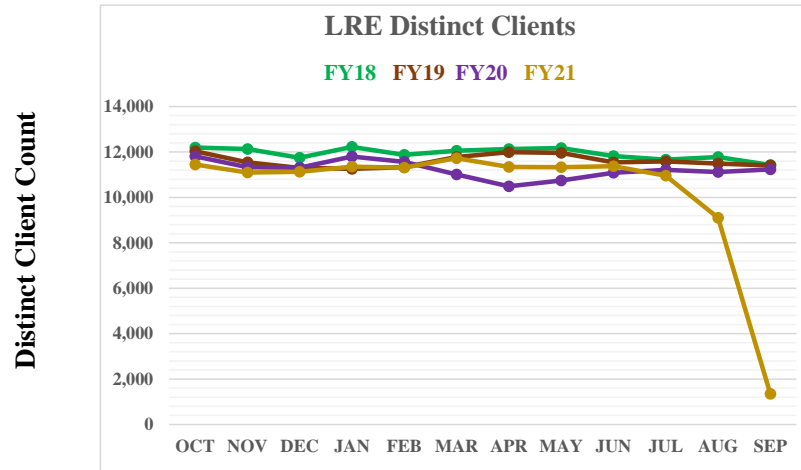
FY21 SUD Encounters w/BH-TEDS records				
SUD Encounters from 10/01/2020-07/31/2021***			Does Not Have Open Admission at Time of Encounter as of 09/24/2021	
Region Name	Submitter ID	Distinct Count of Individuals With		Completion Rate
		Non-Health Home Encounters	Non-Health Home Encounters But NO BH-TEDS Record	
CMH Partnership of SE MI	00XT	2,571	10	99.61%
Detroit/Wayne	00XH	7,152	0	100.00%
Lakeshore Regional Entity	00ZI	5,655	47	99.17%
Macomb	00GX	3,599	13	99.64%
Mid-State Health Network	0107	9,711	10	99.90%
NorthCare Network	0101	1,569	3	99.81%
Northern MI Regional Entity	0108	3,572	20	99.44%
Oakland	0058	3,351	1	99.97%
Region 10	0109	4,601	16	99.65%
Salvation Army	002Y	NO FY21 Encounters Submitted Yet at 09/24/2021		
Southwest MI Behavioral Health	0102	5,536	86	98.45%
Statewide		47,317	206	99.56%
<b>Key</b>				
95.00+ = Compliant		***Encounters = All SUD encounters <b>excluding</b> S0280		
90.00-94.99				
85.00-89.99				
<85.00				

**LRE Behavioral Health**

**Compares FY18 thru Current FY21 Encounters**

9/29/2021

Attachment 10

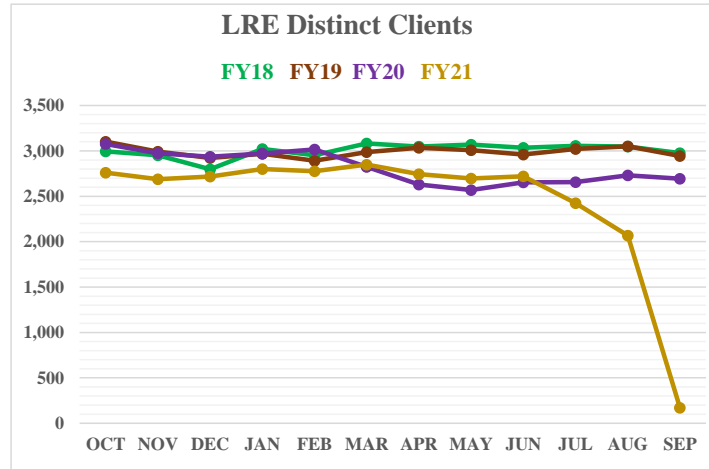


**LRE  
Substance Use Disorder**

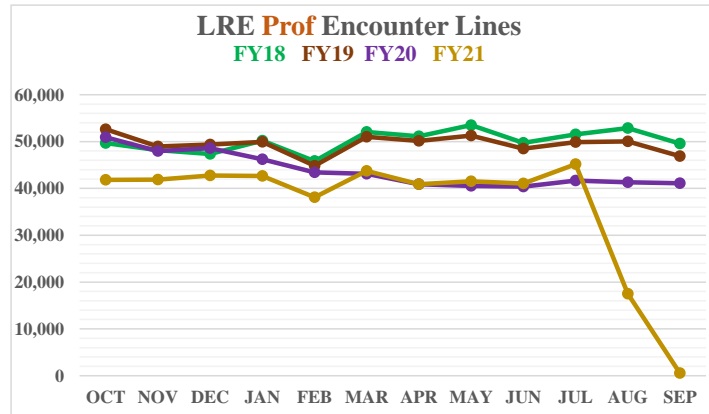
**Compares FY18  
thru Current  
FY21  
Encounters**

9/29/2021

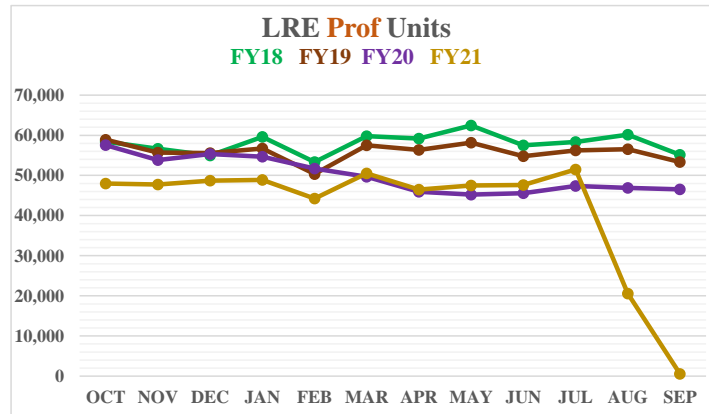
**Distinct Client Count**



**# of Encounter Lines**



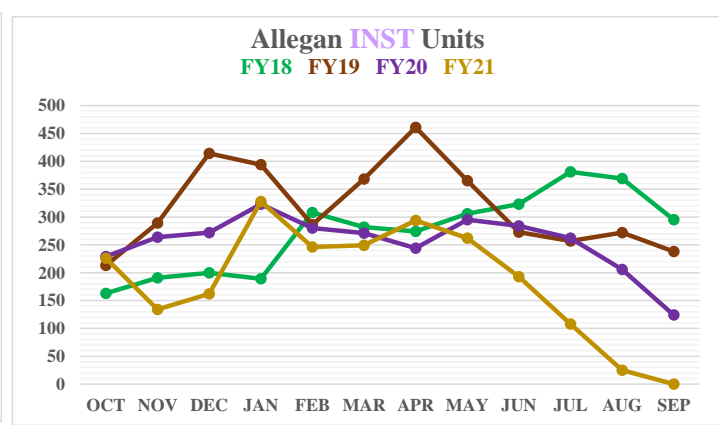
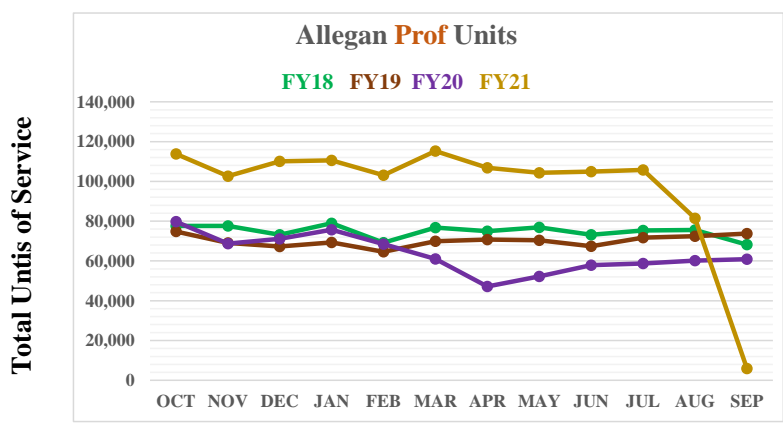
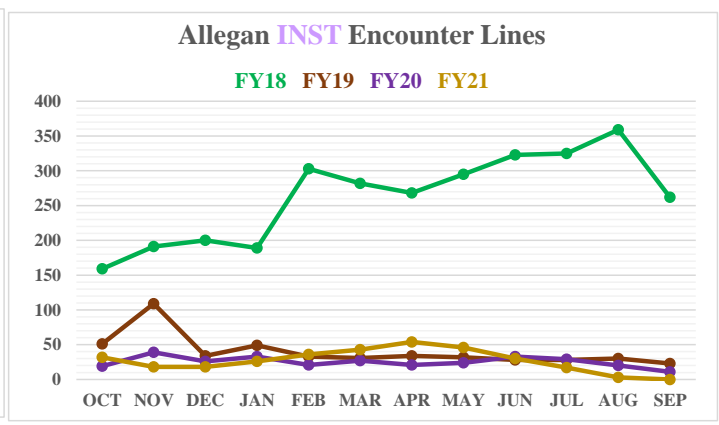
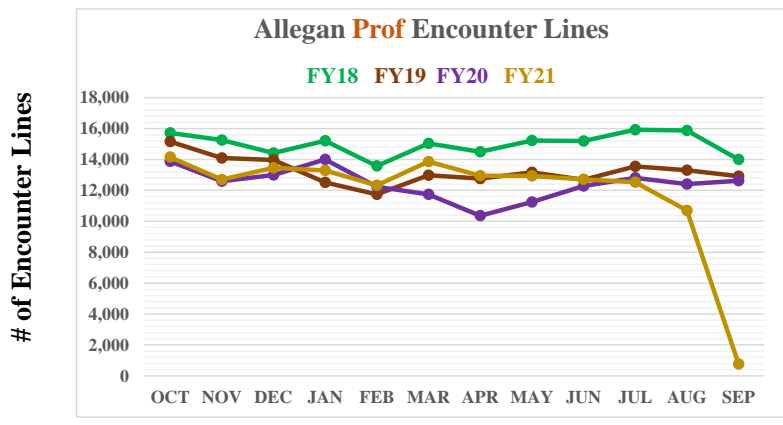
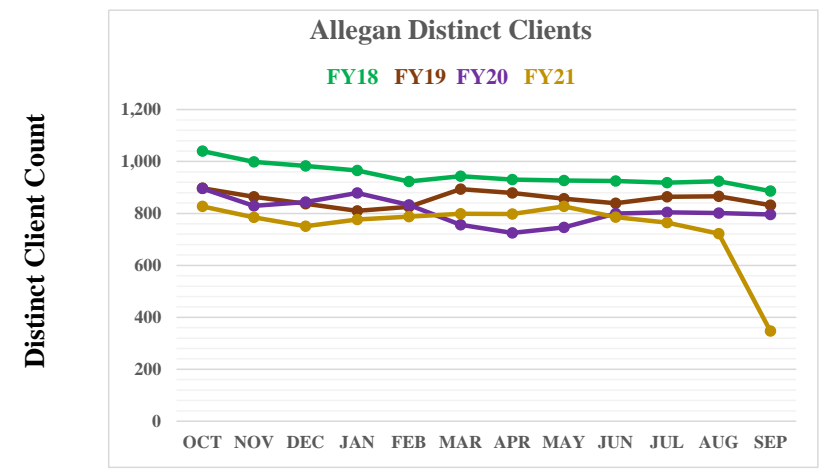
**Total Units of Service**



**Allegan Behavioral Health**

9/29/2021

**Compares FY18 thru Current FY21 Encounters**

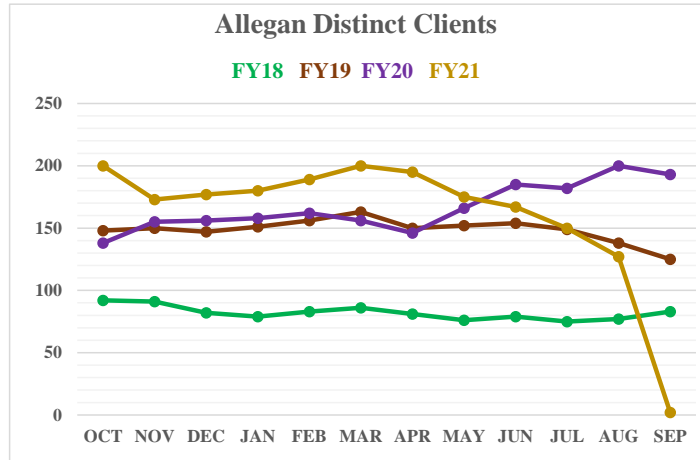


**Allegan  
Substance Use Disorder**

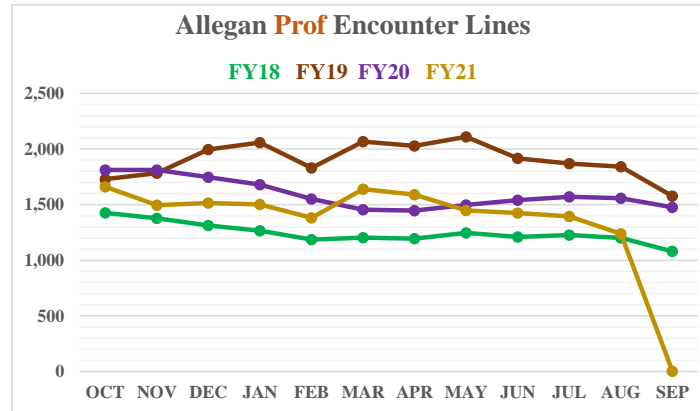
9/29/2021

**Compares FY18  
thru Current  
FY21  
Encounters**

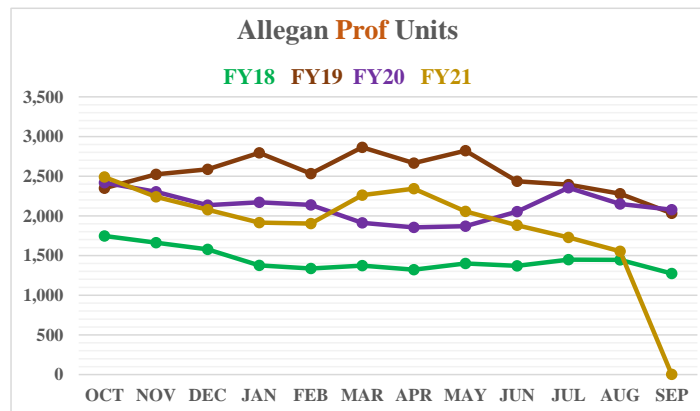
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**# of Encounter Lines**



