LAKESHORE REGIONAL ENTITY

ATTACHMENT 1

Meeting Minutes (proposed)

SUD OVERSIGHT POLICY BOARD

Wednesday, September 28, 2022 4:00 PM

Board Room - Community Mental Health of Ottawa County

12265 James Street, Holland, MI 49424

1. Call to Order: Chair

2. Roll Call/Introductions: Chair

3. Public Comment: Chair

4. Conflict of Interest: Chair

5. Review/Approval of Agenda-Chair (Attachment 1)
   Suggested Motion: To approve the September 28, 2022, LRE Oversight Policy Board meeting agenda as presented.

6. Review/Approval of Minutes-Chair (Attachment 2)
   Suggested Motion: To approve the March 2, 2022, LRE Oversight Policy Board meeting minutes as presented.

7. Old Business

8. New Business
   FY23 Budget Proposal –Maxine Coleman *(Attachment 3)*
   Suggested Motion: The Oversight Policy Board:
   (a) Approves the allocation of PA2 funds for the FY23 LRE SUD Budget as summarized in Attachment 3.
   (b) Advises and recommends that the LRE Board approve the non-PA2 fund budgets for SUD services

   FY22 Budget Amendment #2 *(Attachment 4)*
   Suggested Motion: To approve FY22 Budget Amendment #2 as presented

9. Finance Report (Maxine Coleman)
   a. Statement of Activities *(Attachment 5)*

10. State/Regional Updates (Stephanie VanDerKooi/Amanda Tarantowski/Amy Embury)
    a. Bylaws/Operating Agreement Updates *(Attachment 6, 7)*
    b. LRE Staffing Updates - Organizational Chart *(Attachment 8)*
    c. LRE Strategic Planning
    d. Grant Updates

i. ARPA Funds
ii. COVID-19
iii. SOR II
iv. Gambling Disorders
v. Smoking Cessation

11. Prevention Updates – Amy Embury
    a. Synar *(Attachment 9)*
    b. TalkSooner *(Attachment 10)*
    c. SUD Conference – Grand Rapids – September 18-20, 2022

12. SUD Treatment Updates – Amanda Tarantowski
    a. 2Q22 SUD Treatment Evaluation Data *(Attachment 11)*
    b. Treatment Manual

13. Next Meeting
    December 7, 2022 – 4:00 PM
    CMHOC Board Room

LAKESHORE REGIONAL ENTITY

ATTACHMENT 2

Meeting Minutes

SUD OVERSIGHT POLICY BOARD

Wednesday, March 2, 2022 4:00 PM

Board Room – CMH of Ottawa County

12265 James Street, Holland, MI 49424

CALL TO ORDER – Chair

Mr. Sweeney called the March 2, 2022 LRE Oversight Policy Board meeting at 4:03 p.m.

ROLL CALL/INTRODUCTION– Chair

Present at Roll Call:

MEMBER	P	A		MEMBER	P	A
Martha Burkett	x			Dawn Martin		x
Shelly Cole-Mickens	x			David Parnin		x
Mark DeYoung	x			Stan Ponstein	x	
Henry Fuhs		x		Andrew Sebolt	x	
Marcia Hovey-Wright		x		Sarah Sobel	x	
Rebecca Lange		x		James Storey		x
Richard Kanten	x			Patrick Sweeney	x	
				Doug Zylstra	x	

PUBLIC COMMENT – Chair

No public comment offered

CONFLICT OF INTEREST – Chair

No Conflicts Declared

REVIEW/APPROVAL OF AGENDA – Chair

OPB 22-01 Motion: To approve the March 2, 2022, LRE Oversight Policy Board meeting agenda as presented.

Moved by: Sebolt Support: DeYoung

MOTION CARRIED

REVIEW/APPROVAL OF MINUTES-CHAIR (ATTACHMENT 2)

OPB 22-02 Motion: To approve the December 1, 2021, LRE Oversight Policy Board meeting minutes as presented.

Moved by: Sebolt Support: DeYoung

MOTION CARRIED

OLD BUSINESS

No Old Business

NEW BUSINESS

Nomination and Election of Officers – Patrick Sweeney

Mr. Sweeney invited nominations from the floor to fill officer seats for the coming year, Ms. Sobel nominated Mr. Sweeney to Serve as the LRE Oversight Policy Board Chair. Mr. Sweeney nominated Mr. Sebolt to serve as Vice Chair and Ms. Sobel to Serve as Secretary. No additional nominations were made.

OPB 22-01 Motion: To approve the nominations for Patrick Sweeney to serve as Chair, Mr. Sebolt to serve as Vice Chair, and Ms. Sobel to serve Secretary, all for a term of one year.

Moved by: DeYoung Support: Ponstein

MOTION CARRIED

FINANCE REPORT

Statement of Activities

through January 31, 2022, both SUD Block Grant and SOR Grant reflect expenditures to be less than budgeted. As the year progresses, it is expected that funds that have been allocated will be spent. The first two PA2 payments are expected in April.

The most recent reginal bucket report for Medicaid SUD reflects an anticipated surplus in FY22 of $1.4 million. Any excess funds will be applied to savings.

SUD Rate Group Updates

- As of October 1, 2021, a common state-wide assessment tool, the ASAM Continuum, was adopted. Providers have indicated that the tool is time consuming and difficult to complete. The regional SUD Rate Group has proposed increasing the assessment rate to address the concern; the increase has been approved by the regional CMHSP Finance Managers and Executive Directors. The increase and will be in place until September 30, 2022, at which time the LRE will reassess.
- Detox Rate – the only provider in the region is Salvation Army Turning Point. The organization has been struggling to keep professionals on staff. There is a regional goal to increase the detox rates in the region to provide a more sustainable rate.

STATE/REGIONAL UPDATES (Stephanie VanDerKooi/Amanda Tarantowski/Amy Embury)

Beacon Health Options - On December 29, correspondence was presented to Beacon Health Options indicating that their contract will be terminated effective June 30, 2022. LRE Staff are working with Beacon on transition planning. Current focus is on bringing Compliance, Customer Services, and the Medical Director functions back to the LRE prior to the June 30 date. Mr. DeYoung reported that the transition is going well and new staff are working well together.

MDHHS/LRE Settlement Agreement

After having been on Sanctions for more than two years due to budgetary deficits, the state has now engaged in a full-term contract with the LRE. There are some added reporting

requirements included with the agreement. Negotiations continue with regard to settling past deficits.

Bylaws/Operating Agreement Updates
LRE Board has been reviewing the bylaws and Operating Agreement and recommended changes are being discussed. Final revised documents will be shared with the OPB when complete. Redline versions are available on the LRE Website.

Policy Updates
All LRE Policies and Procedures have been under review and are being presented to the Board of Directors for approval.

PREVENTION UPDATES

Miranda/Vaping Project
A media campaign, In partnership with Seyferth Marketing, has been developed. Five individual segments are being produced focusing on specific areas. The segments will be compiled into a 30-minute program to be aired on 4/20/22. Miranda and WoodTV are conducting the interviews and creating the final product. Information can be found on the TalkSooner website and Facebook page.

Prevention Services Summary of Activities FY 21 Report
Report developed by KWB Strategies outlines regional prevention service activities for the past fiscal year. There have been obstacles in obtaining some survey responses, likely due to the pandemic and related issues.

Gambling Disorders Grant Grant: The Annual Gambling Symposium starts March 3, 2022, focusing on gambling disorders and prevention. Regionally, there is activity underway for Gambling Disorders Awareness Month (March).

Smoking Cessation Grant – The region has been awarded a grant to fund smoking cessations programs. All five CMHSPs have introduced a smoking cessation program using the same curriculum. The region has reapplied for an addiitional two years include a request for additional funding so each CMH can continue their work and build on what has been developed.

SUD TREATMENT UPDATES
The Mobile Health Unit being funded through the State Opioid Response (SOR) II Grant is operational. There were 169 individuals from Allegan, Ottawa, and Kent in the month of January who received harm reduction services. The Red Project is working to have full medical services running out of the van.

1Q22 Treatment Data
New metrics to be used in the coming year were reviewed

NEXT MEETING
September 7, 2022 – 4:00 PM
CMHOC Board Room

As there are no agenda items, the June meeting will be canceled; next meeting of the group will be September.

OTHER
Stan Ponstein will work to help fill the Kent County vacancies.

ADJOURN
Motion: To adjourn the March 3, 2022 LRE Oversight Policy Board Meeting
Moved by: Kanten Support: Sebolt
MOTION CARRIED

Mr. Sweeney adjourned the March 3, 2022 LRE Oversight Policy Board Meeting at 4:57 pm

Patrick Sweeney, OPB Chair

Sarah Sobel, Secretary

ATTACHMENT 3

Lakeshore Regional Entity
Oversight Policy Board

ACTION REQUEST

SUBJECT: FY2023 LRE SUD Budget

- Approval of PA2 Funds
- Advice and Recommendation to LRE Board for Budgets Containing non-PA2 Funds

MEETING DATE: September 28, 2022

PREPARED BY: Stacia Chick, LRE Chief Financial Officer

RECOMMENDED MOTION:

The Oversight Policy Board:

(a) Approves the allocation of PA2 funds for the LRE SUD Budget as summarized below.

(b) Advises and recommends that the LRE Board approve the non-PA2 fund budgets for SUD services as summarized below.