**Total Units of Service**

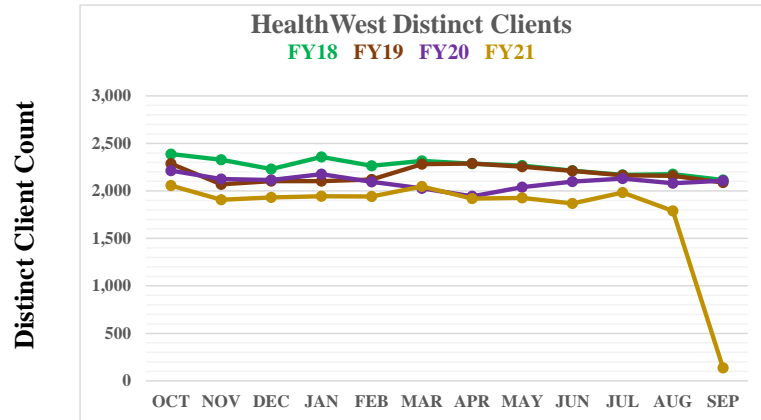


**HealthWest Behavioral Health**

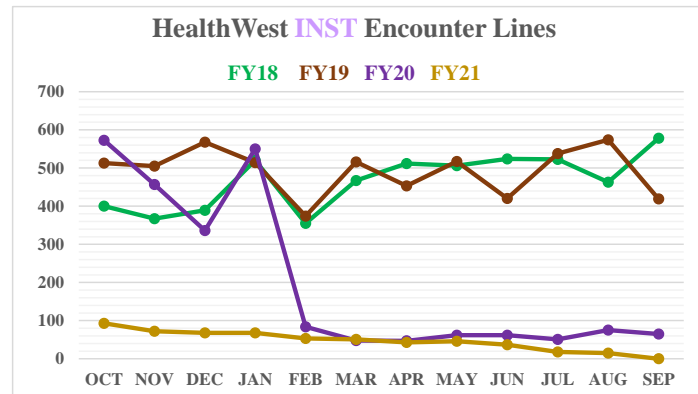
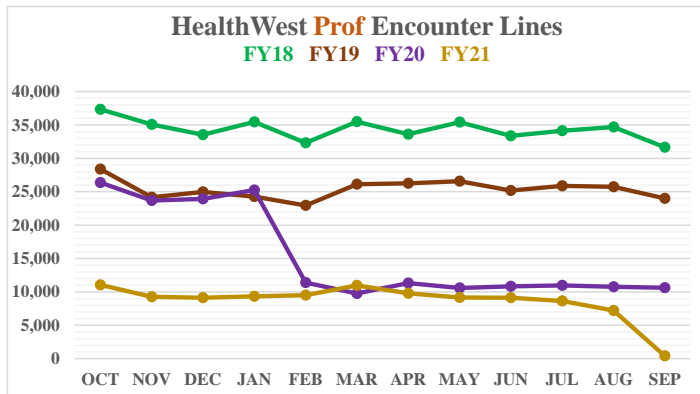
9/29/2021

Compares FY18 thru Current FY21

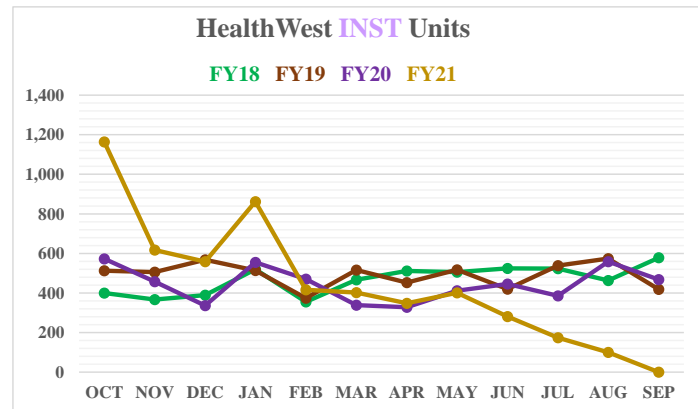
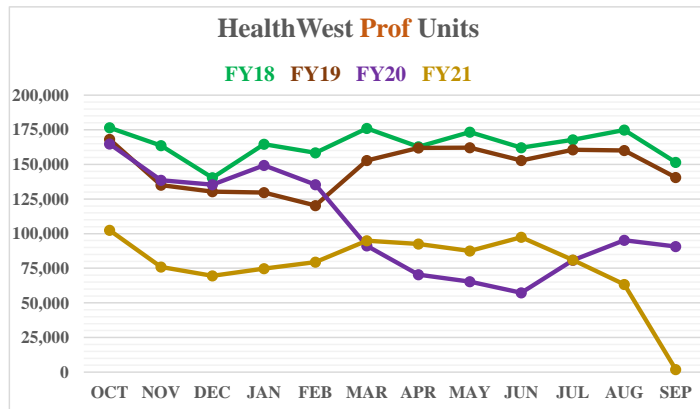
Encounters



# of Encounter Lines



Total Units of Service



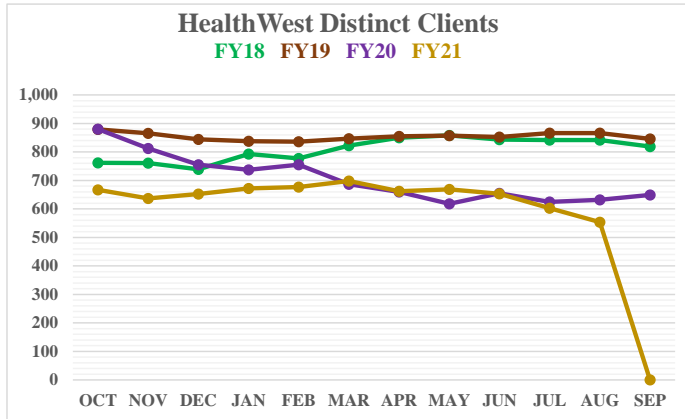


**HealthWest  
Substance Use Disorder**

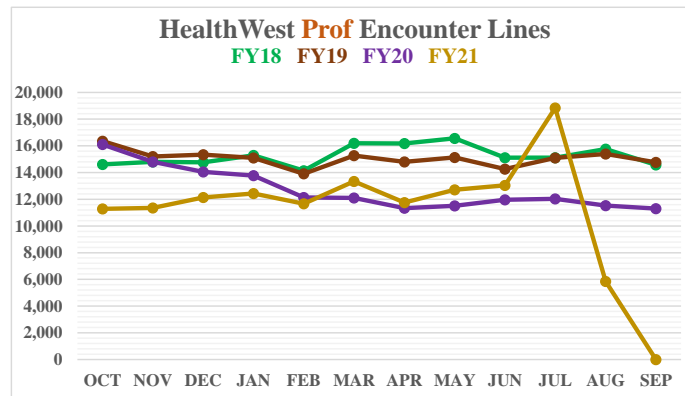
**Compares FY18  
thru Current  
FY21  
Encounters**

9/29/2021

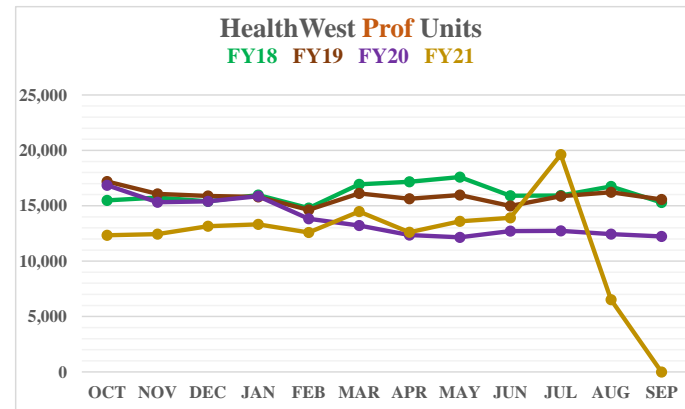
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**# of Encounter Lines**



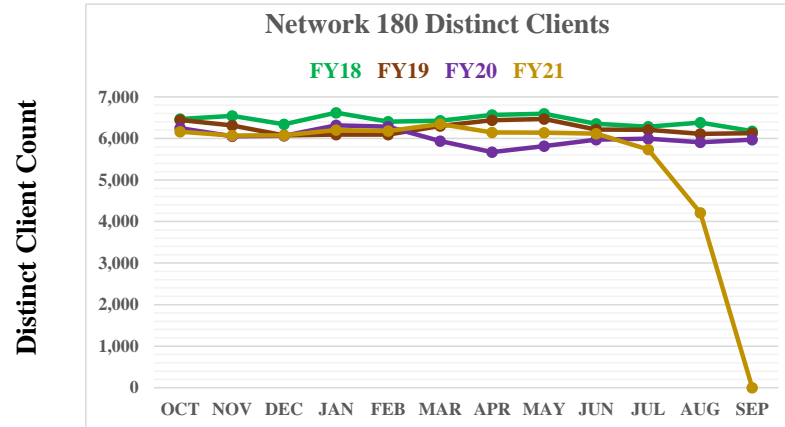
**Total Units of Service**



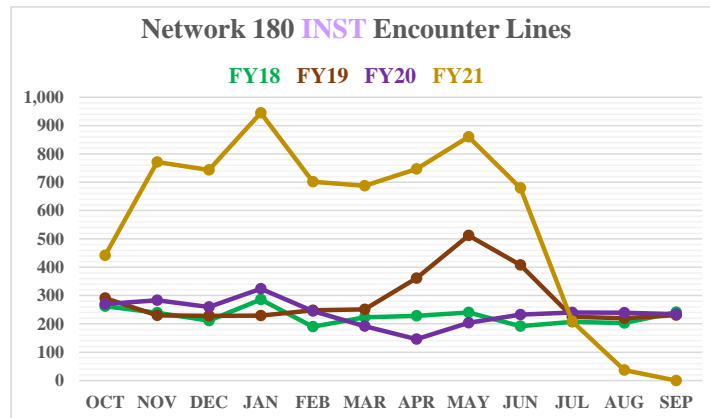
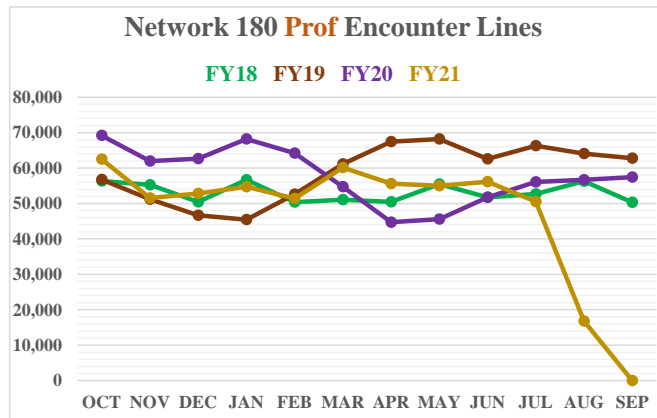
**Network 180  
Behavioral Health**

9/29/2021

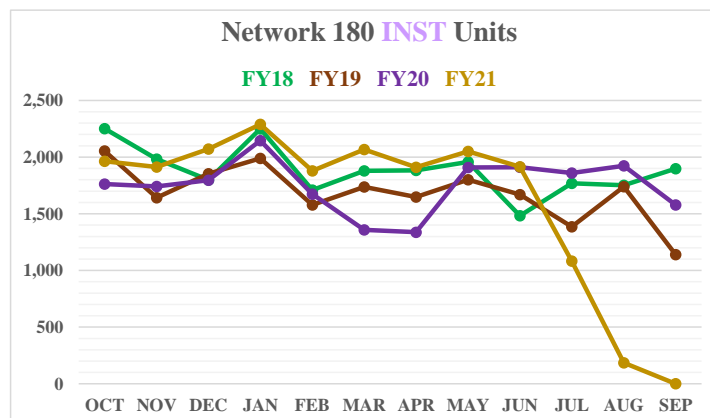
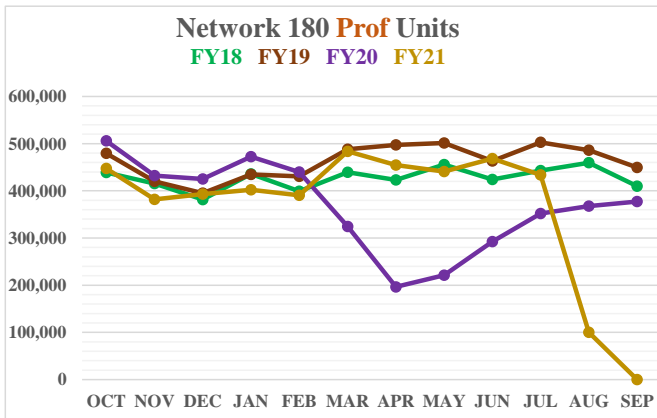
**Compares FY18  
thru Current  
FY21  
Encounters**



**# of Encounter Lines**



**Total Units of Service**

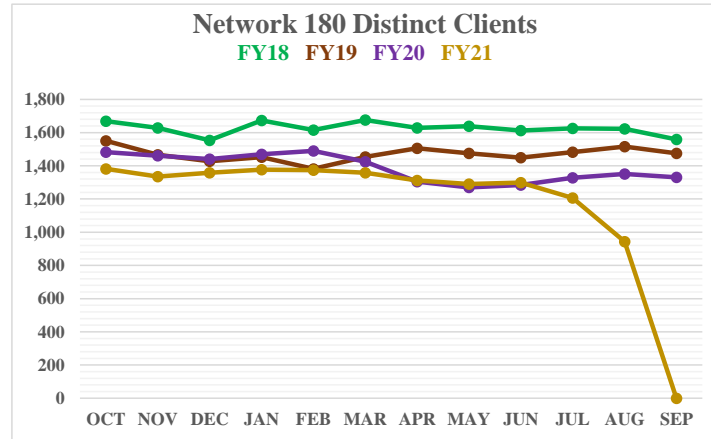


**Network 180  
Substance Use Disorder**

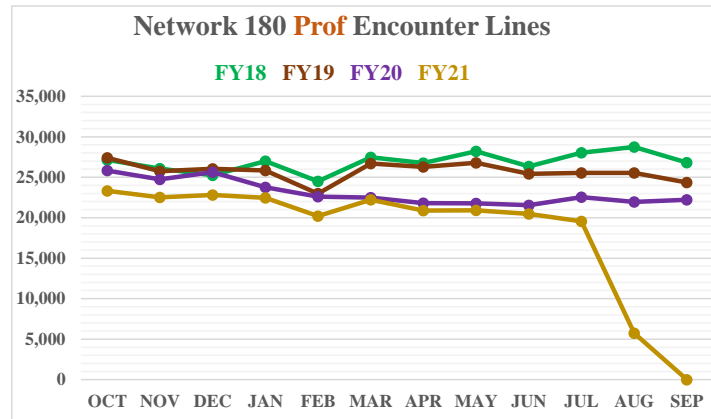
**Compares FY18  
thru Current  
FY21  
Encounters**

9/29/2021

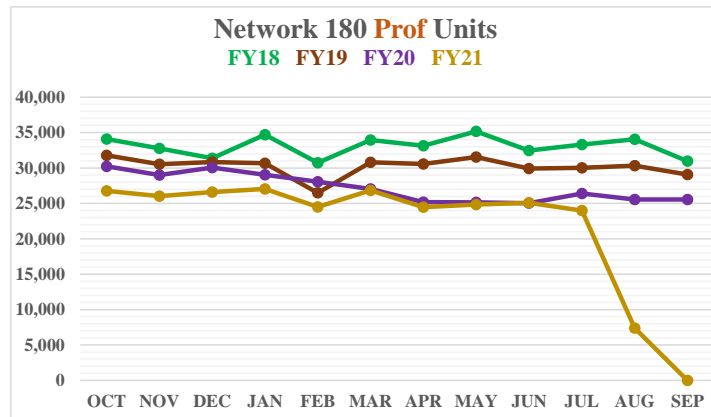
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**# of Encounter Lines**



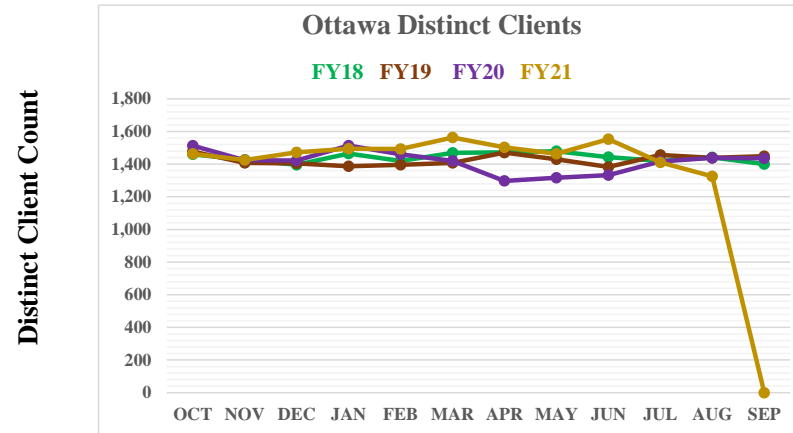
**Total Units of Service**



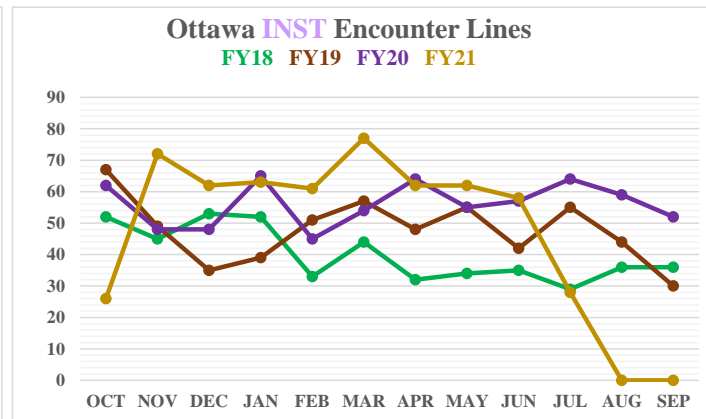
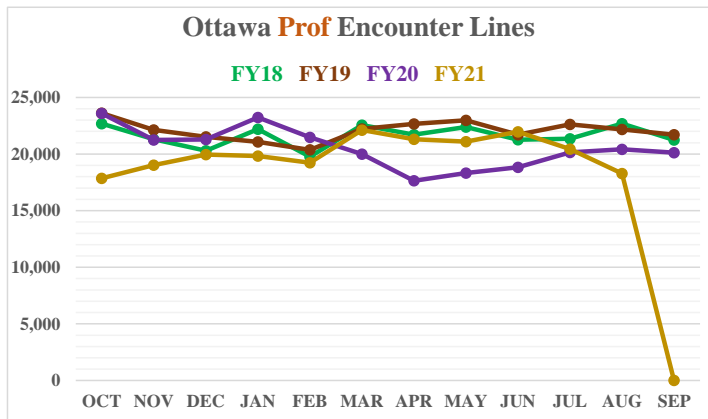
Ottawa CMH  
Behavioral Health

9/29/2021

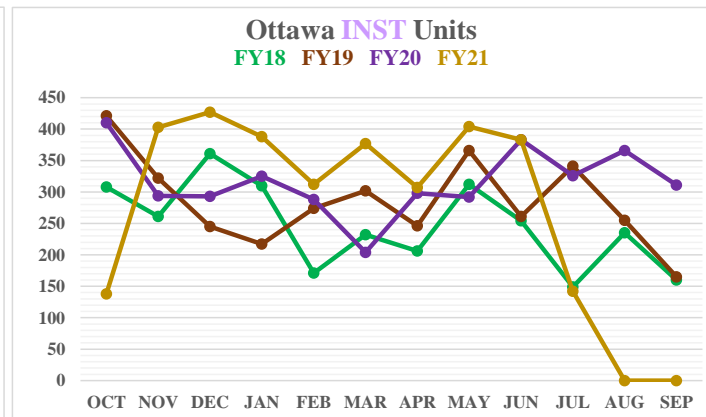
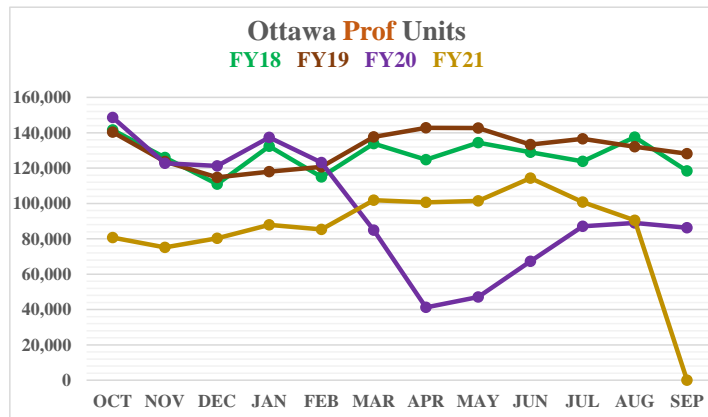
Compares FY18  
thru Current  
FY21  
Encounters



# of Encounter Lines



Total Units of Service

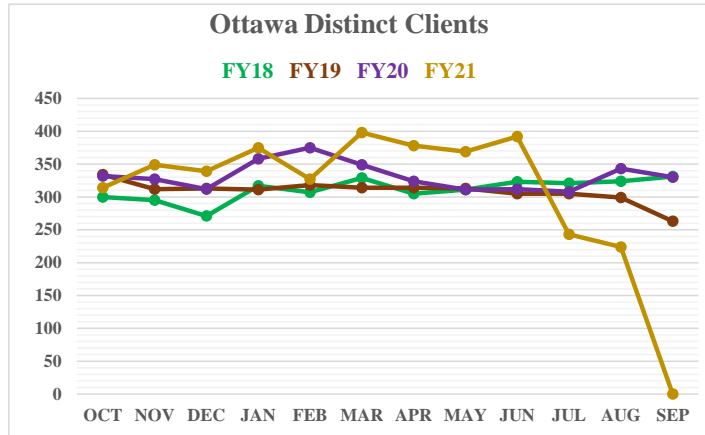


Ottawa CMH  
Substance Use Disorder

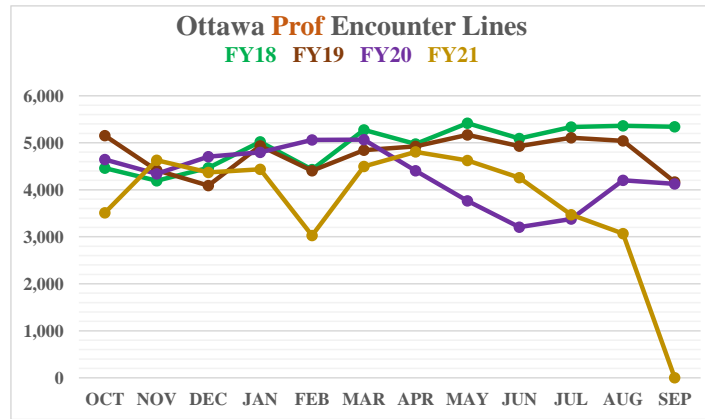
9/29/2021

Compares FY18  
thru Current  
FY21  
Encounters

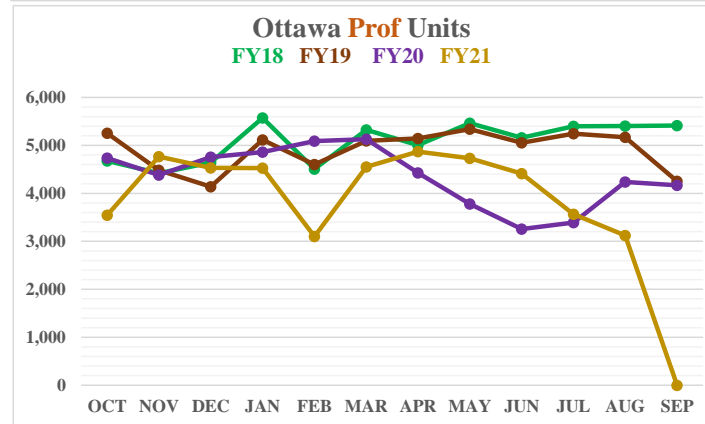
Distinct Client Count



# of Encounter Lines



Total Units of Service

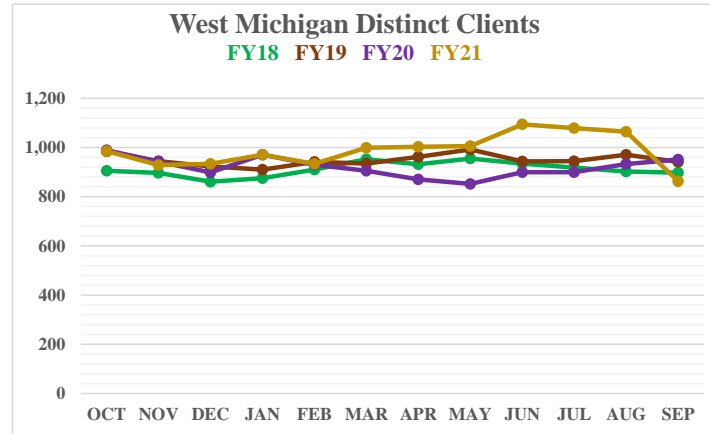


**West Michigan CMH  
Behavioral Health**

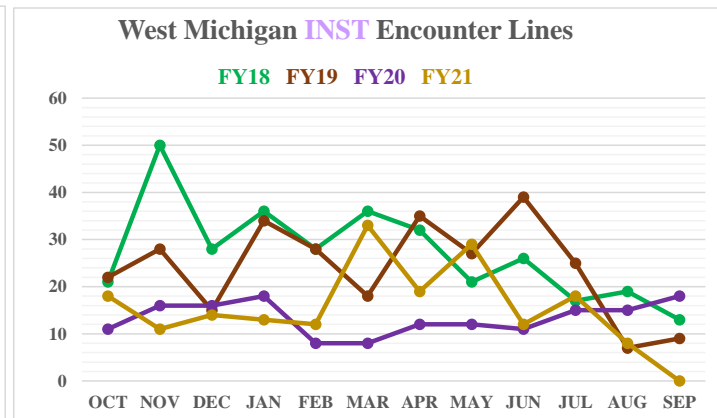
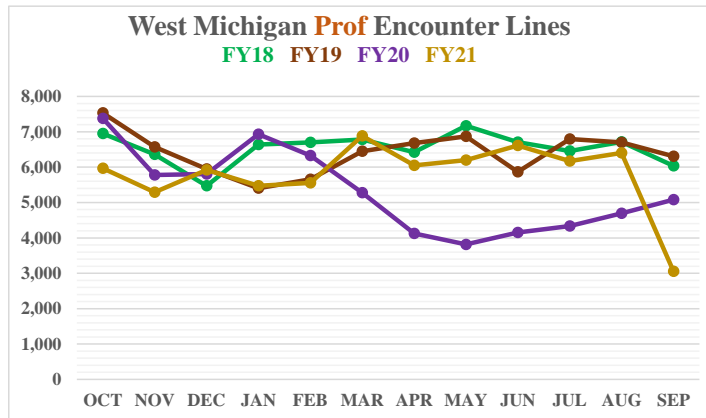
9/29/2021

**Compares FY18  
thru Current  
FY21  
Encounters**

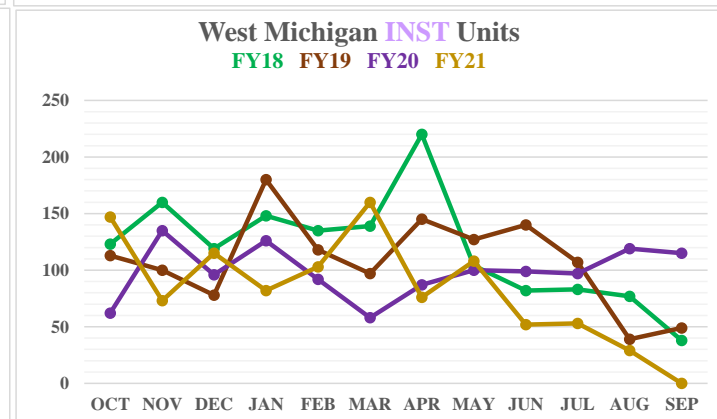
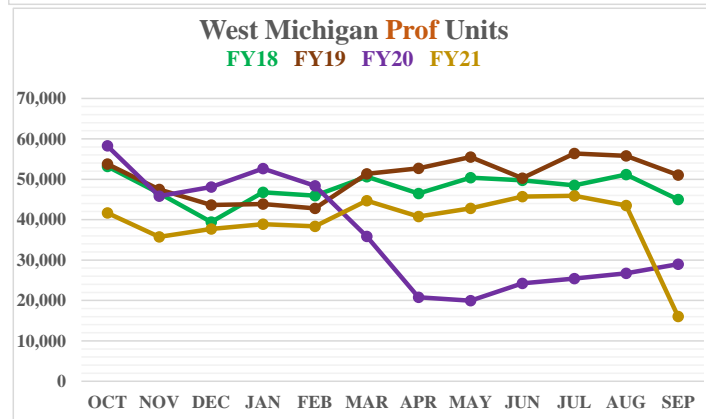
**Distinct Client Count**



**# of Encounter Lines**



**Total Units of Service**

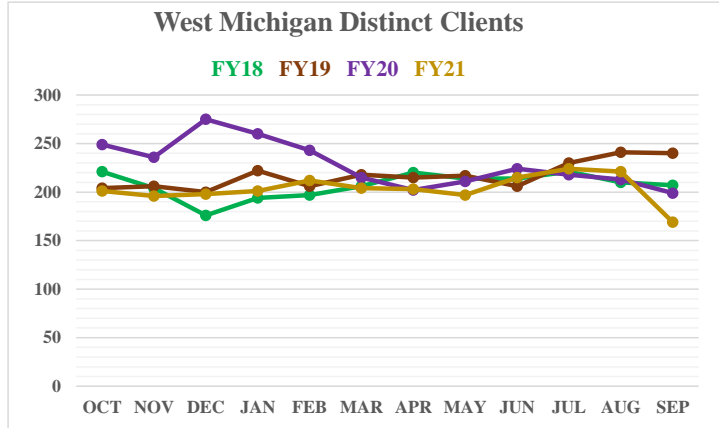


**West Michigan CMH  
Substance Use Disorder**

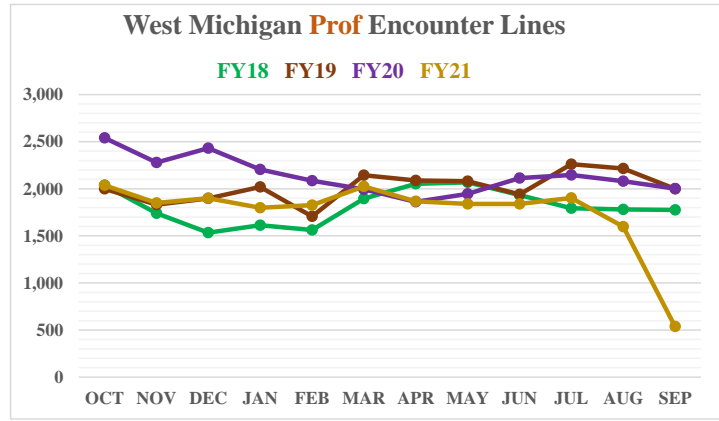
**Compares FY18  
thru Current  
FY21  
Encounters**

9/29/2021

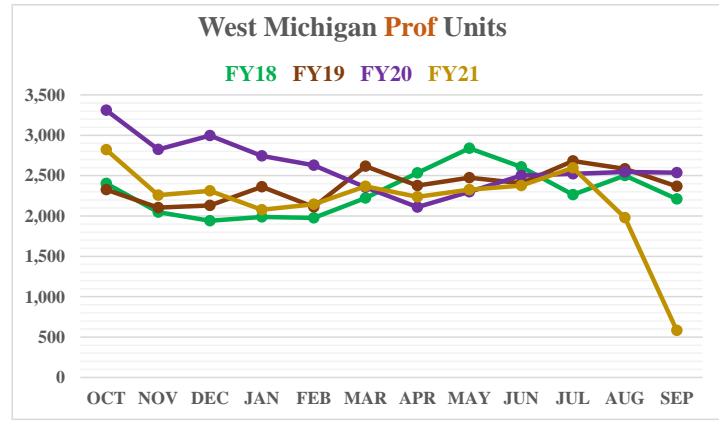
**Distinct Client Count**



**# of Encounter Lines**



**Total Units of Service**



**EXECUTIVE COMMITTEE SUMMARY**

Wednesday, October 13, 2021, 3:00 PM

Present: Mark DeYoung, Peg Driesenga, Stan Stek, John Snider, Jane Verduin

WELCOME

- i. October 13, 2021, Meeting Agenda
- ii. September 8, 2021, Meeting Minutes

Moved: John Snider                      Support: Peg Driesenga  
MOTION CARRIED

The September 8, 2021, meeting agenda and the October 13, 2021, meeting minutes were accepted as presented.