PROPOSED TO GO TO THE BOARD ON SEPTEMBER 15, 2022

SUMMARY OF REQUEST/INFORMATION:

- Public Act 500 of 2012 requires each PIHP region to establish an Oversight Policy Board with certain roles and responsibilities relative to substance abuse services.
- The Lakeshore Regional Entity Oversight Policy Board is the Oversight Policy Board for Region 3 PIHP.
- Among other functions, the Oversight Policy Board is responsible to approve budgets which contain local funds and to advise and recommend budgets containing non-local funds to the LRE board for services within the region.

STAFF: Stacia Chick, LRE Chief Financial Officer **DATE:** September 15, 2022

FY2023 LRE SUD Budget Summary:

PREVENTION (direct by LRE)	PA2	Block Grant	SOR	ARPA	COVID-19	Gambling	DFC	Medicaid	Healthy Michigan	Total
Allegan County	$ 90,039	$ 214,011	$ 39,000	$ 16,666	$ 36,369	$ -	$ -	$ -		$ 396,085
Kent County	$ 699,091	$ 271,909	$ 65,000	$ 47,264	$ 166,397	$ 31,000	$ -	$ -	$ -	$ 1,280,661
Lake County	$ 3,533	$ 12,175	$ -	$ -	$ -	$ 10,666	$ -	$ -	$ -	$ 26,374
Oceana County	$ 10,148	$ 19,621	$ -	$ -	$ -	$ 10,666	$ -	$ -	$ -	$ 40,435
Mason County	$ 35,000	$ 25,463	$ 37,200	$ 14,766	$ -	$ 10,668	$ 100,000	$ -	$ -	$ 223,097
Muskegon County	$ 64,793	$ 342,364	$ 20,000	$ 18,336	$ 48,192	$ 31,000	$ -	$ -	$ -	$ 524,685
Ottawa County	$ 354,585	$ 133,340	$ 53,000	$ 49,528	$ 45,824	$ 27,400	$ -	$ -	$ -	$ 663,677
LRE Regional Projects	$ -	$ 86,500	$ -	$ 22,500	$ -	$ 79,000	$ -	$ -	$ -	$ 188,000
LRE Staffing	$ -	$ 142,899	$ 41,090	$ -	$ -	$ 39,600	$ 25,000	$ -	$ -	$ 248,589
Unallocated	$ -	$ -	$ -	$ -	$ 104,372	$ -	$ -	$ -	$ -	$ 104,372
PREVENTION TOTAL	$ 1,257,189	$ 1,248,282	$ 255,290	$ 169,060	$ 401,154	$ 240,000	$ 125,000	$ -	$ -	$ 3,695,975

TREATMENT (delegated to CMH members)	PA2	Block Grant	SOR	ARPA	COVID-19	Gambling	DFC	Medicaid	Healthy Michigan	Total
Allegan	$ 101,887	$ 454,395	$ 278,375	$ -	$ 218,597	$ -	$ -	$ 730,726	$ 1,541,824	$ 3,325,804
Healthwest	$ 355,144	$ 903,290	$ 964,454	$ 100,000	$ 293,580	$ -	$ -	$ 1,897,354	$ 4,222,890	$ 8,736,711
Network 180	$ 1,228,280	$ 2,524,216	$ 1,246,476	$ 175,000	$ 240,367	$ -	$ -	$ 4,481,652	$ 10,362,966	$ 20,258,958
Ottawa	$ 210,615	$ 858,610	$ 257,295	$ 200,000	$ 341,870	$ -	$ -	$ 1,138,491	$ 2,794,857	$ 5,801,737
West Michigan (Lake, Mason Oceana)	$ 96,016	$ 358,839	$ 198,900	$ -	$ 67,800	$ -	$ -	$ 673,840	$ 1,451,130	$ 2,846,525
LRE Staffing	$ -	$ 75,000	$ 250,768	$ -	$ 10,000	$ -	$ -	$ 188,079	$ 415,412	$ 939,259
TREATMENT TOTAL	$ 1,991,942	$ 5,174,350	$ 3,196,268	$ 475,000	$ 1,172,214	$ -	$ -	$ 9,110,142	$ 20,789,079	$ 41,908,995
TOTAL PREVENTION & TREATMENT	$ 3,249,131	$ 6,422,632	$ 3,451,558	$ 644,060	$ 1,573,368	$ 240,000	$ 125,000	$ 9,110,142	$ 20,789,079	$ 45,604,969

Lakeshore Regional Entity
FY 2023 SUD Budget

Prevention	Initial FY22 Allocation	Proposed FY23 Allocation	Block Grants	SOR	Amer Rescue Plan Act	COVID-19	PA2	Gambling	DFC
Allegan County									
OnPoint (Allegan Co CMH)	329,850	396,085	214,011	39,000	16,666.00	36,369	90,039	-	-
Total	329,850	396,085	214,011	39,000	16,666	36,369	90,039	-	-
Kent County									
Arbor Circle	111,000	151,410	45,950	-	-	40,410	65,050	-	-
Family Outreach	88,243	161,073	27,467	-	13,930	53,143	35,533	31,000	-
Kent County Health Department	387,000	403,667	54,839	65,000	16,667	-	267,161	-	-
Network 180	350,000	382,434	79,687	-	-	32,434	270,313	-	-
Salvation Army	18,299	-	-	-	-	-	-	-	-
Wedgwood	157,335	182,077	63,966		16,667	40,410	61,034	-	-
Total	1,111,877	1,280,661	271,909	65,000	47,264	166,397	699,091	31,000	-
Lake County									
District Health Department #10	34,341	26,374	12,175	-	-	-	3,533	10,666	-
Total	34,341	26,374	12,175	-	-	-	3,533	10,666	-
Oceana County									
District Health Department #10	153,335	40,435	19,621	-	-	-	10,148	10,666	-
Total	153,335	40,435	19,621	-	-	-	10,148	10,666	-
Mason County									
District Health Department #10	89,164	223,097	25,463	37,200	14,766	-	35,000	10,668	100,000
Total	89,164	223,097	25,463	37,200	14,766	-	35,000	10,668	100,000
Muskegon County									
Arbor Circle (Muskegon Co)	12,500	36,596	12,500	-	-	24,096	-	-	-
Public Health Muskegon County	385,000	395,168	294,025	20,000	9,168	-	40,975	31,000	-
Mercy Health	59,657	92,921	35,839	-	9,168	24,096	23,818	-	-
Total	457,157	524,685	342,364	20,000	18,336	48,192	64,793	31,000	-
Ottawa County									
Arbor Circle (Ottawa Co)	325,800	442,220	116,823	25,000	31,908	22,912	218,177	27,400	-
CMH of Ottawa County	51,000	92,722	-	-	8,810	22,912	61,000	-	-
Ottawa County Department of Public Health	73,300	128,735	16,517	28,000	8,810	-	75,408	-	-
Total	450,100	663,677	133,340	53,000	49,528	45,824	354,585	27,400	-
LRE Regional Projects (TalkSooner, Trainings, Conference, Tech. Assistance, Family Meals Month)	135,368	188,000	86,500	-	22,500	-	-	79,000	-
LRE Staffing	197,259	248,589	142,899	41,090	-	-	-	39,600	25,000
Unallocated	-	104,372	-	-	-	104,372	-	-	-
Total	332,627	540,961	229,399	41,090	22,500	104,372	-	118,600	25,000
Overall Prevention Total	2,958,451	3,695,975	1,248,282	255,290	169,060	401,154	1,257,189	240,000	125,000

Treatment	Initial FY22 Allocation	Proposed FY23 Allocation	Block Grants (incl. SDA)	SOR	Amer Rescue Plan Act	COVID-19	PA2	Medicaid	Healthy Michigan
OnPoint (Allegan Co CMH)	2,465,964	3,325,804	454,395	278,375	-	218,597	101,887	730,726	1,541,824
Healthwest	6,422,216	8,736,711	903,290	964,454	100,000	293,580	355,144	1,897,354	4,222,890
Network 180	15,565,627	20,258,958	2,524,216	1,246,476	175,000	240,367	1,228,280	4,481,652	10,362,966
CMH of Ottawa County	4,042,258	5,801,737	858,610	257,295	200,000	341,870	210,615	1,138,491	2,794,857
West Michigan CMH (Lake, Mason Oceana)	2,190,529	2,846,525	358,839	198,900	-	67,800	96,016	673,840	1,451,130
LRE Staffing & Regional Projects	665,763	939,259	75,000	250,768	-	10,000	-	188,079	415,412
Overall Treatment Total	31,352,356	41,908,995	5,174,350	3,196,268	475,000	1,172,214	1,991,942	9,110,142	20,789,079
SUD Total Prevention + Treatment:	**34,310,807**	**45,604,969**	**6,422,632**	**3,451,558**	**644,060**	**1,573,368**	**3,249,131**	**9,350,142**	**20,914,079**

ATTACHMENT 4

Lakeshore Regional Entity
Oversight Policy Board

ACTION REQUEST

SUBJECT: FY2022 LRE SUD Budget Amendment #2

- Approval of PA2 Funds
- Advice and Recommendation to LRE Board for Budgets Containing non-PA2 Funds

MEETING DATE: September 7, 2022

PREPARED BY: Stacia Chick, LRE Chief Financial Officer

RECOMMENDED MOTION:

The Oversight Policy Board:

(a) Approves the allocation of PA2 funds for the LRE SUD Budget Amendment #2 as summarized below.

(b) Advises and recommends that the LRE Board approve the non-PA2 fund budgets for SUD services as summarized below.

PROPOSED TO GO TO THE BOARD ON SEPTEMBER 15, 2022

SUMMARY OF REQUEST/INFORMATION:

- Public Act 500 of 2012 requires each PIHP region to establish an Oversight Policy Board with certain roles and responsibilities relative to substance abuse services.
- The Lakeshore Regional Entity Oversight Policy Board is the Oversight Policy Board for Region 3 PIHP.
- Among other functions, the Oversight Policy Board is responsible to approve budgets which contain local funds and to advise and recommend budgets containing non-local funds to the LRE board for services within the region.

STAFF: Stacia Chick, LRE Chief Financial Officer **DATE:** September 7, 2022

FY2022 LRE SUD Budget Amendment #2 Summary:

PREVENTION (direct by LRE)	PA2	Block Grant	SOR II	DFC	COVID-19	Gambling	MI Youth TX	Medicaid	Healthy Michigan	Total
Allegan County	$ 60,039	$ 245,811	$ 214,772	$ -	$ 47,829	$ -	$ -	$ -		$ 568,451
Kent County	$ 652,829	$ 318,171	$ 222,872	$ -	$ 343,405	$ 43,542	$ -	$ -	$ -	$ 1,580,819
Lake County	$ 3,266	$ 12,975	$ 10,000	$ -	$ 5,260	$ 8,100	$ -	$ -	$ -	$ 39,601
Oceana County	$ 10,148	$ 20,087	$ 37,925	$ 143,424	$ 16,748	$ 8,100	$ -	$ -	$ -	$ 236,432
Mason County	$ 35,000	$ 27,064	$ 20,000	$ -	$ 43,782	$ 8,100	$ -	$ -	$ -	$ 133,946
Muskegon County	$ 34,793	$ 373,364	$ 26,913	$ -	$ 143,259	$ 26,306	$ -	$ -	$ -	$ 604,635
Ottawa County	$ 272,452	$ 182,971	$ 39,597	$ -	$ 96,514	$ 20,000	$ -	$ -	$ -	$ 611,534
LRE Regional Projects	$ -	$ 80,000	$ -	$ -	$ 40,007	$ 79,000	$ -	$ -	$ -	$ 199,007
LRE Staffing	$ -	$ 147,839	$ 8,180	$ 30,100	$ -	$ 28,158	$ -	$ -	$ -	$ 214,277
PREVENTION TOTAL	$ 1,068,527	$ 1,408,282	$ 580,259	$ 173,524	$ 736,804	$ 221,306	$ -	$ -	$ -	$ 4,188,702

TREATMENT (delegated to CMH members)	PA2	Block Grant	SOR II	SDA	COVID-19	Gambling	MI Youth TX	Medicaid	Healthy Michigan	Total
OnPoint (Allegan Co CMH)	$ 85,359	$ 449,997	$ 205,000	$ 17,574	$ 289,436	$ -	$ -	$ 669,180	$ 1,407,848	$ 3,124,394
Healthwest	$ 250,783	$ 759,261	$ 670,453	$ 34,936	$ 628,011	$ -	$ -	$ 1,742,576	$ 3,855,861	$ 7,941,881
Network 180	$ 1,200,609	$ 2,458,973	$ 778,995	$ 267,070	$ 492,940	$ -	$ -	$ 4,092,516	$ 9,465,781	$ 18,756,884
Ottawa	$ 133,000	$ 712,300	$ 17,000	$ -	$ 336,387	$ -	$ -	$ 1,034,111	$ 2,516,404	$ 4,749,202
West Michigan (Lake, Mason Oceana)	$ 100,581	$ 344,961	$ 75,000	$ -	$ 100,000	$ -	$ -	$ 618,515	$ 1,336,236	$ 2,575,293
LRE Staffing	$ -	$ 75,000	$ 7,000	$ -	$ 18,413	$ -	$ -	$ 194,429	$ 441,874	$ 736,716
Beacon (SUD)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 97,294	$ 191,236	$ 288,530
TREATMENT TOTAL	$ 1,770,332	$ 4,800,492	$ 1,753,448	$ 319,580	$ 1,865,187	$ -	$ -	$ 8,448,622	$ 19,215,241	$ 38,172,901

TOTAL PREVENTION & TREATMENT	$ 2,838,859	$ 6,208,774	$ 2,333,707	$ 493,104	$ 2,601,991	$ 221,306	$ -	$ 8,448,622	$ 19,215,241	$ 42,361,603

Lakeshore Regional Entity
FY 2022 SUD Budget

Prevention	FY22 Am #1	Proposed FY22 Am #2	Block Grants	SOR II	DFC	COVID-19	PA2	Gambling	MI Youth Tx Improv & Enhnc
Allegan County									
OnPoint (Allegan Co CMH)	377,679	568,451	245,811	214,772	-	47,829	60,039	-	-
Total	377,679	568,451	245,811	214,772	-	47,829	60,039	-	-
Kent County									
Arbor Circle	164,143	164,143	45,950	-	-	53,143	65,050	-	-
Family Outreach	141,386	181,386	27,467	-	-	93,143	35,533	25,243	-
Grand Rapids Red Project	151,181	150,000	-	150,000	-	-	-	-	-
Kent County Health Department	440,143	484,015	101,101	72,872	-	89,143	220,899	-	-
Network 180	403,143	391,833	79,687	-	-	41,833	270,313	-	-
Salvation Army	18,299	18,299	-	-	-	-	-	18,299	-
Wedgwood	195,981	191,143	63,966	-	-	66,143	61,034	-	-
Total	1,514,276	1,580,819	318,171	222,872	-	343,405	652,829	43,542	-
Lake County									
District Health Department #10	39,601	39,601	12,975	10,000	-	5,260	3,266	8,100	-
Total	39,601	39,601	12,975	10,000	-	5,260	3,266	8,100	-
Oceana County									
District Health Department #10	170,083	236,432	20,087	37,925	143,424	16,748	10,148	8,100	-
Total	170,083	236,432	20,087	37,925	143,424	16,748	10,148	8,100	-
Mason County									
District Health Department #10	104,946	133,946	27,064	20,000	-	43,782	35,000	8,100	-
Total	104,946	133,946	27,064	20,000	-	43,782	35,000	8,100	-
Muskegon County									
Arbor Circle (Muskegon Co)	44,189	44,189	12,500	-	-	31,689	-	-	-
Public Health Muskegon County	416,689	445,004	325,025	26,913	-	55,785	10,975	26,306	-
Mercy Health	91,346	115,442	35,839	-	-	55,785	23,818	-	-
Total	552,224	604,635	373,364	26,913	-	143,259	34,793	26,306	-
Ottawa County									
Arbor Circle (Ottawa Co)	405,932	411,652	165,954	25,720	-	30,132	169,846	20,000	-
CMH of Ottawa County (Opiate) via PA2	81,132	64,073	-	-	-	13,250	50,823	-	-
Ottawa County Department of Public Health	103,432	135,809	17,017	13,877	-	53,132	51,783	-	-
Total	590,496	611,534	182,971	39,597	-	96,514	272,452	20,000	-
LRE Regional Projects (TalkSooner, Trainings, Conference, Tech. Assistance, Family Meals Month)	326,556	199,007	80,000	-	-	40,007	-	79,000	-
LRE Staffing	197,259	214,277	147,839	8,180	30,100	-	-	28,158	-
Total	523,815	413,284	227,839	8,180	30,100	40,007	-	107,158	-
Overall Prevention Total	3,873,120	4,188,702	1,408,282	580,259	173,524	736,804	1,068,527	221,306	-

Treatment	FY22 Am #1	Proposed FY22 Am #2	Block Grants	SOR II	SDA	COVID-19	PA2	Medicaid	Healthy Michigan
OnPoint (Allegan Co CMH)	3,012,868	3,124,394	449,997	205,000	17,574	289,436	85,359	669,180	1,407,848
Healthwest	7,697,846	7,941,881	759,261	670,453	34,936	628,011	250,783	1,742,576	3,855,861
Network 180	17,933,945	18,756,884	2,458,973	778,995	267,070	492,940	1,200,609	4,092,516	9,465,781
CMH of Ottawa County	5,123,776	4,749,202	712,300	17,000	-	336,387	133,000	1,034,111	2,516,404
West Michigan CMH (Lake, Mason Oceana)	2,644,522	2,575,293	344,961	75,000	-	100,000	100,581	618,515	1,336,236
LRE Staffing	722,050	736,716	75,000	7,000	-	18,413	-	194,429	441,874
Beacon (SUD)	366,853	288,530	-	-	-	-	-	97,294	191,236
Overall Treatment Total	37,501,860	38,172,901	4,800,492	1,753,448	319,580	1,865,187	1,770,332	8,448,622	19,215,241
SUD Total Prevention + Treatment:	**41,374,980**	**42,361,603**	**6,208,774**	**2,333,707**	**493,104**	**2,601,991**	**2,838,859**	**8,669,928**	**19,215,241**