BEACON CONTRACT TRANSITION UPDATE

- LRE continues to move forward with the tactical plan. We are still working with Beacon to hire back staff that had previously worked for LRE.
- We have hired 2 staff (Provider Network Managers) that will work with the CMHSPs on provider contracts.
- IT is building a data warehouse that will allow LRE to run reports that will be needed in the future. Bill Riley is working with Ms. Myers on this project. There will be 1 FTE hired specifically to run power BI reports.

MDHHS SETTLEMENT UPDATE

- LRE was given a settlement proposal through the AG office. The proposal was not acceptable.
- Allen Jansen is out of the office for the next 2 weeks, so a meeting will be scheduled with Jeff Wierich.
- Ms. Marlatt-Dumas met with Greg Moore and Chris Ryan to strategize what the proposal should look like with additional input from CEOs and executive staff. She will then have Mr. Moore's office put together a counter proposal that will include the LRE work plan. The deficit reduction plan will also be an attachment.
  - Ms. Marlatt-Dumas will make a note to verify that the deficit funds will be distributed to the CMHs.
  - Included in the counter proposal is the ask for additional HAB waiver slots to the region more equitable.
  - There was also the suggestion to utilize lapsed funds from other PIHPs within Michigan.
- Ms. Marlatt-Dumas met and discussed the proposal with Bob Sheehan. Mr. Sheehan is going to try to facilitate a meeting between Elizabeth Hertel and Ms. Marlatt-Dumas.



- Executive Committee would like to go into closed session during the work session to discuss with Greg Moore, LRE legal.
- LRE filed a stay regarding the HW lawsuit. The LRE does not want to have the HW suit dismissed.
- Ms. Marlatt-Dumas reiterates that funds used to pay the deficit will be surplus funds and will not affect individuals' services.
- LRE is working on updating our OA and Bylaws and are targeting the November Board for review by Board members.
  - Bylaws had operational items that we deleted and put into the Operating Agreement
  - The Operating Agreement changes are items will be made into policies/procedures.
  - Changes to these documents will have to go to the CMH Boards for approval.
  - We have also drafted the policy and procedures to address what was taken out.
- Cleaning up the Operating Agreement will stabilize the LRE region moving forward. If we do not address OA it puts this region at risk.

#### BOARD MEETING LOCATION

- Muskegon County - Hackley Library, 316 W Webster Ave, Muskegon, MI 49440  
Lower Level

#### OPERATING AGREEMENT/BYLAWS REVISIONS

- Addressed above.

#### BOARD MEETING AGENDA ITEMS

NA

#### BOARD WORK SESSION AGENDA

- Greg Moore – Closed Session

#### OTHER

#### UPCOMING MEETINGS

- October 14, 2021 – Consumer Advisory Panel, 1:00 PM
- October 21, 2021 – LRE Executive Board Meeting, 1:00 PM
- November 10, 2021 – Executive Committee, 3:00 PM
- November 18, 2021 – LRE Executive Board Meeting, 1:00 PM  
**Hackley Library, 316 W Webster Ave, Muskegon, MI 49440**

#### ADJOURN

**Medicaid Event Verification Audit Specialist**

THIS Medicaid Event Verification Audit Specialist (“Agreement”) is entered and shall become effective on 11/1/2021, by and between [REDACTED] (“Contractor”) and the **LAKESHORE REGIONAL ENTITY** (“Entity”).

**RECITALS:**

WHEREAS, Entity is a community mental health regional entity formed under the Mental Health Code, 1974 P.A. 258, MCL 330.1001 et seq., specifically MCL 330.1204b, by five (5) community mental health services programs to serve as the Medicaid Prepaid Inpatient Health Plan (“PIHP”) for the region designated by the Michigan Department of Health and Human Services (“MDHHS”) as Region 3;

WHEREAS, Entity desires to engage Contractor to provide Medicaid Event Verification Audit Services as outlined in Article 2. Services; and

WHEREAS, Contractor possesses the necessary expertise and ability and is willing to provide Entity with Medicaid Event Verification Audit expertise and consultation.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Entity and Contractor agree as follows.

**ARTICLE 1  
RELATIONSHIP OF THE PARTIES**

1.1 Entity hereby engages Contractor to provide Medicaid Event Verification Audit services, subject to all terms, conditions, and provisions of this Agreement. As those services described in Article 2.

1.2 Independent Contractor.

1.2.1 In performing its responsibilities under this Agreement, it is expressly understood and agreed that Contractor’s relationship to Entity is that of an independent contractor. This Agreement shall not be construed to establish any principal/agent or joint venture relationship between Entity and Contractor.

1.2.2 It is expressly understood and agreed by the parties that the Michigan Department of Health and Human Services (“MDHHS”) and the State of Michigan are not parties to, nor responsible for any payments under this Agreement and that neither the MDHHS nor Entity is party to any employer/employee relationship of Contractor.

1.2.3 It is expressly understood and agreed by the parties that neither Contractor nor its employees shall in any way be deemed to be, or hold themselves

out as, employees of Entity. Except as otherwise provided herein, Contractor and employees of Contractor shall not be entitled to any fringe benefits from Entity, including but not limited to, health and accident insurance, life insurance, professional liability insurance, longevity, economic increases, or paid vacation and sick leave.

1.2.4 Contractor shall be responsible for paying all salaries, wages, or other compensation due employees of Contractor and for withholding and payment of all applicable taxes, including, but not limited to, income taxes. Entity shall not be responsible for providing Contractor, as an independent contractor, with workers' compensation coverage. Contractor, as required by law, shall be responsible for providing workers' compensation and unemployment insurance coverage for Contractor's employees.

## **ARTICLE 2 QUALITY IMPROVEMENT SERVICES TO BE PROVIDED BY CONTRACTOR**

2.1 Scope of Services. Contractor will ensure regional compliance with federal and state requirements and guidelines regarding verification of Medicaid claims.

2.2 Description of Services.

2.2.1 Services may include but are not limited to the following:

- Provides leadership and direction to all aspects of LRE's Medicaid Event Verification requirements and responsibilities
- Ensures regional adherence to policy and procedures that include documentation and testing of controls to ensure valid claims
- Develops and/or amends policies and procedures as necessary to assure compliance with PIHP/MDHHS contract Medicaid event verification standards
- Prepares and submits the regions annual Medicaid Event Methodology Report to the state
- Ability to organize, facilitate, coordinate, and manage collaboration meetings between the CMHSP and Medicaid Health Plan to develop care coordination plans for our mutual consumers
- Conduct region-wide Medicaid Event Verification process through electronic/desk reviews and on-site verification audits

- Assist with LRE's Substance Use Disorder and CMHSP Delegated Managed Care and Program site reviews, to include completion of clinical record reviews, requests for plans of correction, review of implementation of plans of correction, and technical assistance
- Participate in the implementation, monitoring and analysis of the Provider Network Medicaid claims/encounter data, including review of applicable corrective action plans
- Provide support to the Compliance Officer in matters involving suspected fraud through the completion of Medicaid Event Verification reviews as needed
- Provide support and information to the Chief Finance Officer (CFO) for recoupment as applicable regarding invalid claims submission by the Provider Network
- Provide support and reporting analysis to Quality Assessment and Performance Improvement Plan and Corporate Compliance Plan regarding Medicaid Event Verification activities
- Participates as an ad hoc member and provides summary reporting to the Provider Network ROAT, Corporate Compliance ROAT, and the Quality ROAT
- Provide consultation and technical assistance to the Provider Network in the areas of Medicaid event standards
- Work collaboratively with LRE staff to identify consultation and technical assistance needs for the Provider Network as a result of the audit findings
- Provides support, recommendations for process improvement and develops automated electronic claims verification process in cooperation with CFO and claims staff
- Retain all verification documentation as required by the documentation retention policy
- Responsible for submission of all required MEV data elements for the site reviews as part of the quarterly Office of Inspector General report. Includes ongoing tracking and reporting of recoupment of funds and implementation of the plan of correction until the activity is identified as complete

- Participate in monthly Quality Assurance and Performance Improvement meetings to share network issues, identify training needs, identify regional best practices, report progress from previous site reviews and coordinate resources for upcoming sit reviews
- Must maintain a working knowledge of the Encounter Reporting HCPCS and Revenue Codes, PIHP/CMHSP Provider Qualifications and Medicaid Provider Manual as it pertains to Behavioral Health and Substance Use services
- Attend LRE meetings on as needed basis or as discussed by supervisor
- Be knowledgeable about and actively support:
  - Culturally competent recovery-based practices,
  - person centered planning as a shared decision-making process with the individual, who defines his/her life goals and is assisted in developing a unique path toward those goals, and
  - a trauma informed culture of safety to aid consumers in the recovery process

2.3 Non-Exclusivity. Notwithstanding the provision of Services under this Agreement, Contractor shall retain the authority to contract with other entities for the provision of said services, whether such services are similar services provided under this Agreement.

### **ARTICLE 3 COMPENSATION**

3.1 Payments. Entity shall pay within 30 days of receipt of monthly invoices at a rate of \$35 per hour not to exceed \$66,640 total for the term of the contract for services, a maximum of 1,904 hours annually, as specified under this Agreement. All monthly invoices shall contain a detailed description of the services rendered by hour. Mileage will be paid for at the standard federal rate.

### **ARTICLE 4 COMPLIANCE WITH LAWS**

4.1 Compliance with Applicable Laws. Both parties shall be responsible for complying with all applicable federal, state and local laws, regulations and restrictions in the performance of their obligations under this Agreement, including without limitation:

4.1.1 This Agreement shall be construed according to the applicable laws of the United States and the laws of the State of Michigan as to the interpretation, construction and performance;

4.1.2 The parties shall comply with the Anti-Lobbying Act, 31 U.S.C. 1352 as revised by the Lobbying Disclosure Act of 1995, 2 U.S.C. 1601 et seq., and Section 503 of the Departments of Labor, Health and Human Services and Education, and Related Agencies Appropriations Act (Public Law 104-208);

4.1.3 The parties shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA); and

4.1.4 The parties shall comply with the Hatch Political Activity Act, 5 U.S.C.1501-1508, and Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Service Reform Act, P.L. 95-454, 42 U.S.C. 4728. Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

4.2 Nondiscrimination. The parties shall comply with the following:

4.2.1 In performing their duties and responsibilities under this Agreement, the parties hereto shall comply with all applicable federal and State laws, rules and regulations prohibiting discrimination;

4.2.2 Neither of the parties hereto shall discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position, as required pursuant to the Elliott Larsen Civil Rights Act of 1976 PA 453, as amended and Section 504 of the Federal Rehabilitation Act 1973, PL 93 112, 87 Stat. 394;

4.2.3 Each of the parties hereto shall comply with the provisions of the Michigan Persons with Disabilities Civil Rights Act of 1976 PA 220, as amended, and Section 504 of the Federal Rehabilitation Act of 1973 P.L. 93-112, 87 Stat 394, as amended;

4.2.4 Each of the Parties hereto shall comply with MCL 15.342 Public Officer or Employee prohibited conduct, the Americans with Disabilities Act of 1990 (ADA), P.L. 101-336, 104 Stat 328 (42 U.S.C.A. S 12101 et seq.), as amended; the Age Discrimination Act of 1973; the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964; and Title IX of the Education Amendments of 1972;

For purposes of this subsection 9.6.4, Employee shall be defined as an individual classified or unclassified, of the executive branch of this State. For the purpose of section 2b of MCL 15.341, employee shall include an employee of this State or a political subdivision of this State. Public Officer shall be defined as a person appointed by the governor or another executive department official. For the purpose of section 2b of MCL 15.341, public officer shall include an elected or appointed official of this State or a political subdivision of this State; and

4.2.5 Each of the parties hereto shall not refuse to treat nor will they discriminate in the treatment of any beneficiary or referral, under this Agreement, based on the individual's source of payment for services, or on the basis of age, sex, height, weight, marital status, arrest record, race, creed, handicap, color, national origin or ancestry, religion, political affiliation or beliefs, or involuntary patient status.

4.3 Federal Requirement: Pro-Children Act. The parties shall comply with Public Law 103-227, also known as the Pro-Children Act of 1994, 20 U.S.C. 6081 et seq. which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

In addition to compliance with Public Law 103-227, any service or activity funded in whole or in part through this Agreement will be delivered in a smoke-free facility or environment. If activities or services are delivered in residential facilities or in facilities or areas that are not under the control of either party (e.g., a mall, residential facilities or private residence, restaurant or private work site), the activities or services shall be smoke free.

## **ARTICLE 5 CONFIDENTIALITY/RECORDS**

5.1 Confidentiality Behavioral Health and Substance Use Disorder Information and Protected Health Information. The parties shall comply with all applicable federal and state laws, rules and regulations concerning a consumer's health care information confidentiality rights, including without limitation the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic

and Clinical Health Act (“HITECH”), the regulations and standards promulgated pursuant thereto, the Michigan Mental Health Code and the Michigan Public Health Code.

Under HIPAA, Entity is a covered entity and Contractor would, therefore, be considered a business associate of Entity, due to certain services provided to Entity by Contractor under this Agreement. Similarly, Entity may be deemed a “Program” that provides substance use disorder (“SUD”) services within the meaning of 42 CFR Part 2 and, therefore, Contractor would be considered a Qualified Service Organization under 42 CFR Part 2. Accordingly, the parties shall enter into a Business Associate Agreement and/or Qualified Service Organization Agreement with respect to this Agreement, a copy of which is attached hereto as Exhibit A, to comply with HIPAA and 42 CFR Part 2.