ATTACHMENT 5

Lakeshore Regional Entity
Substance Use Disorders
FY22 Block Grant Expenditures

Block Grant	Year Ending 9/30/2022 FY22 Budget Amendment #1	Year To Date 7/31/2022 FY22 Budget to Date	Actual	Budget to Actual Variance
Operating Revenues				
SUD Block Grant (includes SDA)	6,420,498	5,350,415	4,198,274	1,152,141
SUD Block Grant SOR	2,084,230	1,736,858	1,032,562	704,296
SUD Block Grant Gambling	240,000	200,000	137,569	62,431
SUD Block Grant COVID	2,911,811	2,426,509	984,012	1,442,497
Drug Free Communities (DFC) Grant	125,000	104,167	108,186	(4,019)
SUD Block Grant MYTIE	17,838	14,865	0	14,865
Total Operating Revenues	11,799,377	9,832,814	6,460,603	3,372,211
Expenditures - Treatment				
LRE Indirect Administration - Treatment	75,000	62,500	23,524	38,976
LRE Indirect Administration - COVID	18,413	15,344	0	15,344
Treatment Payments to Members				
OnPoint (Allegan Co CMH) - Treatment	454,395	378,663	135,698	242,964
OnPoint (Allegan Co CMH) - SOR	205,000	170,833	58,292	112,541
OnPoint (Allegan Co CMH) - COVID	285,655	238,046	17,076	220,970
Healthwest - Treatment	864,937	720,781	405,640	315,141
Healthwest SOR	549,052	457,543	477,956	(20,412)
Healthwest - COVID	571,165	475,971	156,653	319,318
Network180 - Treatment	2,524,216	2,103,513	1,870,932	232,581
Network 180 - SOR	835,193	695,994	310,110	385,884
Network180 - COVID	597,267	497,723	312,196	185,527
CMH of Ottawa County - Treatment	896,963	747,469	696,933	50,536
CMH of Ottawa County - SOR	36,000	30,000	15,215	14,785
CMH of Ottawa County - COVID	671,219	559,349	191,628	367,722
West Michigan CMH - Treatment	358,839	299,033	247,609	51,423
West Michigan CMH - SOR	118,805	99,004	57,758	41,247
West Michigan CMH - COVID	191,288	159,407	32,636	126,771
Expenditures - Prevention				
LRE Direct & Regional Administration - Prevention	176,470	147,058	191,994	(44,935)
LRE Direct & Regional Administration - COVID	40,007	33,339	0	33,339
LRE Direct & Regional Administration - Prevention SOR	165,180	137,650	62,525	75,125
LRE Direct Administration - Gambling	117,158	97,632	72,248	25,383
LRE Direct Administration - DFC	25,000	20,833	17,409	3,424

Substance Use Disorders
FY22 Block Grant Expenditures - *page 2*

Expenditures - Prevention - continued

OnPoint (Allegan Co CMH) - Prevention	214,811	179,009	215,237	(36,228)
OnPoint (Allegan Co CMH) - Prevention SOR	25,000	20,833	19,925	908
OnPoint (Allegan Co CMH) - Prevention COVID	47,829	39,858	29,372	10,486
Arbor Circle / Pathways - Prevention	176,073	146,728	172,357	(25,629)
Arbor Circle / Pathways - Prevention SOR	20,000	16,667	17,252	(586)
Arbor Circle / Pathways - Prevention Gambling	20,000	16,667	14,817	1,849
Arbor Circle - COVID	114,964	95,803	71,100	24,704
District 10 Health Department - Prevention	59,392	49,493	59,126	(9,633)
District 10 Health Department - SOR	45,000	37,500	28,687	8,813
District 10 Health Department - COVID	37,790	31,492	62,252	(30,760)
District 10 Health Department - DFC	100,000	83,333	116,579	(33,246)
District 10 Health Department - Gambling	24,300	20,250	17,571	2,679
Family Outreach Center - Prevention	27,467	22,889	27,467	(4,578)
Family Outreach Center - Prevention Gambling	25,243	21,036	17,423	3,612
Family Outreach Center - COVID	53,143	44,286	33,971	10,314
Kent County Health Department - Prevention	101,101	84,251	101,101	(16,850)
Kent County Health Department - Prevention SOR	65,000	54,167	72,872	(18,705)
Kent County Health Department - COVID	53,143	44,286	84,966	(40,680)
Mercy Health - Prevention	35,839	29,866	35,839	(5,973)
Mercy Health - COVID	31,689	26,408	32,517	(6,109)
Network 180 - Prevention	79,687	66,406	79,687	(13,281)
Network 180 - COVID	53,143	44,286	22,746	21,540
Network 180 - SOR	0	0	2,213	(2,213)
Ottawa County Health Department - Prevention	17,317	14,431	16,517	(2,086)
Ottawa County Health Department - Prevention SOR	5,000	4,167	7,150	(2,983)
Ottawa County Health Department - COVID	30,132	25,110	40,127	(15,017)
Community Mental Health of Ottawa County - COVID	30,132	25,110	11,112	13,998
Public Health Muskegon County - Prevention	294,025	245,021	293,411	(48,391)
Public Health Muskegon County - Prevention Gambling	35,000	29,167	19,928	9,239
Public Health Muskegon County - Prevention SOR	15,000	12,500	3,730	8,770
Public Health Muskegon County - COVID	31,689	26,408	42,546	(16,139)
Salvation Army - Prevention Gambling	18,299	15,249	10,777	4,472
Wedgwood Christian Services - Prevention	63,966	53,305	63,966	(10,661)
Wedgwood Christian Services - COVID	53,143	44,286	28,438	15,848
Wedgwood Christian Services - MYTIE	17,838	14,865	0	14,865
Total Expenditures	11,799,377	9,832,814	7,226,813	2,606,001
Total Change in Net Assets	**0**	**0**	**(766,210)**	**766,210**

As of 8/31/22

Lakeshore Regional Entity
Substance Use Disorders
FY22 PA2 Expenditures

PA2	Year Ending 9/30/2022 FY22 Budget Amendment #1	Year To Date 7/31/2022 FY22 Budget to Date	Actual	Budget to Actual Variance
Operating Revenues				
PA2 Liquor Tax - Current FY	3,199,550	2,666,292	1,620,044	1,046,248
PA2 Liquor Tax - Reserves	0	0	0	0
Total Operating Revenues	3,199,550	2,666,292	1,620,044	1,046,248
Expenditures - Prevention				
OnPoint (Allegan Co CMH) - Prevention	308,216	256,847	43,674	213,172
Arbor Circle / Pathways - Prevention	65,050	54,208	147,869	(93,660)
District 10 Health Department - Prevention	48,148	40,123	23,919	16,204
Family Outreach Center - Prevention	35,533	29,611	23,368	6,243
Kent County Health Department - Prevention	220,899	184,083	189,519	(5,437)
Mercy Health - Prevention	23,818	19,848	6,717	13,131
Network 180 - Prevention	270,313	225,261	106,067	119,194
Community Mental Health of Ottawa County	51,000	42,500	49,279	(6,779)
Ottawa County Health Department - Prevention	50,983	42,486	33,883	8,603
Public Health Muskegon County - Prevention	40,975	34,146	2,250	31,896
Wedgwood Christian Services - Prevention	61,034	50,862	37,899	12,963
Expenditures - Treatment				
Treatment Payments to Members				
OnPoint (Allegan Co CMH)	114,013	95,011	0	95,011
Healthwest	358,554	298,795	44,696	254,099
Network180	1,200,609	1,000,508	180,224	820,283
CMH of Ottawa County	249,824	208,187	92,725	115,461
West Michigan CMH	100,581	83,818	0	83,818
Total Expenditures	3,199,550	2,666,292	982,090	1,684,202
Total Change in Net Assets	**0**	**0**	**637,953**	**(637,953)**

As of 8-31-22

Lakeshore Regional Entity
Substance Use Disorders
FY22 Medicaid Treatment Expenditures

Year To Date Through 7/31/22

CATEGORY	CMHSP Medicaid YTD Totals	LRE/Beacon Admin Med YTD Totals	LRE Medicaid Budget Totals	LRE % of Budget Spent
Total Expenditures for Treatment Services	$ 5,081,124.07	$ -	$ 6,707,935.50	75.75%
Women's Specialty Services	$ 296,631.55	$ -	$ 837,599.98	35.41%
Other Specialty Services	$ -	$ -	$ -	0.00%
Access Management System	$ 141,082.23	$ -	$ 140,202.18	100.63%
General Administration	$ 211,393.40	$ 85,668.99	$ 487,276.49	60.96%
GRAND TOTAL OF SA EXPENDITURES	**$ 5,730,231.25**	**$ 85,668.99**	**$ 8,173,014.15**	**71.16%**
SOURCE OF FUNDS				
Medicaid	$ 5,730,231.25	$ 85,668.99	$ 8,173,014.15	71.16%
Other: Local	$ -	$ -	$ -	0.00%
Other: Federal	$ -	$ -	$ -	0.00%
Fees	$ -	$ -	$ -	0.00%
TOTAL FUNDING	**$ 5,730,231.25**	**$ 85,668.99**	**$ 8,173,014.15**	**71.16%**

As of 8-31-22

Lakeshore Regional Entity
Substance Use Disorders
FY22 Healthy MI Plan Treatment Expenditures

Year To Date Through 7/31/22

CATEGORY	CMHSP HMP YTD Totals	LRE/Beacon Admin HMP YTD Totals	LRE HMP Budget Totals	LRE % of Budget Spent
Total Expenditures for Treatment Services	$ 7,020,639.56	$ -	$ 16,339,810.72	42.97%
Women's Specialty Services	$ 187,034.60	$ -	$ 567,560.76	32.95%
Other Specialty Services	$ -	$ -	$ -	0.00%
Access Management System	$ 190,682.04	$ -	$ 210,776.51	90.47%
General Administration	$ 316,383.24	$ 216,274.25	$ 933,710.18	57.05%
GRAND TOTAL OF SA EXPENDITURES	**$ 7,714,739.43**	**$ 216,274.25**	**$ 18,051,858.17**	**43.93%**
SOURCE OF FUNDS				
Healthy MI Plan	$ 7,714,739.43	$ 216,274.25	$ 18,051,858.17	43.93%
Other: Local	$ -	$ -	$ -	0.00%
Other: Federal	$ -	$ -	$ -	0.00%
Fees	$ -	$ -	$ -	0.00%
TOTAL FUNDING	**$ 7,714,739.43**	**$ 216,274.25**	**$ 18,051,858.17**	**43.93%**