5.2 Records. Contractor has all right, title and interest in and to any material provided to Entity and in and to any material compiled, created or obtained by Entity on behalf of Contractor in the course of performing this Agreement, including all intellectual property including any patent rights, copyrights, trade secret rights, trademark rights, distribution and publicity rights, all other intellectual property rights and other proprietary rights existing therein.

## **ARTICLE 6 INSURANCE AND LIABILITY**

6.1 Insurance to be Maintained by Entity. Throughout the term of this Agreement, Entity shall maintain liability insurance, in amounts agreed upon by the parties against any liability asserted or incurred by Entity, its directors, officers, employees, and agents.

6.2 Liability. Except as otherwise provided in Section 6.1, all liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by Contractor in the performance of this Agreement shall be the responsibility of Contractor, and not the responsibility of Entity, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the behalf of Contractor, its other affiliates and subcontractors, and their officers, directors, employees and authorized representatives, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to Contractor or its principals, officers and employees by statute or court decisions.

All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by Entity in the performance of this Agreement shall be the responsibility of Entity, and not the responsibility of Contractor, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the behalf of Entity, its other affiliates and subcontractors, and their officers, directors, employees and authorized representatives, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to Entity or its principals, officers and employees by statute or court decisions.



Each party to this Agreement must seek its own legal representative and bear its own costs including judgments in any litigation which may arise out of its activities to be carried out pursuant to its obligations hereunder. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

Except as provided in Section 6.1, in the event that liability to third parties, loss or damage arises as a result of activities conducted jointly by the parties hereto in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by each party in relation to each party's responsibilities under the joint activities, provided that nothing herein shall be construed as a waiver of any public or governmental immunity granted to any of the parties hereto as provided by applicable statutes and/or court decisions.

## **ARTICLE 7 TERM AND TERMINATION**

7.1 Term of Agreement. This Agreement shall commence on 11/1/2021 and shall expire on 9/30/2022 unless earlier terminated pursuant to Section 7.2 or 7.3 below. This Agreement may be renewed for additional terms upon agreement by the parties. This contract can be extended if both parties agree to it.

7.2 Termination by Entity. Entity may terminate this Agreement upon notification to Contractor as follows:

7.2.1 In the event Contractor materially defaults in the performance of any duty or obligation imposed upon it by this Agreement and such default shall continue for a period of thirty (30) days after written notice thereof has been given to Contractor, Entity may terminate this Agreement without further notice.

7.2.2 This Agreement shall terminate effective immediately upon receipt of notice and/or discovery by Entity that Contractor is: 1) listed by the State of Michigan as being suspended from participation in the Medicare or the Michigan Medicaid Programs; and/or 2) listed by a department or agency of the State of Michigan in its registry for Unfair Labor Practices pursuant to 1980 P.A. 278, as amended, MCL 423.321 et. seq.; and/or 3) listed by the U.S. Office of Inspector General in its "Excluded Provider List" as being excluded from participating in any federal health care program; and/or 4) excluded from participating in any federal or state health care program.

7.2.3 Entity may terminate this Agreement for any or no reason by providing Contractor fourteen (14) days prior written notification.

7.3 Termination by Contractor. Contractor may terminate this Agreement upon notification to Entity as follows:

7.3.1 In the event Entity materially defaults in the performance of any duty or obligation imposed upon it by this Agreement and such default shall continue

for a period of fourteen (14) days after written notice thereof has been given to Entity, Contractor may terminate this Agreement without further notice.

7.3.2 This Agreement shall terminate effective immediately upon receipt of notice and/or discovery by Contractor that Entity is: 1) listed by the State of Michigan as being suspended from participation in the Medicare or the Michigan Medicaid Programs; and/or 2) listed by a department or agency of the State of Michigan in its registry for Unfair Labor Practices pursuant to 1980 P.A. 278, as amended, MCL 423.321 et. seq.; and/or 3) listed by the U.S. Office of Inspector General in its "Excluded Provider List" as being excluded from participating in any federal health care program; and/or 4) excluded from participating in federal or any state health care program.

7.3.3 Contractor may terminate this Agreement for any or no reason by providing Entity fourteen (14) days prior written notification.

## **ARTICLE 8 GENERAL PROVISIONS**

8.1 Assignment. Neither party shall assign its respective rights and obligations hereunder without the written consent of the other.

8.2 Notices. All notices required or permitted by this Agreement shall be in writing and shall be deemed given if sent, postage prepaid, certified mail, return receipt requested, to the address set forth below:

To Contractor:

[REDACTED]

To Entity:

Lakeshore Regional Entity  
Attn: Kristi Drooger  
5000 Hakes Drive  
Norton Shores, MI 49441

or to such other address as either party shall indicate to the other in accordance with the provisions of this Section.

8.3 Binding on Successors. This Agreement shall be binding upon the parties hereto and their successors and assigns.

8.4 Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. The waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms and conditions hereof.

8.5 Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

8.6 Severability. The provisions of this Agreement shall be deemed severable, and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties hereto.

8.7 Additional Documents. Each of the parties hereto agrees to execute any document or documents that may reasonably be requested from time to time by the other party to implement or complete such party's obligations under this Agreement.

8.8 Remedies Cumulative. No remedy set forth in this Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to any party.

8.9 No Obligation to Third Parties. The terms of this Agreement are intended to be solely for the benefit of Contractor and Entity and their successors and assigns, and none of the obligations and duties of Contractor or Entity under this Agreement shall in any way or in any manner be deemed to create any obligation of Contractor or Entity to, or any rights in, any person or entity not a party to this Agreement.

8.10 Entire Agreement. This Agreement sets forth the entire understanding between the parties and supersedes all prior understandings, whether written or oral, between the parties and their affiliates regarding the subject matter contained herein. This Agreement cannot be amended except by a writing signed by both parties.

8.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which when solely executed, shall be deemed an original, but which counterparts together shall constitute one and the same instrument. A signature delivered via facsimile, email, or attachment to email shall be equally as effective as an original signature delivered in-person, by postal mail, or by any other means

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**Jill Osterhout**

By: \_\_\_\_\_  
Click here to enter text.

**LAKESHORE REGIONAL ENTITY**

By: \_\_\_\_\_  
Mary Dumas  
Its: Chief Executive Officer

AA01\375463.3  
ID\RRP - 110216\0001  
10/07/2021



40 Monroe Center NW  
Grand Rapids, MI 49503  
616.776.3511  
800.435.9539  
seyferthpr.com

**CONTRACT**

This agreement between Lakeshore Regional Entity (LRE) and SeyferthPR provides for public relations services from October 1, 2021 – September 30, 2022 for \$60,000.00 for services related to research, counsel, development and implementation of a media and PR awareness campaign related to Gambling Disorder Prevention services. Any revisions or additional services or projects will be budgeted and approved separately before work commences.

The budget will reflect the attached draft Scope of Work, dated 9/20/21.

SeyferthPR would be happy to sign a confidentiality agreement if provided by LRE. Until such an agreement is provided, it is the understanding of all parties that all materials shared are to be handled confidentially.

LRE agrees to defend, indemnify and hold SeyferthPR harmless from any losses, damages or expenses including, without limitation, actual attorney fees, incurred by SeyferthPR as a result of any claim, suit or proceeding against SeyferthPR based upon any dissemination of information or information LRE provided to SeyferthPR or which LRE approved prior to publication or release by SeyferthPR.

Work will commence Oct. 1, 2021 and SeyferthPR will use a 30-day billing period. Terms will be 30 days net.

Out-of-pocket expenses such as postage, travel, copies, telephone, internet, fax and equipment rental will be billed along with the regular monthly invoice.

Cancellation of this agreement may be made by either party with 30 days written notice.

SeyferthPR looks forward to this working relationship with LRE. Please return a signed copy of this contract to SeyferthPR today.

Ginny Seyferth, APR  
President  
SeyferthPR

9/23/21  
Date Signed

\_\_\_\_\_  
Mary Marlatt-Dumas  
Chief Executive Officer  
Lakeshore Regional Entity

\_\_\_\_\_  
Date Signed



**GAMBLING PREVENTION PR PLANNING**  
**FY 2021-22 Updated Scope of Work**  
DRAFT 9-20-21

- METRICS, LEARNINGS FROM 2020-2021- mini annual report document
- Strengthen & Maintain, Build Upon 2020-2021 educational awareness campaign
  - Ensure no duplication of current state initiatives
  - Align when possible, with LRE overarching strategic plan
- Consider key audiences for tactical activities:
  - Seniors/senior population (this could include collaboration with Meals-on-Wheels, AARP Michigan, and Tanden365 (a health-care service that keeps medically fragile seniors at home/vs. out of the hospital), coordinate with Family Outreach Center/other existing initiatives
  - Young men, 18-35 with strong online betting interests, behaviors
  - Parents of youth
- Explore possible information interests with current healthcare providers/network established via TalkSooner.org
- Identify ways to bolster message in LRE media market; ie. “alternative stocking stuffer gifting” for holidays (vs., scratch off tickets)
- Forge/explore relationships with casinos in LRE footprint
- Meeting(s) with Amanda T./treatment EXPLORE NEW OPPORTUNITIES
- Identify, facilitate ways to strengthen website – increase engagement, information updates, etc., possible area for seniors
- REGIONAL CAPACITY – do all CMH agencies have info.; where/how can be maximize and strategize our offerings – digital tool kit, etc.
- Opportunity identification and vetting
- Project management, ongoing counsel, participate in regular client meetings, prepare updates for LRE BOD



40 Monroe Center NW  
Grand Rapids, MI 49503  
616.776.3511  
800.435.9539  
seyferthpr.com

**CONTRACT**

This agreement between Lakeshore Regional Entity (LRE) and SeyferthPR provides for public relations services from October 1, 2021 – September 30, 2022 for \$70,000.00 for services related to research, counsel, development and implementation of a media and PR awareness campaign related to Talksooner. Any revisions or additional services or projects will be budgeted and approved separately before work commences.

The budget will reflect the attached draft Scope of Work, dated 9/15/21.

SeyferthPR would be happy to sign a confidentiality agreement if provided by LRE. Until such an agreement is provided, it is the understanding of all parties that all materials shared are to be handled confidentially.

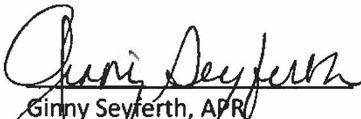
LRE agrees to defend, indemnify and hold SeyferthPR harmless from any losses, damages or expenses including, without limitation, actual attorney fees, incurred by SeyferthPR as a result of any claim, suit or proceeding against SeyferthPR based upon any dissemination of information or information LRE provided to SeyferthPR or which LRE approved prior to publication or release by SeyferthPR.

Work will commence Oct. 1, 2021 and SeyferthPR will use a 30-day billing period. Terms will be 30 days net.

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Ginny Seyferth, APR  
President  
SeyferthPR

9/17/21  
Date Signed

\_\_\_\_\_  
Mary Marlatt-Dumas  
Chief Executive Officer  
Lakeshore Regional Entity

\_\_\_\_\_  
Date Signed



**TALKSOONER PR PLANNING**  
**FY 2021-22 Scope of Work**  
DRAFT 9-15-21

- METRICS, LEARNINGS FROM 2020-2021- mini annual report creation
- NUTURE/EXPAND CURRENT RELATIONSHIPS:
  - HOSPITAL/HEALTHCARE
    - POSSIBLE WEBINAR – Daniel Ament, double lung transplant/vaping survivor Channel 13, teen and related parent component
  - MDNR, mPARKS
  - MDOT
  - Priority Health
- Continue Exploring Collaborations
  - Meijer – Drug Take Back Day
  - Wesco
- EXPLORE NEW OPPORTUNITIES:
  - Gerald R. Ford International Airport – Prevention Takes Flight – 4<sup>th</sup> Q
  - WESCO
  - MICHIGAN DENTAL ASSOCIATION/PEDATRIC DENTISTS
  - MICHIGAN CHAPTER, AMERICAN PEDIATRIC ASSOCIATION
  - Michigan Secretary of State – Information display areas, screen savers, etc.
  - BETTEN BAKER CAR DEALERSHIPS – REGIONAL – TAKE TALKSOONER ALONG FOR THE RIDE CAMPAIGN or a Chevy Dealer Association Group of West Michigan
    - Locations in Cadillac, Muskegon, Twin Lake, Coopersville
  - Possible scouting relationship (per MDNR and Girl Scouts new “Girl Scouts Love State Parks” program)
- CONTINUE SUBJECT MATTER EXPERTISE; LEAD COMMUNITY CONVERSATION
  - Identify, align with national news, state & local trends
    - Key dates for any MDHHS release of data
    - Continue to expand media bench opportunities
- REGIONAL CAPACITY – do all CMH agencies have info.
- Website & Social Media Refresh, counsel on content
  - Digital tool box, CMH, Schools
    - Note to Communication Leads at key HS
    - Consider collaboration with GR, Muskegon, Kzoo chambers – free benefit to employers joining; also for all health care employees, stakeholder employees, per current relationships
  
- Process for sharing info., data that may impact all channels



- Family Meals Month – Sept. 2022 – FOOD TRUCK movement
- Opportunity identification and vetting
- Project management, ongoing counsel, participate in regular client and core team meetings,  
prepare updates for LRE BOD

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## Lakeshore Regional Entity Board Financial Officer Report for October 2021

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✚ **Disbursements Report** – A motion is requested to approve the September 2021 disbursements. A summary of those disbursements is included as an attachment.

✚ **Statement of Activities** – report through August is included as an attachment.

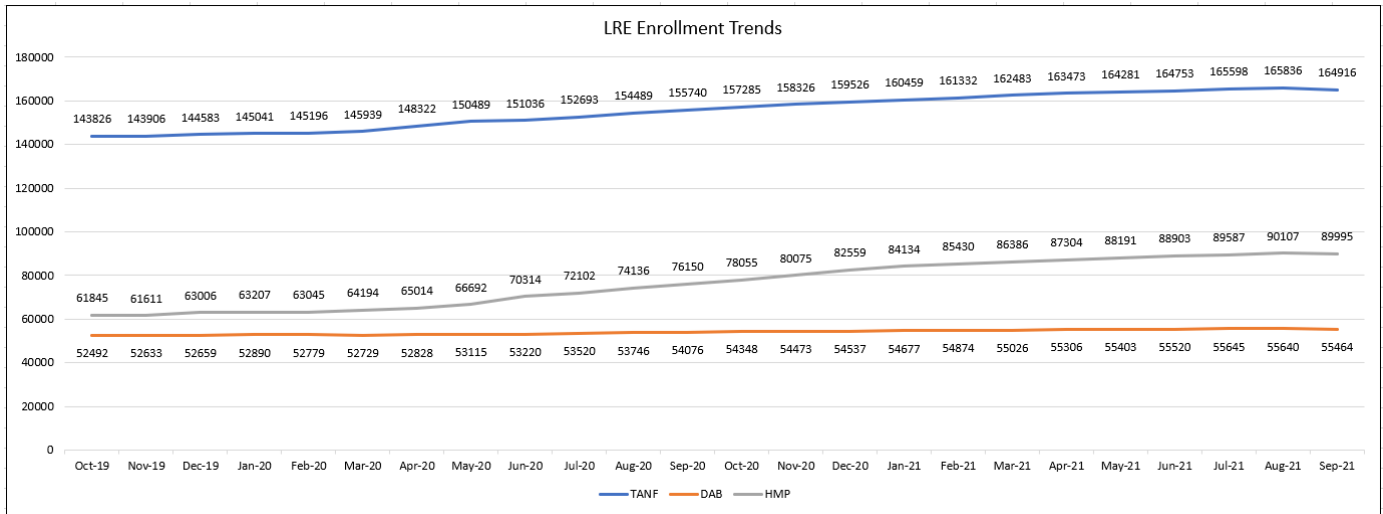
✚ **Bucket Report** - August 2021 Bucket Report is included as an attachment for today's meeting. Expense projections, as reported by each CMHSP, are noted. COVID has continued to impact spending, service demand, and staffing. An approximate surplus of \$7.7 million regionally (Medicaid and HMP) is shown on this month's report, which does not include \$35.7 million in surplus that is being withheld to put into the ISF/Medicaid Savings for FY21. The total regional surplus is projected to be \$58.9 million, which includes prior years' ISF and Medicaid Savings of \$13 million. This is down from \$64.6 million last month and includes the updated revenue projections reported below. The projected DCW lapse for the region is \$10.2 million which is down from \$10.8 million last month. Our region is projecting to receive approximately \$23 million in total for DCW in FY21.