As of 8-31-22

LAKESHORE REGIONAL ENTITY
OPERATING AGREEMENT
As Amended
August 10, 2022

PREAMBLE

The five Community Mental Health Services Programs (Members) have joined together to create a jointly governed Regional Entity operating as a Prepaid Inpatient Health Plan (PIHP) for the purpose of supporting and furthering the work of the Members in their roles as local providers of specialty mental health services in the counties served. Inherent in this action is the belief that the local Member is best suited to provide services well matched to the needs of the communities and citizens served. The Lakeshore Regional Entity (the "ENTITY") is established for the purpose of meeting the regulatory and statutory requirements best handled at the PIHP level, and other services as agreed, while not encumbering, but enhancing, the effort of the Members as local service providers. In serving and representing the counties of Allegan, Kent, Lake, Mason, Muskegon, Oceana and Ottawa, the ENTITY is dedicated to ensuring that equality in voice and governance exists, and that the benefit to the person participating in services is uniform, person centered, and locally available.

Members adopted a set of Principles to guide the organization and formation of the ENTITY, and influence future decisions: they are incorporated by reference. The ENTITY is founded on a shared governance structure, using standing committees to create avenues for input. Certain checks and balances are created to ensure that governance remains balanced and equal. The ENTITY exists to serve all Members, and all Members must a work collaboratively to ensure the ENTITY is successful in its core mission to be the State's Region #3 PIHP.

Such important decisions benefit from a thoughtful process that incorporates the voices of Members, stakeholders, and Member leadership, who bring local knowledge and expertise together to inform the plans, policies, and procedures that will create and sustain a healthy ENTITY, healthy Members, and a healthy array of beneficials services.

The Governing Board will be best served by a Chief Executive Officer (CEO) who is an accomplished administrator and facilitator, capable of bringing many and varied voices together to achieve consensus. The CEO must promote compliance, fiscal responsibility, quality programs, meaningful outcomes, and efficiencies that will funnel more resources to direct services. The Governing Board must also be served by an Operations Advisory Council that brings management expertise, local perspectives, local needs, and greater vision to the operation of the PIHP.

This Operating Agreement (the "Agreement") is revised as of this 10th day of August, 2022 by and between Lakeshore Regional Entity (the "ENTITY") and Kent County Mental Health Authority d/b/a Network180, West Michigan Community Mental Health System, Community Mental Health of Ottawa County, Community Mental Health Services of Muskegon County, d/b/a HealthWest and Allegan County Community Mental Health Services (collectively the "CMHSP Members", individually the "CMHSP Member").

RECITALS

A. The CMHSP Members have formed the ENTITY pursuant to MCL 330.1204b of the Mental Health Code, 1974 PA 258 to serve as the prepaid inpatient health plan ("PIHP") for the seven (7) counties designated by the Michigan Department of Health and Human Services ("MDHHS") as Region 3, by filing Bylaws with the Office of the Great Seal and the Clerks of each County in which the CMHSP Members are located.

B. The Bylaws for the ENTITY, set forth how the ENTITY will be governed and managed and incorporated by reference the Operating Agreement which must be entered into by each CMHSP Member to set forth the terms and conditions as to how the ENTITY will be operated.

C. The CMHSP Members desire to enter into this Operating Agreement to set forth the terms and conditions of the operation of the ENTITY.

NOW THEREFORE, in furtherance of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

ARTICLE I
DEFINITIONS

1.1 **BOARD OF DIRECTORS.** Means the governing body of the ENTITY, appointed by the CMHSP Members.

1.2 **BYLAWS.** Mean rules and regulations adopted by the ENTITY that govern all ongoing activities.

1.3 **CMHSP MEMBER (MEMBER).** Means a Community Mental Health Service Program within the Lakeshore Regional Entity (The ENTITY is a seven-county region for whom the ENTITY is the acting PIHP).

1.4 **COMMUNITY MENTAL HEALTH SERVICES PROGRAM (CMHSP).** Means a program operated under Chapter 2 of the Michigan Mental Health Code as a county community mental health agency, a community mental health authority, or a community mental health organization.

1.5 **ENTITY.** Means the Lakeshore Regional Entity formed pursuant to 1974 P.A. 258, as amended, MCL§330.1204b, a public governmental entity separates from the authority, county or organization that establishes it. (MCL §330.1204b(3)).

1.6 **MDHHS.** Means Michigan Department of Health and Human Services.

1.7 **MENTAL HEALTH CODE.** Means 1974 P.A. 258, as amended.

1.8 **OPERATING AGREEMENT.** Means this written agreement amongst the CMHSP Members and the Entity that describes the terms and conditions of the operation of the ENTITY, as approved by the CMHSP Members respective governing bodies. The ENTITY's Operating Agreement shall be incorporated in the Bylaws by reference.

1.9 **PERSONS SERVED.** Means a person receiving services from a CMHSP Member or a provider contracted with the CMHSP Member, also referred to as Person Served

ARTICLE 2
PURPOSE, OPERATING PHILOSOPHY, GUIDING PRINCIPLES, SCOPE AND AUTHORITY OF THE ENTITY

2.1 **PURPOSE**. The purpose of this Agreement is to provide the terms and conditions for the operation of the ENTITY to serve as the PIHP under contract with MDHHS which has been designated by MDHHS as Region 3.

2.2 **OPERATING PHILOSOPHY**. The ENTITY is dedicated to ensuring that equality in voice and governance exists, and that the benefit to the citizens meets Medicaid standards while being provided in ways that reflect the needs and resources of the communities in which each CMHSP Member operates. The ENTITY will foster each CMHSP Members' integration activities and locally driven work. The organization and operation of the ENTITY is based on a shared operating structure, using a committee-based system that creates many venues, allowing voices from across the region to be heard. It establishes certain checks and balances to ensure that governance remains balanced and equal and that the operation of the ENTITY is for service to the CMHSP Members in achieving high levels of regulatory compliance, quality of service, and fiscal

integrity. In these ways the ENTITY exists to serve in the best interest of and to the benefit of all CMHSP Members and their persons served.

This Operating Agreement sets forth the responsibilities of the ENTITY's Board of Directors, Chief Executive Officer and advisory councils.

2.3 **SCOPE AND AUTHORITY**. In addition to the authority granted to the ENTITY under the Mental Health Code and the Bylaws, the scope and authority of the ENTITY is to provide a framework for basic decision making, a structure for communicating among and between the ENTITY Board, administration and councils that is inclusive, collegial, equitable, responsive and conducted in the spirit of a collaborative partnership. It directs the inclusion of CMHSP Member representatives, provider representatives, appointed representatives, persons in service and stakeholders, and provides the means to address special needs as they present.

2.4 **ASSURANCE OF LOCAL AUTONOMY**. In fulfillment of the ENTITY's commitment to local autonomy and control, by the CMHSP Members and their community stakeholders which make up the region, the ENTITY will not mandate, prohibit, nor overturn an action (policy, procedure, or practice) by a CMHSP Member unless that action: violates Medicaid policy, or the requirements of the Medicaid Manual; violates state or federal law; violates the ENTITY's PIHP contract with MDHHS; violates generally accepted accounting principles (GAAP); is projected to cause the ENTITY, as a whole, to over-run its budget; or is projected to cause the ENTITY, as a whole, to leave ENTITY managed funds unspent/lapsed in the region above the level of funds, if any, that were planned to be unspent or lapsed in the most recently Board-approved budget of the ENTITY.

ARTICLE 3
GOVERNANCE, MANAGEMENT, OPERATIONS

3.1 **GOVERNANCE/MANAGEMENT**. Subject to the powers assigned to the CMHSP Members in the ENTITY Bylaws, the Board of Directors of the ENTITY as set forth in the Bylaws will govern and manage the business, property and affairs of the ENTITY.

3.2 **OPERATIONS ADVISORY COUNCIL**. The ENTITY Board shall create an Operations Advisory Council to advise the ENTITY's Chief Executive Officer concerning the operations of the ENTITY. It will inform, advise and work with the Chief Executive Officer to bring local perspectives, local needs, and greater vision to the operations of the ENTITY.

3.2.1 Responsibilities and Duties. The responsibilities and duties of the Operations Advisory Council shall include the following:

3.2.1.1Advise the Chief Executive Officer in the development of the long-term plans of the ENTITY;

3.2.1.2 Advise the Chief Executive Officer in establishing priorities for the Board's consideration, make recommendations to the Chief Executive Officer on policy and fiscal matters and may make task force recommendations;

3.2.1.3 Review recommendations from Finance, Quality Improvement, and Information Technology Regional Operations Advisory Teams (ROATs);

3.2.1.4 Shall undertake such other duties as may be delegated by the ENTITY Board.

3.2.1.5 Ensure that the ENTITY and all its Members comply with federal and state standards and regulation and assure compliance as described as described below in 3.3.

3.2.1 **COMPOSITION**. The Operations Advisory Council will consist of the Chief Executive Officers/Executive Directors of the ENTITY and the Members. Other staff from the CMHSP or the ENTITY may attend as requested by Operations Advisory Council.

3.2.2 **MEETING FREQUENCY.** The Operations Advisory Council will establish and sustain a regular schedule for standing committee meetings.

3.2.3 **REGIONAL OPERATIONAL ADVISORY TEAMS (ROAT).** The Operations Advisory Council with the concurrence of the Chief Executive Officer of the ENTITY may establish regional operational advisory teams (ROATs) for selected functional areas or specific activities (such as but not limited to IT, Clinical, Network, etc.). The ENTITY and Members will appoint staff to Region 3 operational advisory teams to represent functional areas within their respective organizations. ROATs must have a defined charter to be assembled and convened.

3.2.3.1 ROAT Composition will consist of each Member CEO/Executive Director appointing representatives from the Member area to serve

on committees. There will be equal representation and voting on all committees unless otherwise required by law.

3.3 **COMPLIANCE.** The ENTITY, the Members, the ENTITY Board of Directors, officers and staff will fully comply with all applicable laws, regulations and rules, including without limitation 1976 P.A. 267 (the "Open Meetings Act") and 1976 P.A. 422 (the "Freedom of Information Act"). The ENTITY Board of Directors will develop policies and procedures to address any noncompliance which will be incorporated herein by reference.

All parties recognize that the ENTITY, as the PIHP, holds different legal responsibilities than the Members. Throughout the implementation of this Operating Agreement, all parties enter into this arrangement in a spirit of good faith and cooperation. All parties recognize that the ENTITY may need to, at the discretion and with the advanced approval of ENTITY CEO and his/her designee conduct random audits and or reviews. Such activity would occur with timely notice to the Member Director to communicate rationale for the review and findings. Members acknowledge that the ENTITY is responsible in part for ensuring that covered services and administrative services furnished by and through Members are furnished and compensated in accordance with applicable laws and regulations. Accordingly, on behalf of itself and its network providers, Members acknowledge that the ENTITY has the right, responsibility and authority:

1. To detect and deter compliance violations by Members and network providers by any lawful means, including monitoring and announced audits.

2. To independently investigate alleged or suspected compliance violations by Members, a network provider, or an employee, owner, or governing body members of either.

Member agrees to cooperate in carrying out the ENTITY's compliance responsibilities.

Members are required to report to the ENTITY any activity found not to be consistent with established the ENTITY's policy and procedure.

Members acknowledge their obligation to submit all requested data and reports with timelines agreed upon.

ARTICLE 4
FINANCIAL

4.1 **ALLOCATION.** The ENTITY will provide for a funding system that is fair and uniform across Region 3.

4.1.1 **REVENUE DISTRIBUTION.**

4.1.1.1 **MEDICAID.** The primary source of the ENTITY's revenue will be Medicaid capitation received on a monthly basis from MDHHS. These payments will be for eligible enrollees covered by benefits or entitlements inclusive of, but not limited to, the Medicaid Contract, Autism Benefit, Substance Use Disorder Benefit and the Healthy Michigan (expanded Medicaid program), if any.

Effective June 1, 2022, the ENTITY will distribute Medicaid dollars, if any, to the Members using the same methodology as MDHHS allocates the dollars to the ENTITY, or as contractually required. The gross funding will be adjusted by required withholds and ENTITY administrative costs as defined in Section 4.1.3.1 and by Planned Funding Adjustments, which are defined as increases or decreases to a Member's Medicaid funding as approved in a plan as agreed upon by the Members and as determined in the ENTITY's policy and/or procedure. This will determine the net funding level.

4.1.1.2 **BLOCK GRANTS.** The ENTITY Chief Executive Officer will receive the notification of Block Grants. Notification of receipt will be forwarded to all Members of the ENTITY Board of Directors. Funding will be distributed based on the award.

4.1.1.3 **SUBSTANCE USE DISORDER (SUD).** Separate policies and/or procedures for SUD prevention and treatment services (block grant and Public Act (PA2) Liquor Tax funding) will be created in accordance with State requirements to ensure proper distribution, accounting and reporting related to these funds.

4.1.1.4 **OTHER REVENUE SOURCES.** In addition to the revenue sources identified above, the ENTITY may receive other revenue. Upon receipt, the ENTITY will distribute these funds to the appropriate Members, as contractually required, if applicable, or according to policy and/or procedure.

4.1.2 **RISK MANAGEMENT/TRANSITION FUNDING/SURPLUS FUNDS**. The ENTITY will establish policies and procedures to address Financial Risk Management, Transition Funding, and Surplus Funds

4.1.3 **CAPITAL AND OPERATING COSTS.**

4.1.3.1 **FINANCIAL SUPPORT FOR THE ENTITY.** Revenues for ENTITY expenses will come from current year regional revenues and approved by the ENTITY's Board of Directors.

4.1.3.2 **CAPTIAL.** As detailed in the Budget Section 4.5, the ENTITY can purchase and account for capital assets based on the approved budget.

4.1.3.3 **ENTITY ADMINISTRATIVE SURPLUS FUNDS.** Unspent ENTITY administrative funds (difference between the approved ENTITY administrative budgeted funds which have been withheld monthly by the ENTITY and actual funds spent) will become part of the overall Medicaid funds usable across the Region 3 for current operations. If the funds are not needed for operations, then they would be added to either the Medicaid Savings pooled funds or the ISF.

4.2 **ACCOUNTABILITY OF FUNDS**. The ENTITY Chief Financial Officer, with the assistance of the Chief Executive Officer, will provide the ENTITY Board with regular, detailed reports accounting for all the ENTITY's operations in accordance with ENTITY Board policy.

4.2.1 **CONTRACT RECONCILIATION**. Upon conclusion of each fiscal year of this Operating Agreement, final contract reconciliation shall be completed as a net cost settlement wherein the Medicaid funding prepaid by the ENTITY to each Member, and the total of the Member's expenditures pursuant to this Operating Agreement, will be reviewed and reconciled in direct accordance with the service and financial provisions hereunder. The contract reconciliation of this Operating Agreement will be completed in full compliance with MDHHS requirements and in accordance with the revenue and expenditure reconciliation process and requirements of the ENTITY's contract with MDHHS. The contract reconciliation for each fiscal year under this Operating Agreement will be completed in accordance with the timelines that have been established by ENTITY policy and/or procedure or contractual requirements.

4.2.2 **UNALLOWABLE COSTS/PAYBACKS.** Should a Member fail to fulfill its obligations as required under this Operating Agreement, resulting in unallowable Medicaid services and/or claims cost, it will not be reimbursed by the ENTITY for any such services and/or cost claims. The Member agrees to repay to the ENTITY any and all Medicaid payments made by the ENTITY to the Member for such unallowable services and/or cost claims. This reimbursement requirement will survive the dissolution of this Operating Agreement and repayment will be made by the Member to the ENTITY within sixty (60) days of the ENTITY's notification to the Member. In the event that the ENTITY, MDHHS, the State of Michigan, or the Federal

government ever determines in any final revenue and expenditure reconciliation and/or any final finance or service audit that a Member has been paid inappropriately per the ENTITY's expenditures of Medicaid funds pursuant to this Operating Agreement for services claims and/or cost claims of a Member which are later disallowed, the Member will repay the ENTITY for such disallowed payments within sixty (60) days of the ENTITY's final notification.

4.3 **PURCHASED CENTRALIZED SERVICES**. The ENTITY will be the manager of any centralized PIHP managed care services as provided in this Operating Agreement. The ENTITY may directly provide these services or arrange for provision by an outside vendor. The ENTITY may also choose to purchase its centralized services from a Member.

4.4 **RISK OBLIGATIONS (INSURANCE, REINSURANCE, INTERNAL SERVICE FUND)**. The ENTITY will establish and maintain an Internal Service Fund (ISF) to manage its primary risk exposure under the Medicaid Contract. The Internal Service Fund will be developed, used and maintained in a manner to comply with applicable MDHHS Contract requirements. The Internal Service Fund will be sufficient to manage the Region 3 Medicaid risk and will not exceed the amount of the shared risk corridor financing in the Medicaid Contract.

4.5 **BUDGETS.** Establishing Budget for the ENTITY: Consistent with Michigan Complied Law (MCL) Section 141.412, the ENTITY shall hold a public hearing on its proposed budget. Notice of the hearing shall be by publication in newspapers of general circulation within the regional unit at least six (6) days before the hearing. The notice shall include the time and place of the hearing and shall state the place where a copy of the budget is available for public inspection. The annual budget must be presented to the Board of Directors for approval prior to the beginning of the fiscal year. Amendments to the budget must be prepared by ENTITY staff and presented to the Board of Directors for approval prior to expenditures being made and prior to year-end. The Annual Budget shall include a capital equipment budget.

4.6 **LOCAL MATCH OBLIGATIONS.** State Law permits a contribution from internal resources. Local funds will be used as a bona fide part of the State match required under the Medicaid program in order to increase capitation payments.

4.6.1 **LOCAL MATCH SUMISSION.** Members will submit local funds as a bona fide source of match for Medicaid to the ENTITY on a quarterly basis. These

payments will be made in a reasonable timeframe to allow the ENTITY to process the local match payment to the State in accordance with the MDHHS payment schedule.

4.6.2 **LOCAL MATCH MONITORING.** The ENTITY and its Members will establish mechanisms to assure that the local match of each Member is funded and monitored no less than quarterly to assure adequacy of funding.