Finance ROAT discussed revisions to the Bucket Report template that is currently used and a new template is being developed for utilization during FY22, beginning with the October 2021 report. The goal is to have the report be more meaningful and useful for the LRE Board and our CMH members by removing non-regional entity information from the report. The report should provide a snapshot of the financial status of the region as a whole.

✚ **FY 2021 Revenue Projections** – Updated revenue and membership projections by program and CMHSP are attached. This month's revenue projection includes an overall decrease of approximately \$685 thousand. The decrease in revenue is primarily due to a slight increase in the 12 month un-enrollment completion factor.

✚ **CCBHC** – We are meeting regularly within the region to discuss CCBHC processes, rates, concerns, etc. The LRE and our CCBHC partners have a meeting with MDHHS and Milliman on 10/22/21 to discuss the CCBHC Entity Specific Rate Factors that was developed by MDHHS for Region 3 to get a better understanding of how those rates were developed and what their intended use is. We are hoping that will provide clarification for budgeting purposes so that we may bring a budget amendment to the LRE Board in November for CCBHC related revenue and expenses for the region.

Revenue Projection							
Total LRE				CMHSPs Breakdown			
	Prior Projection	Current Projection	Change		Prior Projection	Current Projection	Change
MCD - MH	\$ 204,509,943	\$ 203,476,206	\$(1,033,737)	<b>MCD - MH</b>			
MCD - SUD	\$ 7,695,728	\$ 7,698,285	\$ 2,557	Allegan	\$ 18,145,622	\$ 18,052,990	\$ (92,632)
HMP - MH	\$ 28,771,530	\$ 28,880,918	\$ 109,389	Healthwest	\$ 42,109,217	\$ 41,877,333	\$ (231,884)
HMP - SUD	\$ 16,770,209	\$ 16,832,984	\$ 62,775	Network180	\$ 102,037,443	\$ 101,546,716	\$ (490,727)
Autism (Net of Fund)	\$ 40,692,584	\$ 40,740,896	\$ 48,312	Ottawa	\$ 27,215,691	\$ 27,077,862	\$ (137,829)
Autism Rate Adj. Fund	\$ 3,065,616	\$ 3,081,554	\$ 15,938	West Michigan	\$ 15,001,970	\$ 14,921,304	\$ (80,666)
Waiver	\$ 38,998,820	\$ 39,101,730	\$ 102,910	<b>Total MCD - MH</b>	<b>\$ 204,509,943</b>	<b>\$ 203,476,206</b>	<b>\$(1,033,737)</b>
LRE / Beacon Admin	\$ 13,707,113	\$ 13,707,113	\$ (0)	<b>MCD - SUD</b>			
ISF	\$ 29,245,903	\$ 29,194,013	\$ (51,889)	Allegan	\$ 631,477	\$ 631,785	\$ 307
Medicaid Savings	\$ 6,487,923	\$ 6,539,813	\$ 51,889	Healthwest	\$ 1,671,838	\$ 1,669,590	\$ (2,248)
IPA	\$ 4,376,041	\$ 4,382,735	\$ 6,694	Network180	\$ 3,865,598	\$ 3,867,566	\$ 1,968
<b>Total Region</b>	<b>\$ 394,321,410</b>	<b>\$ 393,636,248</b>	<b>\$ (685,163)</b>	Ottawa	\$ 937,374	\$ 939,443	\$ 2,070
<b>Total CMHSPs</b>				West Michigan	\$ 589,440	\$ 589,901	\$ 460
	Prior Projection	Current Projection	Change	<b>Total MCD - SUD</b>	<b>\$ 7,695,728</b>	<b>\$ 7,698,285</b>	<b>\$ 2,557</b>
Allegan	\$ 30,470,025	\$ 30,409,705	\$ (60,320)	<b>HMP - MH</b>			
Healthwest	\$ 64,358,950	\$ 64,220,527	\$ (138,423)	Allegan	\$ 2,198,220	\$ 2,209,103	\$ 10,883
Network180	\$ 173,796,892	\$ 173,457,649	\$ (339,243)	Healthwest	\$ 5,906,028	\$ 5,925,598	\$ 19,571
Ottawa	\$ 46,087,312	\$ 45,983,795	\$ (103,516)	Network180	\$ 14,626,145	\$ 14,683,697	\$ 57,553
West Michigan	\$ 22,725,635	\$ 22,659,343	\$ (66,292)	Ottawa	\$ 3,954,934	\$ 3,969,371	\$ 14,437
<b>Total CMHSPs</b>	<b>\$ 337,438,814</b>	<b>\$ 336,731,020</b>	<b>\$ (707,794)</b>	West Michigan	\$ 2,086,203	\$ 2,093,149	\$ 6,946
	Prior Projection	Current Projection	Change	<b>Total HMP - MH</b>	<b>\$ 28,771,530</b>	<b>\$ 28,880,918</b>	<b>\$ 109,389</b>
Allegan	\$ 100.57	\$ 100.17	\$ (0.41)	<b>HMP - SUD</b>			
Healthwest	\$ 89.93	\$ 89.72	\$ (0.21)	Allegan	\$ 1,265,680	\$ 1,271,318	\$ 5,637
Network180	\$ 92.99	\$ 92.65	\$ (0.33)	Healthwest	\$ 3,534,899	\$ 3,547,710	\$ 12,810
Ottawa	\$ 90.04	\$ 89.61	\$ (0.43)	Network180	\$ 8,529,315	\$ 8,562,662	\$ 33,347
West Michigan	\$ 88.83	\$ 88.40	\$ (0.43)	Ottawa	\$ 2,217,807	\$ 2,224,782	\$ 6,975
<b>Total CMHSPs</b>	<b>\$ 92.31</b>	<b>\$ 91.98</b>	<b>\$ (0.34)</b>	West Michigan	\$ 1,222,508	\$ 1,226,513	\$ 4,005
	Prior Projection	Current Projection	Change	<b>Total HMP - SUD</b>	<b>\$ 16,770,209</b>	<b>\$ 16,832,984</b>	<b>\$ 62,775</b>
Allegan	\$ 302,963	\$ 303,589	\$ 626	<b>Autism</b>			
Healthwest	\$ 715,630	\$ 715,766	\$ 136	Allegan	\$ 3,374,443	\$ 3,378,263	\$ 3,820
Network180	\$ 1,869,043	\$ 1,872,115	\$ 3,072	Healthwest	\$ 2,375,823	\$ 2,379,220	\$ 3,396
Ottawa	\$ 511,878	\$ 513,175	\$ 1,297	Network180	\$ 27,808,589	\$ 27,843,537	\$ 34,948
West Michigan	\$ 255,828	\$ 256,325	\$ 497	Ottawa	\$ 6,055,194	\$ 6,061,012	\$ 5,819
<b>Total Member Months</b>	<b>3,655,343</b>	<b>3,660,970</b>	<b>5,627</b>	West Michigan	\$ 1,078,535	\$ 1,078,864	\$ 329
	Prior Projection	Current Projection	Change	<b>Total Autism</b>	<b>\$ 40,692,584</b>	<b>\$ 40,740,896</b>	<b>\$ 48,312</b>
Allegan	\$ 302,963	\$ 303,589	\$ 626	<b>Waiver</b>			
Healthwest	\$ 715,630	\$ 715,766	\$ 136	Allegan	\$ 4,854,583	\$ 4,866,247	\$ 11,664
Network180	\$ 1,869,043	\$ 1,872,115	\$ 3,072	Healthwest	\$ 8,761,145	\$ 8,821,076	\$ 59,931
Ottawa	\$ 511,878	\$ 513,175	\$ 1,297	Network180	\$ 16,929,802	\$ 16,953,470	\$ 23,668
West Michigan	\$ 255,828	\$ 256,325	\$ 497	Ottawa	\$ 5,706,313	\$ 5,711,325	\$ 5,012
<b>Total Member Months</b>	<b>3,655,343</b>	<b>3,660,970</b>	<b>5,627</b>	West Michigan	\$ 2,746,977	\$ 2,749,611	\$ 2,634
	Prior Projection	Current Projection	Change	<b>Total Waiver</b>	<b>\$ 38,998,820</b>	<b>\$ 39,101,730</b>	<b>\$ 102,910</b>
Allegan	\$ 302,963	\$ 303,589	\$ 626	<b>FY 2021 LRE Board Approved Savings</b>			
Healthwest	\$ 715,630	\$ 715,766	\$ 136	Total Savings	\$ 35,733,826.00		
Network180	\$ 1,869,043	\$ 1,872,115	\$ 3,072	ISF= 7.5% of Revenue	\$ 29,194,013.45		
Ottawa	\$ 511,878	\$ 513,175	\$ 1,297	Medicaid Savings	Total Savings - ISF	\$ 6,539,812.55	
West Michigan	\$ 255,828	\$ 256,325	\$ 497				
<b>Total Member Months</b>	<b>3,655,343</b>	<b>3,660,970</b>	<b>5,627</b>				



**BOARD ACTION REQUEST**

**Subject :September 2021 Disbursements**

Meeting Date: October 20, 2021

**RECOMMENDED MOTION:**

To approve the September 2021 disbursements of \$28,751,666.06 as presented.

**SUMMARY OF REQUEST/INFORMATION:**

<b><u>Disbursements:</u></b>	
Allegan County CMH	\$2,151,532.08
Healthwest	\$4,686,281.01
Network 180	\$13,077,920.51
Ottawa County CMH	\$3,448,941.80
West Michigan CMH	\$1,589,118.28
SUD Prevention Expenses	\$109,786.74
Local Match Payment	\$0.00
Hospital Reimbursement Adjuster (HRA)	\$2,658,964.00
SUD Public Act 2 (PA2)	\$264,169.49
Beacon Health Options	\$472,985.15
Administrative Expenses	\$291,967.00
<b>Total:</b>	<b>\$28,751,666.06</b>

87.98% of Disbursements were paid to Members and SUD Prevention Services.

*I affirm that all payments identified in the monthly summary above are for previously appropriated amounts.*

**STAFF:** Stacia Chick

**DATE:** October 20, 2021

**Statement of Activities - Actual vs. Budget**  
**Fiscal Year 2020 / 2021**  
 As of Date: 8/31/21

Change in Net Assets	Year Ending 9/30/2021	8/31/2021		
	FY21 Budget <i>Amendment 5</i>	Budget to Date	Actual	Actual to Budget Variance
<b>Operating Revenues</b>				
SUD Block Grant & State Opioid, & STR Autism Revenue	9,701,209	8,892,775	6,438,817	(2,453,958)
PA 2 Liquor Tax	50,230,722	46,044,828	44,523,391	(1,521,437)
Interest Revenue	4,736,148	4,341,469	2,328,502	(2,012,968)
Performance Bonus Incentive	21,476	19,686	22,492	2,805
Local Match Revenue (Members)	2,419,516	2,217,890	-	(2,217,890)
Hospital Rate Adjuster (HRA)	2,040,096	1,870,088	1,870,088	-
MH Block Grant - Veterans Navigator	10,377,547	9,512,751	7,783,160	(1,729,591)
Block Grants - HispBH/NatAm/TobCess/Clubhouse	100,000	91,667	93,729	2,063
Substance Use Gambling, MI Youth Tx & DHS Incentive	540,800	495,733	111,873	(383,861)
Medicaid, HSW, SED, & Children's Waiver	397,335	364,224	201,372	(162,852)
Healthy Michigan	693,363	635,583	398,177	(237,405)
Miscellaneous Revenue	288,559,211	264,512,610	260,012,179	(4,500,431)
	50,654,549	46,433,336	47,533,447	1,100,110
	-	-	4,228	4,228
<b>Total Operating Revenues</b>	<b>420,471,971</b>	<b>385,432,640</b>	<b>371,321,454</b>	<b>(14,111,186)</b>
<b>Expenditures</b>				
Salaries and Fringes	1,401,735	1,284,924	1,040,729	(244,195)
Office and Supplies Expense	259,630	237,994	236,111	(1,883)
Contractual and Consulting Expenses	490,495	449,620	605,763	156,143
MCIS	305,200	279,767	270,600	(9,167)
Data Analytics	173,750	159,271	31,250	(128,021)
Utilities/Conferences/Mileage/Misc Exps	2,028,278	1,859,255	159,655	(1,699,600)
Block Grants - Gambli/Veter/HispBH/NatAm/TobCes	1,005,800	921,983	356,867	(565,116)
Taxes, HRA, and Local Match	15,615,269	14,313,997	12,610,268	(1,703,729)
Prevention Expenses	2,615,367	2,397,420	2,454,471	57,051
Beacon Health Options - MCO Contract	8,821,825	8,086,673	8,290,365	203,692
Contribution to ISF/Savings	35,733,826	32,756,007	21,140,799	(11,615,209)
Direct Care Wage Lapse	10,800,000	9,900,000	-	(9,900,000)
Member Payments	341,220,796	312,785,730	310,156,020	(2,629,710)
<b>Total Expenditures</b>	<b>420,471,971</b>	<b>385,432,640</b>	<b>357,352,898</b>	<b>(28,079,742)</b>
<b>Total Change in Net Assets</b>	<b>0</b>	<b>0</b>	<b>13,968,556</b>	<b>13,968,556</b>

## Statement of Activities Budget to Actual Variance Report

For the Period ending August 31, 2021

As of Date: 8/31/21

### Operating Revenues

SUD Block Grant	Some grant revenues are down due to a reduction in billings. COVID and delayed trainings and events are contributing factors. We plan to request carryforward of lapsing SOR funds to FY22.
Autism Revenue	N/A - Closely aligned with the current budget projections.
PA 2 Liquor Tax	PA2 revenues are received after the Department of Treasury issues payments to the counties. Initial payments were made to counties in April and counties began to make payments to the LRE in May.
Interest Revenue	Actual interest revenue is coming in higher than anticipated.
Performance Bonus Incentive	Revenue is received after the end of the fiscal year if health plan performance metrics are met.
Local Match Revenue (Members)	N/A - Closely aligned with the current budget projections.
Hospital Rate Adjuster (HRA)	Revenue is received quarterly. Third quarter payment is expected in August.
MH Block Grant - Veterans Navigator	N/A - Closely aligned with the current budget projections.
Block Grants -HispBH/NatAm/TobCess/Clubhse	Clubhouse grant revenue is down due to COVID. However, there is opportunity to receive payments up to the approved budget if service activity changes.
Sub Use Gambling Prev & MYTIE	Gambling prevention campaign is ramping up. As expenditures increase, additional revenues will be received.
DHS Incentive	Receive this revenue quarterly beginning in April. Amounts are based on encounter data that supports services to Foster Care and CPS children.
Medicaid B, B3 and HSW	N/A - Closely aligned with the current budget projections.
Healthy Michigan	N/A - Closely aligned with the current budget projections.
Miscellaneous Revenue	Miscellaneous Revenue not yet budgeted.