4.6.3 **RESPONSIBILITY TO NOTIFY.** Any Member that projects a problem or issue with local match funding will immediately notify the ENTITY Chief Financial Officer. A plan of correction will be completed and sent to the ENTITY Chief Financial Officer within ten (10) business days of the identification of the problem.

4.7 **ACCESS TO ACCOUNTING RECORDS**. The ENTITY shall maintain all pertinent financial and accounting records and evidence pertaining to this Operating Agreement based on financial and statistical records that can be verified by the Member and/or its auditors. Financial reporting shall be in accordance with generally accepted accounting principles and 2 CFR 200 (Cost Principles for State, Local and Indian Tribal Governments), as applicable to state and local governments, and as promulgated by the Governmental Accounting Standards Board (GASB).

The Members, the ENTITY Board, the Federal government, the State of Michigan, or their designated representatives shall be allowed to inspect, review, copy, and/or audit all financial records pertaining to this Operating Agreement.

4.8 **DEBT/THRESHHOLDS.** Unanimous vote of the Members shall be obtained prior to the ENTITY incurring a debt in excess of $150,000.

ARTICLE 5
DISPUTE

5.1 **DISPUTE RESOLUTION PROCESS.** Occasionally disputes may arise that cannot be resolved through amiable discussion. Any dispute between the Members and the ENTITY related to the interpretation or application of the Bylaws of the ENTITY or this Operating Agreement will be referred to Members for consideration pursuant to the procedures set forth in Section 5.1.1 thru 5.1.4. The resolution of said dispute will be final upon Majority vote of the ENTITY Board of Directors. Disputes between Members or Member/s and the ENTITY will be resolved as provided below. Dispute resolution procedures shall be conducted in accordance with the Conflict of Interest Policy.

5.1.1 **Step 1.** The Chief Executive Officer/Executive Director of the Members will attempt to resolve the dispute through discussion with each other or, as the case may be, and the ENTITY Chief Executive Officer.

5.1.2 **Step 2.** If the dispute remains unresolved, the Chief Executive Officer/Executive Director of the Member/s or the Chief Executive Officer of the ENTITY, as the case may be, will bring the matter to the Operations Advisory Council who will discuss the matter and render a written decision. The matter will be brought to the next scheduled Operations Committee who will discuss and render a decision within 15 calendar days

5.1.3 **Step 3.** If the dispute continues to be unresolved to the satisfaction of the Member/s or the ENTITY, the parties will provide a written description of the issue in dispute and propose a solution to the next scheduled ENTITY Board of Directors meeting. The ENTITY Board of Directors will have thirty (30) calendar days to provide a written decision.

5.1.4 **Step 4.** If the Member(s) or the ENTITY remain dissatisfied, the Member(s) or the ENTITY may seek mediation, arbitration or legal recourse as provided by law.

ARTICLE 6
PLANNING AND POLICY DEVELOPMENT

The ENTITY staff will lead the strategic planning efforts for the ENTITY and the ENTITY Board of Directors. Emphasis will be on a facilitative approach, engaging Board of Directors, Members, the Operations Committee, Persons Served, and Stakeholders in the process. ENTITY staff will be responsible for making final recommendations to the ENTITY Board of Directors.

Policies will be adopted as necessary by the ENTITY Board of Directors. The ENTITY staff will be responsible for oversight and implementation of policies. Policies will be developed in conjunction with the relevant operational advisory teams and relevant committees, including the Operations Committee. Recommendations on policies will be presented by the ENTITY staff to the ENTITY Board of Directors for consideration.

ARTICLE 7
HUMAN RESOURCES

7.1. **HUMAN RESOURCES**. With the exception of any limitations noted in the Bylaws, the ENTITY, where practical, shall directly employ the ENTITY staff. By exception, the Operations Committee may advise the Chief Executive Officer regarding the use of a contract or lease arrangement to secure professional services for established positions.

The Governing Board has sole responsibility for all hiring and retention decisions regarding the ENTITY CEO. The Operations Committee shall assist the Governing Board in this process as requested.

ARTICLE 8
TERM, TERMINATION

8.1 **TERM**. The term of this Operating Agreement will commence on the last date upon which all parties hereto have executed this Operating Agreement and will continue until terminated as provided in Section 8.2.

8.2 **TERMINATION**. This Operating Agreement will terminate upon the written agreement of unanimous vote of the Members pursuant to the procedures set forth in Section 3.3.2 of the ENTITY Bylaws; provided that all outstanding indebtedness of the ENTITY will be paid, and no contract of the ENTITY will be impaired by said dissolution. As soon as possible after dissolution of this Operating Agreement, the ENTITY will close out its affairs as provided in the Bylaws.

ARTICLE 9
AMENDMENTS

Any modifications, amendments, or waivers of any provision of this Operating Agreement may be made by the written consent of an unanimous vote CMHSP Members..

ARTICLE 10
MISCELLANEOUS

10.1 **ASSIGNMENT.** No party may assign its respective rights, duties or obligations under this Operating Agreement.

10.2 **NOTICES.** All notices or other communications authorized or required under this Operating Agreement will be given in writing, either by personal delivery or certified mail (return receipt requested) or electronically.

10.3 **ENTIRE AGREEMENT.** This Operating Agreement, including the Exhibits attached hereto and the documents referred to herein, embody the entire agreement and understanding between the parties hereto with respect to the subject matter hereof. Except for the ENTITY's Bylaws, there are no other agreements or understandings, oral or written, between the parties with respect to the subject matter hereof and this Operating Agreement supersedes all previous negotiations, commitments and writings with respect to the subject matter hereof.

10.4 **GOVERNING LAW.** This Operating Agreement is made pursuant to, and will be governed by, and construed, enforced and interpreted in accordance with, the laws and decisions of the State of Michigan.

10.5 **BENEFIT OF THE AGREEMENT.** The provisions of this Operating Agreement will not inure to the benefit of, or be enforceable by, any person or ENTITY other than the parties and any permitted successor or assign. No other person will have the right to enforce any of the provisions contained in this Operating Agreement including, without limitation, any employees, contractors or their representatives.

10.6 **ENFORCEABILITY AND SEVERABILITY.** In the event any provision of this Operating Agreement or portion thereof is found to be wholly or partially invalid, illegal or unenforceable in any judicial proceeding, then such provision will be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, or will be deemed excised from this Operating Agreement, as the case may require, and this Operating Agreement will be construed and enforced to the maximum extent permitted by law, as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

10.7 **CONSTRUCTION.** The headings of the sections and paragraphs contained in this Operating Agreement are for convenience and reference purposes only and will not be used in the construction or interpretation of this Operating Agreement.

10.8 **COUNTERPARTS.** This Operating Agreement may be executed in one or more counterparts, each of which will be considered an original, but together will, constitute one and the same agreement.

10.9 **EXPENSES.** Except as is set forth herein or otherwise agreed upon by the parties, each party will pay its own costs, fees and expenses of negotiating and consummating this Operating Agreement, the actions and agreements contemplated herein and all prior negotiations, including legal and other professional fees.

10.10 **REMEDIES CUMULATIVE.** All rights, remedies and benefits provided to the parties hereunder will be cumulative, and shall not be exclusive of any such rights, remedies and benefits or of any other rights, remedies and benefits provided by law. All such rights and remedies may be exercised singly or concurrently on one or more occasions.

10.11 **BINDING EFFECT.** This Operating Agreement will be binding upon the successors and permitted assigns of the parties.

10.12 **RELATIONSHIP OF THE PARTIES.** The parties agree that no party will be responsible for the acts of the ENTITY or of the employees, agents and servants of any other party, whether acting separately or in conjunction with the implementation of this Operating Agreement. The parties will only be bound and obligated under this Operating Agreement as expressly agreed to by each party and no party may otherwise obligate any other party.

10.13 **NO WAIVER OF GOVERNMENTAL IMMUNITY.** The parties agree that no provision of this Operating Agreement is intended, nor will it be construed, as a waiver by any party of any governmental immunity or exemption provided under the Mental Health Code or other applicable law.

ARTICLE 11
CERTIFICATION OF AUTHORITY TO SIGN THIS OPERATING AGREEMENT

The persons signing this Operating Agreement on behalf of the parties hereto certify by said signatures that they are duly authorized to sign this Operating Agreement on behalf of said parties, and that this Operating Agreement has been authorized by said parties pursuant to formal resolution(s) of the appropriate governing body(ies).

IN WITNESS WHEREOF, the parties hereto have entered into, executed and delivered this Operating Agreement as of the dates noted below.

BYLAWS OF LAKESHORE REGIONAL ENTITY
As Amended
August 10, 2022

ARTICLE 1
Definitions

1.1 BOARD OF DIRECTORS. Means the governing body of the ENTITY, appointed by the CMHSP Members.

1.2 BYLAWS. Mean rules and regulations adopted by the ENTITY that govern all ongoing activities.

1.3 CMHSP MEMBER (MEMBER). Means a Community Mental Health Service Program within the Lakeshore Regional Entity (The ENTITY is a seven-county region for whom the ENTITY is the acting PIHP).

1.4 COMMUNITY MENTAL HEALTH SERVICES PROGRAM (CMHSP). Means a program operated under Chapter 2 of the Michigan Mental Health Code as a county community mental health agency, a community mental health authority, or a community mental health organization.

1.5 ENTITY. Means the Lakeshore Regional Entity formed pursuant to 1974 P.A. 258, as amended, MCL§330.1204b, a public governmental ENTITY separates from the authority, county or organization that establishes it. (MCL §330.1204b(3)).