### Expenditures

Salaries and Fringes	A significant portion of the additional salary expenses will not likely occur until quarters three and four. Fringe expense adjustments were made during amendment 3.
Office and Supplies Expense	N/A - Closely aligned with the current budget projections.
Contractual & Consulting Expenses	Budget amendment will be made during the next amendment.
MCIS	N/A - Closely aligned with the current budget projections.
Data Analytics	New expense that started in April. It is expected that the final expenses will align with the budget projections.
Utilities/Conf/Mleage/Misc Exps	Significant portions of this line item (Audit, Travel, Miscellaneous) are not anticipated until quarters three and four. This line item also includes the Beacon contract savings amounts which will be detailed during quarter three.
Block Grants -Veterans/HispBH/NatAm/TobCess	Most of these payments are billed to the LRE and paid by MDHHS 30-60 days in arrears. Also, as noted in the corresponding revenue line item above, some expenses are low due to COVID, but may be paid up to the approved grant allocations.
Taxes, HRA and Local Match	IPA taxes and HRA are paid quarterly.
Prevention Expenses	N/A - Closely aligned with the current budget projections.
Beacon Health Options	This reflects actual costs for MCO functions paid per enrollee. This line item will go down in quarters 3 and 4.
Contribution to ISF	This line item was increased in March and May. Catch up payments will be spread over the remainder of the year.
DCW Lapse	Actual lapse will be determined at year end. Projections from the July Bucket Report were \$10.8M. This will be monitored for future adjustments.
Member Payments	Member payments are based on actual revenues received from MDHHS. This closely aligns with current budget projections.

**FY2021 Bucket Report - Full Year Projections**  
**Net Position By Member, By Fund Source**

Time Period	Mental Health (MH)							Substance Use Disorder (SUD)							MH & SUD
	Allegan	Healthwest	Network180	Ottawa	West MI	LRE & MCO Admin	Total	Allegan	Healthwest	Network180	Ottawa	West MI	LRE & MCO Admin	Total	Total
<b>Oct - August</b>															
Net Med: 1115/HSW/CW/SED	430,056	(7,675)	(15,783,898)	3,167,686	(2,763,573)	(740,378)	(15,697,782)	126,729	369,405	919,026	372,700	(61,584)	423,193	2,149,470	(13,548,312)
Net Med: HealthyMI	318,648	1,091,370	(782,919)	1,286,500	342,544	(846,474)	1,409,669	435,815	1,674,166	4,376,853	949,679	430,708	652,682	8,519,903	9,929,572
Net Autism	206,620	1,653,083	8,217,945	3,062,854	164,482	15,141	13,320,125	-	-	-	-	-	-	-	13,320,125
Net General Fund	108,074	955,107	1,741,759	1,048,601	16,939	-	3,870,480	-	-	-	-	-	-	-	3,870,480
Net Block Grant	-	-	-	-	-	-	-	-	(117,247)	-	(163,465)	-	288,922	8,210	8,210
Net PA2	-	-	-	-	-	-	-	-	316	-	(59,715)	-	-	(59,399)	(59,399)
Net Medicaid Savings Proj	448,154	1,048,406	2,472,308	685,287	359,789	-	5,013,944	30,465	83,682	198,919	50,514	29,079	-	392,658	5,406,603
Net ISF Projection	1,975,904	4,625,566	10,905,134	3,023,395	1,587,268	-	22,117,267	134,246	368,736	876,530	222,619	128,139	-	1,730,270	23,847,537
<b>Subtotal</b>	<b>3,487,457</b>	<b>9,365,856</b>	<b>6,770,329</b>	<b>12,274,323</b>	<b>(292,551)</b>	<b>(1,571,711)</b>	<b>30,033,702</b>	<b>727,255</b>	<b>2,379,058</b>	<b>6,371,328</b>	<b>1,372,332</b>	<b>526,341</b>	<b>1,364,798</b>	<b>12,741,112</b>	<b>42,774,814</b>
<b>August</b>															
<b>Full Year Projection</b>															
Net Med: 1115/HSW/CW/SED	(812)	(1,411,802)	(8,217,355)	3,347,691	(1,346,471)	-	(7,628,748)	113,226	73,950	884,007	433,980	(31,780)	-	1,473,383	(6,155,365)
Net Med: DCW Lapse	(741,909)	(3,151,171)	(3,957,111)	(1,191,616)	(1,008,097)	-	(10,049,904)	-	(17,575)	(190,274)	-	-	-	(207,849)	(10,257,753)
Net Med: HealthyMI	231,336	481,280	(2,029,389)	1,368,959	148,327	-	200,512	335,434	1,064,196	3,447,991	879,487	505,440	-	6,232,547	6,433,059
Net Autism	245,717	119,563	4,988,493	2,059,652	7,130	-	7,420,556	-	-	-	-	-	-	-	7,420,556
Net General Fund	117,899	(195,536)	897,702	822,361	84,690	-	1,727,117	-	-	-	-	-	-	-	1,727,117
Net Block Grant	-	-	-	-	-	-	-	-	(128,902)	-	-	-	-	(128,902)	(128,902)
Net PA2	-	-	-	-	-	-	-	-	148,435	-	-	80,564	-	228,999	228,999
Net Medicaid Savings Proj	632,194	1,256,218	2,969,272	823,975	120,105	-	5,801,764	(36,453)	99,991	238,033	60,576	348,125	-	710,273	6,512,038
Net ISF Projection	2,510,475	5,637,713	13,323,483	3,698,281	1,945,095	-	27,115,047	163,439	448,274	1,067,245	271,682	156,102	-	2,106,742	29,221,789
<b>Total</b>	<b>2,994,899</b>	<b>2,736,266</b>	<b>7,975,096</b>	<b>10,929,303</b>	<b>(49,221)</b>	<b>-</b>	<b>24,586,344</b>	<b>575,646</b>	<b>1,688,369</b>	<b>5,447,001</b>	<b>1,645,726</b>	<b>1,058,451</b>	<b>-</b>	<b>10,415,193</b>	<b>35,001,537</b>
<b>Risk</b>	<b>(265,668)</b>	<b>(3,962,130)</b>	<b>(9,215,362)</b>	<b>5,584,686</b>	<b>(2,199,110)</b>	<b>-</b>	<b>(10,057,584)</b>	<b>448,659</b>	<b>1,120,570</b>	<b>4,141,724</b>	<b>1,313,468</b>	<b>473,660</b>	<b>-</b>	<b>7,498,081</b>	<b>(2,559,503)</b>
%of Budget	-0.93%	-6.72%	-5.72%	13.04%	-10.55%	0.00%	-3.37%	23.58%	21.48%	33.32%	41.51%	26.08%	0.00%	28.56%	<b>PENDING</b>

**FY Changes in Projected Med/HMP Spending**

	July 2021 MH	August 2021 MH	Difference	%of Budget	FY20 Spend
Allegan	26,385,811	25,826,043	(559,768)	-2.13%	24,939,541
Healthwest	47,587,907	55,025,900	7,437,993	13.72%	55,125,841
N180	155,704,816	155,094,698	(610,117)	-0.41%	139,484,202
Ottawa	35,038,933	32,981,495	(2,057,438)	-5.17%	36,006,249
West MI	20,084,981	20,272,938	187,957	0.99%	17,637,237
LRE & Beacon	9,391,030	9,391,031	1	0.00%	11,809,258
	294,193,478	298,592,105	4,398,627		285,002,328

	July 2021 SUD	August 2021 SUD	Difference	%of Budget	FY20 Spend
Allegan	1,339,768	1,454,443	114,675	6.03%	899,734
Healthwest	3,274,646	4,079,154	804,508	15.42%	4,623,426
N180	8,053,920	8,098,231	44,311	0.36%	6,248,337
Ottawa	1,834,761	1,850,758	15,997	0.51%	1,569,919
West MI	1,342,753	1,342,753	-	0.00%	1,614,656
LRE & Beacon	1,689,002	1,718,835	29,833	1.74%	774,553
	17,534,851	18,544,174	1,009,323		15,730,625

**Total Medicaid Surplus/(Deficit) Projection (Med 1115/HSW/CW/SED + Autism), Excluding DCW** 1,265,191

Actual FY20 ISF	2,420,925
Actual FY20 Medicaid Savings	10,625,499
Budgeted FY21 ISF/Medicaid Savings Contribution	35,733,826
<b>Total Reserves:</b>	<b>48,780,250</b>

**Projected Medicaid ISF/Savings At Year End:** 50,045,441

**Healthy Michigan Plan Surplus/(Deficit) Projection** 6,433,059

**Projected MDHHS Performance Bonus** 2,419,516

**Projected Reserve Total At Year End:** 58,898,016

ISF @ 7.5%	\$	29,221,788.50
Savings @ 7.5%	\$	29,221,788.50
<b>Total Max Allowed</b>	<b>\$</b>	<b>58,443,576.99</b>
<b>Difference</b>	<b>\$</b>	<b>(454,439.20)</b>





**Disclosure of Ownership & Controlling Interest Statement**

**Attachment 18**

Lakeshore Regional Entity (LRE) is required to collect disclosure of ownership, controlling interests, and management information from providers that are credentialed or otherwise enrolled to participate in the Medicaid program and/or the Prepaid Inpatient Health Plan (PIHP). This requirement is pursuant to a Medicaid and/or PIHP State Contract with the State Agency and the federal regulations set forth in 42 CFR Part §455. Required information includes: 1) the identity of all owners and others with a controlling interest of 5% or greater; 2) certain business transactions as described in 42 CFR §455.105; 3) the identity of managers and others in a position of influence or authority; and 4) criminal convictions, sanctions, exclusions, debarment or termination information for the provider, owners or managers. The information required includes, but is not limited to, name, address, date of birth, social security number (SSN) and tax identification (TIN).

Completion and submission of this Statement is a condition of participating as a credentialed or enrolled provider in the LRE managed care network for services to members under Medicaid Managed Specialty Supports and Services Concurrent 1915(b)(c) Waiver Program. Failure to submit the requested information may result in a refusal of participation in LRE or denial of a claim.

This statement should be submitted at any of the following times: upon the submission of an application; upon execution of an agreement; during re-credentialing or re-contracting (at least every two years); within 35 days after any change in ownership of the disclosing entity. A Statement must be provided to LRE within 35 days of a *request* for this information by the U.S. Department of Health and Human Services (HHS) or the State Agency. LRE maintains policies and practices that protect the confidentiality of personal information, including Social Security numbers, obtained from its providers and associates in the course of its regular business functions. LRE is committed to protecting information about its providers and associates, especially the confidential nature of their personal information.

*Detailed instructions and a glossary of terms can be found at the end of this form. If attachments are included, please indicate to which section those attachments refer.*

**Provider/Provider Entity Information**

*Please fill out the entire section. Every field must be complete. If fields are left blank, the form will be returned for corrections/completeness. \*These fields cannot be left blank; check appropriate box or use 'N/A'.*

<b>Please choose appropriate category:</b> <input type="checkbox"/> Provider Entity <input type="checkbox"/> Licensed Independent Practitioner <input type="checkbox"/> Managing Employee <input type="checkbox"/> HCBS Provider <input type="checkbox"/> Other: <b>Group Affiliation?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>If yes, do you have a private practice as well?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Name of Provider/Provider Entity:</b>	
	<b>Name of Person Completing this Form:</b>	
	<b>Title:</b>	
	<b>Phone Number:</b>	
	<b>Fax:</b>	
	<b>Email:</b>	
	<b>In which state(s) do you participate in Medicaid?</b>	
<b>Additional Addresses (list all Practice Locations)</b> <b>Attaching list?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>*SSN (if Individual Provider):</b> <input type="checkbox"/> N/A  <b>*Federal Tax ID# (if Entity):</b> <input type="checkbox"/> N/A	<input type="checkbox"/> <b>*Medicaid ID#:</b>  <input type="checkbox"/> <b>*Applied for Medicaid ID</b> <input type="checkbox"/> <b>*Not applicable</b>	<input type="checkbox"/> <b>*NPI #:</b>  <input type="checkbox"/> <b>*Applied for NPI #</b> <input type="checkbox"/> <b>*Not applicable</b>

## Section I: Individual Provider Ownership Information

1. Are there any individuals or organizations with a Direct or Indirect Ownership Interest of 5% or more in your entity/practice?  Yes  No - Skip to #2  N/A - Skip to #2

See instructions for more information and examples

If **yes**, list the name, primary address date of birth (DOB), and Social Security Number (SSN) for each person having an Ownership Interest in the disclosing entity of 5% or greater. List the name, Tax Identification Number (TIN), primary business address, every business location, and P.O. Box address of each organization, corporation, or entity having an Ownership Interest of 5% or greater. (42 CFR §455.104). Attach additional sheets as necessary-  Yes  No

Name of Owner	DOB (mm/dd/yyyy)	Complete Address (Street/City/State/Zip)	** SSN or TIN or both as applicable	% Interest
		Street:		
		C:                      S:                      Z:		
		Street:		
		C:                      S:                      Z:		
		Street:		
		C:                      S:                      Z:		

\*\* SSN and TIN required under §455.104; See sect 4313 of the Balanced Budget Act of 1997 amended Sect 1124 and Federal Register Vol. 76 No 22

## Section II: Ownership in Other Providers & Entities

2. Does the *Owner identified in Section I* have an Ownership or Controlling Interest in any other provider entity?  Yes  No- Skip to #3  N/A- Skip to #3

If **yes**, list the name and the SSN or TIN of the other provider or entity in which the *Owner identified in Section I* also has an Ownership or Controlling Interest (42 CFR §455.104(b)(3)). Attach additional sheets as necessary  Yes  No

Name of Owner from Section I	Name of Other Provider or Entity	Other Provider or Entity's SSN (indiv.) or TIN (entity)

## Section III: Subcontractor Ownership

3. Do you, as the Provider Entity, have a Direct or Indirect Ownership Interest of 5% or more in any Subcontractor?  Yes  No- Skip to #4  N/A- Skip to #4

If **yes**, does another individual or organization also have an Ownership or Controlling Interest in the same Subcontractor?  Yes  No

If **yes**, list the following information for each person or entity with an Ownership or Controlling Interest in any Subcontractor in which you also have Direct or Indirect Ownership Interest of 5% or more (42 CFR §455.104).

Attach additional sheets as necessary  Yes  No

<b>Legal Name of Subcontractor:</b>		
Name of Subcontractors <i>Other Owner:</i>	<i>Other Owner's:</i>	
<i>Other Owner's Address:</i>	City, State, Zip:	
<i>Other Owner's TIN:</i>	<i>Other Owner's SSN:</i>	% Interest:

## Section IV: Familial Relationships of All Owners

4. Are any of the individuals identified in Sections I, II, or III related to each other?  Yes  No- *Skip to #5*  
 N/A- *Skip to #5*  
**If yes**, list the individuals identified and the relationship to each other (e.g. spouse, domestic partner, sibling, parent, child) (42 CFR §455.104(b)(2)). Attach additional sheets as necessary  Yes  No

Name of Owner 1	Name of Owner 2	Relationship

## Section V: Criminal Convictions, Sanctions, Exclusions, Debarment, or Terminations

5. Have you or any person who has Ownership or Controlling Interest, or who is an Agent or Managing Employee of your Provider Entity ever been indicted or convicted of a crime related to that person's involvement in any program under Medicaid, Medicare, CHIP, or Title XX programs?  Yes  No- *Skip to #6*  N/A – *Skip to #6*  
**If yes**, list those persons and the required information below (42 CFR §455.106).  
 Attach additional sheets as necessary  Yes  No

Name:	DOB:
Address:	SSN (indiv.) or TIN (entity):
City, State, Zip:	State and Date of Conviction:
Matter of the Offense	Date of Reinstatement:

6. Have you or any person who has Ownership or Controlling Interest, or who is an Agent or Managing Employee of your Provider Entity ever been sanctioned, excluded, or debarred from Medicaid, Medicare, CHIP, or Title XX programs?  Yes  No- *Skip to #7*  N/A – *Skip to #7*  
**If yes**, list those persons and the required information below (42 CFR §455.436).  
 Attach additional sheets as necessary  Yes  No

Name:	DOB:
Address:	SSN (indiv.) or TIN (entity):
City, State, Zip:	List all states where currently excluded:
Reason for Sanction, Exclusion, or Debarment:	
Date(s) of Sanctions, Exclusions, or Debarments:	Date of Reinstatement:

7. Has the Provider Entity, or any person who has Ownership or Controlling Interest in the Provider Entity, or who is an Agent or Managing Employee of the Provider Entity ever been **terminated** from participation in Medicaid, Medicare, CHIP, or Title XX programs?  Yes  No- *Skip to #8*  N/A – *Skip to #8*  
**If yes**, list those persons and the required information below (42 CFR §455.416).  
 Attach additional sheets as necessary  Yes  No

Name:	DOB:
Address:	SSN (indiv.) or TIN (entity):
City, State, Zip:	Terminated from Medicare? <input type="checkbox"/> Yes <input type="checkbox"/> No-
Reason for Termination:	Date of Termination:
State that originated Termination:	Date of Reinstatement:

*\*At any time during the Contract period, it is the responsibility of the Provider/Provider Entity to promptly provide notice upon learning of convictions, sanctions, exclusions, debarments and terminations (see Fed. Register, Vol. 44, No. 138)*

## Section VI: Business Transaction Information

8. **Business Transactions – Subcontractors:** Has the Provider Entity had any business transactions with a Subcontractor totaling more than \$25,000 in the previous twelve (12) month period?  Yes  No- *Skip to #9*  N/A- *Skip to #9*  
**If yes,** list the information for Subcontractors with whom the Provider Entity has had business transactions totaling more than \$25,000 during the previous 12 month period ending on the date of this request (42 CFR §455.105(b)(1)) Attaching additional sheets as necessary  Yes  No

<b>Name of Subcontractor:</b>	<b>Subcontractor's SSN or TIN:</b>
<b>Subcontractor Address:</b>	<b>City, State, Zip:</b>
<b>Subcontractors Owner (SO):</b>	<b>SO's SSN or TIN:</b>
<b>SO's Address:</b>	<b>City, State, Zip:</b>

9. **Significant Business Transactions – Wholly Owned Suppliers:** Has the Provider Entity had any Significant Business Transactions with a Wholly Owned Supplier exceeding the lesser of \$25,000 or 5% of operating expenses in the past five (5) year period?  Yes  No – *Skip to #10*  N/A – *Skip to #10*  
**If yes,** list the information for any Wholly Owned Supplier with whom the Provider Entity has had any Significant Business Transactions exceeding the lesser of \$25,000 or 5% of operating expenses during the past 5-year period (43 CFR §455.105(b)(2)). Attach additional sheets as necessary  Yes  No *See Glossary for definition*

<b>Name of Supplier:</b>	<b>Suppliers SSN or TIN:</b>
<b>Suppliers Address:</b>	<b>City, State, Zip:</b>

10. **Significant Business Transactions – Subcontractors:** Has the Provider Entity had any Significant Business Transactions with a Subcontractor totaling more than \$25,000 in the past five (5) year period?  
 Yes  No – *Skip to #11*  N/A -*Skip to #11*  
**If yes,** list the information for Subcontractors with whom the Provider Entity had any Significant Business Transactions exceeding the \$25,000 during the past 5-year period (42 CFR §455.105(b)(2)).  
 Attach additional sheets as necessary  Yes  No

<b>Name of Subcontractor:</b>	<b>Subcontractor's SSN or TIN:</b>
<b>Subcontractor Address:</b>	<b>City, State, Zip:</b>
<b>Subcontractors Owner (SO):</b>	<b>SO's SSN or TIN:</b>
<b>SO's Address:</b>	<b>City, State, Zip:</b>

This information must be provided and/or updated within 35 days of a request. Medicaid payments may be denied for services furnished during the period beginning on the day following the date the information was due until it is received (42 CFR §455.105)

## Section VII: Management and Control

11. **Managing Employees:** Does the Provider Entity have any Managing Employees?  
 Yes  No- skip to #12  N/A skip to #12  
**If yes,** list all Managing Employees that exercise operational or managerial control over, or who directly or indirectly conduct the day-to-day operations of Provider Entity (general manager, business manager, administrator or director), including the name, date of birth (DOB), address, Social Security Number (SSN), and title (42 CFR §455.104). Attach additional sheets as necessary  Yes  No

Name	DOB mm/dd/yyyy	Complete Address	SSN	Title

12. **Agents:** Does the Provider Entity have any Agents?  Yes  No  N/A  
**If yes,** list all Agents that have been delegated the authority to obligate or act on behalf of Provider Entity, including the name, date of birth (DOB), address, Social Security Number (SSN), and title (42 CFR §455.104). Attach additional sheets as necessary  Yes  No

Name	DOB mm/dd/yyyy	Complete Address	SSN

Through signature below, I hereby certify that any employees or contractors providing services pursuant to a contract with Lakeshore Regional Entity are screened with the applicable background check including, but not limited to, verification against the OIG's List of Excluded Individuals & Entities (<https://oig.hhs.gov/exclusions/index/asp>) and the System for Award Management (SAM) [www.sam.gov](http://www.sam.gov) and any applicable state, federal, or other governmental exclusion or sanction database and that the information provided herein is true, accurate, and complete. Additions or revisions to the information above will be submitted immediately upon revision. Additionally, I understand that misleading, inaccurate, or incomplete data may result in a denial of a claim and/or termination of the contract.

Signature \_\_\_\_\_ Title: \_\_\_\_\_  
 Print Name \_\_\_\_\_ Date: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

## Disclosure Instructions

If additional space is needed, please note on the form that the answer is being continued, and attach a sheet referencing the section number that is being continued. For example: Section I Ownership Information, continued. Please see Glossary for definition of capitalized terms.

### Section I: Provider Entity Ownership Information

Please list the required information for each individual or organization that has a Direct or Indirect Ownership of 5% or more or has a Controlling Interest in your entity. If the Owner is a corporation: the primary business address must be listed and every business location and PO Box address. Provider members of a group practice who have ownership or a controlling interest in Provider Entity must submit a separate Statement.

Providing the SSN and TIN (as applicable) is required under 42 CFR 455.104; please see Section 4313 of the Balanced Budget Act of 1997, amended Section 1124, and the Federal Register Vol. 76 No. 22. Any form without the required SSN and TIN (as applicable) is incomplete and will not be processed.

### Section II: Ownership in Other Providers & Entities

Please identify the other providers or entities that are owned or controlled at least 5% by the same individual or organization identified in Section I that has an Ownership or Controlling Interest in your entity. This information is to identify shared and interconnected ownership and controlling interests.

### Section III: Subcontractor Ownership

If your entity has a Direct or Indirect Ownership of 5% or more in a Subcontractor and other individuals or entities also have a Direct or Indirect Ownership of that same Subcontractor, please identify the Subcontractor and provide the required information for the additional owners.

### Section IV: Familial Relationships of All Owners

Report whether any of the persons listed in Sections I, II, and III are related to each other and identify the parties and their relationship. For the definition of domestic partner, refer to your state's laws. Provider members of a group practice who are related to the Provider Entity's owners or those with a controlling interest must submit a separate Statement.

### Section V: Criminal Convictions, Sanctions, Exclusions, Debarment, and Terminations

List your own criminal convictions, sanctions, exclusions, debarments, and termination, and for any person who has an ownership or controlling interest, or is an agent or managing employee of your entity. List all offenses related to each person's or entity's involvement in any program under Medicare, Medicaid, CHIP, or the Title XX services since the inception of these programs. Review all of the databases necessary to verify this information:

1. Exclusion status may be verified through the HHS-OIG List of Excluded Individuals/Entities (LEIE) at <https://oig.hhs.gov/exclusions/index.asp>
2. Sanction information is available in the GSA's SAM (System for Award Management) database [www.sam.gov](http://www.sam.gov).
3. State specific exclusions/sanction databases may be accessed through the State Agency's website.

### Section VI: Business Transaction Information

1. List the Ownership of any Subcontractors that you have had business transactions totaling more than \$25,000 within the last twelve (12) month period ending on the date of the request.
2. List any **Significant Business Transactions** between your entity and any Wholly Owned Supplier during the past 5 years.
3. List any **Significant Business Transactions** between your entity and any Subcontractor during the past 5 years.

Remember that a **Significant Business Transaction** is defined as any transaction or series of related transactions that exceeds the lesser of \$25,000 or 5% of a provider's operating expenses during any one fiscal year.

This information must be made available within 35 days of a request by the US Department of Health and Human Services (HHS), the State Medicaid Agency, and the Medicaid Managed Care Organization responding to an HHS or State request.

### Section VII: Management & Control

1. List the required information for all employees that hold a position of Managing Employee within your entity.
2. List the required information for all Agents that have the authority to obligate or act on behalf of your entity.
3. List the required information for all individuals on the governing board or board of directors if your entity is organized as a corporation. CMS requires the identification of officers and directors of a Provider Entity that is organized as a corporation, without regard to the for-profit or not-for-profit status of that corporation.

## Glossary

**Agent:** any person who has been delegated the authority to obligate or act on behalf of a Provider Entity.

**CHIP:** The Federal insurance program for children, Child Health Insurance Program, in Michigan this is known as MICHild.

**Controlling Interest:** defined as the operational direction or management of a disclosing entity which management of a disclosing entity which may be maintained by any or all of the following devices: the ability or authority, expressed or reserved, to amend or change the corporate identity; the ability or authority to nominate or name members of the Board of Directors or Trustees; the ability or authority, expressed or reserved to amend or change the by-laws, constitution, or other operating or management direction; the ability or authority, expressed or reserved, to control the sale of any or all of the assets, to encumber such assets by way of mortgage or other indebtedness, to dissolve the entity, or to arrange for the sale or transfer of the disclosing entity to new ownership control.

**Determination of ownership or control percentages:**

- a) *Indirect ownership interest.* The amount of indirect ownership interest is determined by multiplying the percentages of ownership in each entity. For example, if A owns 10 percent of the stock in a corporation which owns 80 percent of the stock of the disclosing entity, A's interest equates to 8 percent indirect ownership interest in the disclosing entity and must be reported. Conversely, if B owns 80 percent of the stock of a corporation which owns 5 percent of the stock of the disclosing entity, B's interest equates to 4 percent indirect ownership interest in the disclosing entity and need not be reported.
- b) *Person with an ownership or controlling interest.* In order to determine percentage of ownership, mortgage, deed of trust, note, or other obligation, the percentage of interest owned in the obligation is multiplied by the percentage of the disclosing entity's assets used to secure the obligation. For example, if A owns 10 percent of a note secured by 60 percent of the provider's assets, A's interest in the provider's assets equates to 6 percent and must be reported. Conversely, if B owns 40 percent of a note secured by 10 percent of the provider's assets, B's interest in the provider's assets equates to 4 percent and need not be reported.

**Direct Ownership Interest:** the possession of equity in the capital, the stock, or the profits of the disclosing entity.

**HCBS Provider:** a provider of Home and Community Based Services for Medicaid beneficiaries.

**Indirect Ownership Interest:** an ownership interest in an entity that has an ownership interest in the disclosing entity. This term includes an ownership interest in any entity that has an indirect ownership interest in the disclosing entity.

**Managing Employee:** a general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operations of an institution, organization, or agency.

**Other Entity:** any other Medicaid disclosing entity and any entity that does not participate in Medicaid, but is required to disclose certain ownership and control information because of participation in any of the programs established under title V, XVIII, or XX of the Act. This includes:

- a) Any hospital, skilled nursing facility, home health agency, independent clinical laboratory, renal disease facility, rural health clinic, or health maintenance organization that participates in Medicare (title XVIII);
- b) Any Medicare intermediary or carrier; and
- c) Any entity (other than an individual practitioner or group of practitioners) that furnishes, or arranges for the furnishing of, health-related services for which it claims payment under any plan or program established under title V or title XX of the Act.

**Ownership or Controlling Interest:** an individual or corporation that

- a) Has an ownership interest totaling 5 percent or more in a disclosing entity;
- b) Has an indirect ownership interest equal to 5 percent or more in a disclosing entity;
- c) Has a combination of direct and indirect ownership interests equal to 5 percent or more in a disclosing entity;
- d) Owns an interest of 5 percent or more in any mortgage, deed of trust, note, or other obligation secured by the disclosing entity if that interest equals at least 5 percent of the value of the property or assets of the disclosing entity;
- e) Is an officer or director of a disclosing entity that is organized as a corporation; or
- f) Is a partner in a disclosing entity that is organized as a partnership.

**Provider Entity:** an individual or entity who operates as a Medicaid provider and is engaged in the delivery of health care services and is legally authorized to do so by the state in which it delivers the services. For purposes of this Statement, the Providing Entity is the individual or entity identified on this form as the disclosing entity.

**Significant Business Transaction:** any business transaction or series of related transactions that, during any one fiscal year, exceeds the lesser of twenty-five thousand dollars (\$25,000) or five percent (5%) of a Provider Entity's total operating expenses.

**Subcontractor:** (a) an individual, agency, or organization to which a Provider Entity has contracted or delegated some of its management functions or responsibilities of providing medical care to its patients; or (b) an individual, agency, or organization with which a fiscal agent has entered into a contract, agreement, purchase order, or lease to obtain space, supplies, equipment, or services provided under the Medicaid agreement.

**Supplier:** an individual, agency, or organization from which a provider purchases goods or services used in carrying out its responsibilities under Medicaid (e.g. a commercial laundry, manufacturer of hospital beds, or pharmaceutical firm).

**Wholly Owned Supplier:** a Supplier whose total ownership interest is held by the Provider Entity or by a person(s) or other entity with an ownership or control interest in the Provider Entity.