1.6 MDHHS. Means Michigan Department of Health and Human Services.

1.7 MENTAL HEALTH CODE. Means 1974 P.A. 258, as amended.

1.8 OPERATING AGREEMENT. Means this written agreement amongst the CMHSP Members and the ENTITY that describes the terms and conditions of the operation of the ENTITY, as approved by the CMHSP Members respective governing bodies. The ENTITY's Operating Agreement shall be incorporated in the Bylaws by reference.

1.9 PERSON SERVED. Means a person receiving services from a CMHSP Member or a provider contracted with the CMHSP Member, also referred to as Person Served.

ARTICLE 2
PURPOSES AND POWERS

2.1 STATUTORY AUTHORITY. Lakeshore Regional Entity (the "ENTITY") was formed as a regional ENTITY authorized pursuant to Section 204b of Michigan's Mental Health Code, Act 258 of 1974, as amended (the "Mental Health Code"), MCL § 330.1204b.

2.2 **NATURE OF THE ENTITY.** Pursuant to MCL § 330.1204b (3), the ENTITY is a public governmental ENTITY separate from the counties, authorities, or organizations that establish it.

2.3 **PURPOSE.** The ENTITY is formed for the purpose of carrying out the provisions of the Mental Health Code as set forth in these Bylaws and the Operating Agreement, relative to serving as a prepaid inpatient health plan, as defined in 42 CFR 438.2 ("PIHP"), to manage the Medicaid Specialty Support and Services Concurrent 1915(b)/(c) Waiver Programs ("Medicaid"); ensuring a comprehensive array of services and supports as provided in the PIHP Medicaid Contract with MDHHS; and exercising the powers and authority set forth in these Bylaws and the Operating Agreement. The ENTITY's primary mission is to organize its actions in a manner that preserves the local public community mental health safety net, ensure access to Medicaid services for all Eligible citizens, and support the delivery of locally accountable health care services by the participating members. If there is any conflict between the Operating Agreement and these Bylaws, the Operating Agreement shall apply. The Operating Agreement is incorporated by reference herein and attached hereto as Attachment 1.

2.4 POWERS. Except as otherwise stated in these Bylaws, the ENTITY has all of the powers provided in MCL § 330.1204b(2), including, but not limited to, the following:

2.4.1 The power, privilege, or authority that the Members share in common and may exercise separately under the Mental Health Code, whether or not that power, privilege, or authority is specified in these Bylaws.

2.4.2 The power to contract with the state to serve as the Medicaid specialty service prepaid inpatient health plan for the designated service areas of the Members.

2.4.3 The power to accept funds, grants, gifts, or services from the federal government or a federal agency, the state or a state department, agency, instrumentality, or political subdivision, or any other governmental unit whether or not that governmental unit participates in the ENTITY, and from private or civic sources which are in furtherance of the goals and objectives of the ENTITY.

2.4.4 The power to enter into a contract with one or more of the Members for any service to be performed for, by, or from one or more of the Members.

2.4.5 The power to create a risk pool and take other actions as necessary to reduce the risk that the Members otherwise bear individually.

2.4.6 The power to review, alter and approve annual capital and operating budgets and strategic plans of the ENTITY.

2.4.7 The power to calculate, assess, and collect from the Members payments attributable to their designated share of the ENTITY's costs and expenses.

2.5 MANNER OF ACTING. The Manner by which the ENTITY's purposes will be accomplished and powers will be exercised will be through the actions of the Members for those powers reserved to the Members under these Bylaws and through the actions of the Board as set forth in these Bylaws or as delegated by the Board to officers, committees or other agents as permitted by these Bylaws.

2.6 CMHSP MEMBER RETAINED POWERS. CMHSP Members shall retain all powers, rights and authority afforded community mental health services programs, organized and operated as county mental health authorities, agencies or organizations under the Mental Health Code. Only the powers and authority specifically delegated to the ENTITY under these Bylaws and as further defined under an Operating Agreement to be entered into by the CMHSP Members are transferred to the ENTITY.

ARTICLE 3
THE MEMBERS

3.1 THE MEMBERS. The CMHSP Members of the ENTITY shall be community mental health services programs, organized and operated as a community mental health authority, county community mental health agency or community mental health organization, whose designated service areas are within the Service Area and who have entered into the Operating Agreement.

3.2 CMHSP MEMBER VOTE. The CMHSP Members of the ENTITY will each have one (1) vote on those matters reserved to the CMHSP Members. The CMHSP Member's vote shall be conveyed in the form of duly adopted written resolutions of the governing body of each of the CMHSP Members.

3.3 CMHSP MEMBER RESERVED POWERS. Each CMHSP Member shall possess the powers and rights retained and reserved to the CMHSP Member under these Bylaws which shall include the power to approve through unanimous vote the following :

3.3.1 All amendments, restatements or adoption of new bylaws;

3.3.2 The Operating Agreement, any amendment thereto and its termination;

3.3.3 Any proposal of the ENTITY related to merger, consolidation, joint venture or formation of a new organization;

3.4 NEW PARTICIPATING MEMBER. New Members may be admitted by a unanimous vote of the Board. At any time that the new Member is admitted and enters into the Operating Agreement to participate in the ENTITY, the new Member will be entitled to all of the rights of governance provided in these Bylaws to the Member.

3.5 REMOVAL OF THE MEMBER. A Member may be removed from participating in the ENTITY by a unanimous vote of the other Members.

3.6 WITHDRAWAL OF THE MEMBER. Any Member may withdraw from participation with the ENTITY effective upon providing to the Chief Executive Officer of the ENTITY written notice. Notice shall be given at least 6 months prior to the end of any fiscal year. Upon the effective date of such withdrawal, the Member will have no further rights or benefits of the Member of the ENTITY. The Directors appointed or nominated by the withdrawing Member will terminate upon the effective date of the withdrawal of the Member and no replacement will be appointed nor vacancy be deemed to occur by reason of the Member withdrawal and dissolution of positions. Any Directors appointed by the Board would also be terminated if appointed by the withdrawing member. Written notice required will be a duly adopted resolution of the Member Board withdrawing from the ENTITY.

3.7 DISPUTE RESOLUTION. Dispute resolution between or among the Members and/or the ENTITY will be conducted according to the terms of the Operating Agreement, and the Conflict-of-Interest Policy, as both may be amended from time to time.

ARTICLE 4
BOARD OF DIRECTORS

4.1 GENERAL POWERS. The business, property, and affairs of the ENTITY will be managed by the Board. The Board of the ENTITY shall be a Policy Board. They shall not directly operate the ENTITY, only determine policy that the Chief Executive Officer will execute.

4.2 NUMBER. The Board of Directors shall consist of fifteen (15) Directors. Each Member shall have 3 individuals to serve on the governing board.

4.2.1 A total of three Directors will be appointed per CMHSP. Each of the Members may appoint two individuals from the Members' current Board roster to serve on the Governing Board. The composition of the three individuals per member CMHSP should be representative of the community at large, individuals served according to the Michigan Mental Health Code, and the Member CMSHP Board roster. Individuals may represent more than one of the identified groups.

4.2.2 A Director shall have their primary place of residence in the CMHSP Member's Service area;

4.2.3 A Director shall not be an employee of the Michigan Department of Health and Human Services or a community mental health services program;

4.2.4 A Director shall not be a party to a contract with a community mental health program or administering or benefitting financially from a contract with a community mental health services program;

4.2.5 A Director shall not serve in a policy making position with an agency under contract with a community mental health services program;

4.2.6 At least one (1) Director from each CMHSP Member shall be a primary person served or family member of a primary person served as defined in the Michigan Mental Health Code;

4.2.7 If the ENTITY is a Department-Designated Community Mental Health ENTITY, as defined in Section 100a(22) of 2012 P.A. 500, the Board shall also consist of representatives of mental health, developmental or intellectual disabilities and substance use disorder services as required under Section 287 of 2012 P.A. 500; and

4.2.8 Notwithstanding anything to the contrary in these Bylaws, any board member of the CMHSP Members may also serve on the ENTITY Board.

4.3 TERM. The term of office for an ENTITY Board Director shall be three (3) years from May 1st of the year of appointment. The initial ENTITY Board appointments will be staggered into one (1) year, two (2) year and three (3) year terms.

4.4 REMOVAL. The Members may remove its appointee/s to the Board at any time. The Board is responsible for informing the Member if there is a lack of participation or attendance by the Member's appointee/s. The Board may recommend to the relevant Member the removal of a Board Director for either neglect of official duty or misconduct in office, after the individual is given a written statement of the reasons for the removal and an opportunity to be heard.

4.5 RESIGNATION. Any Board Director may resign at any time by providing written notice to the ENTITY. The resignation will be effective on receipt of the notice or at a later time designated in the notice. A vacancy shall be filled for an unexpired term by the CMHSP Member in the same manner as the original appointment.

4.6 MEETINGS. The Board shall determine the frequency of meetings as required to effectively govern and operate the ENTITY and shall meet not less than quarterly.

4.7 WAIVER OF NOTICE. The attendance of a Director at a Board of Directors meeting will constitute a waiver of notice of the meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. In addition, the Director may submit a signed waiver of notice that will constitute a waiver of notice of the meeting.

4.8 MEETING BY REMOTE COMMUNICATION. A Director may participate in a meeting by teleconference, a virtual platform or other technological means that facilitate participation and the identity of the Director may be discerned and through which all persons participating in the meeting can communicate with each other. All Board Directors shall be present for in person voting. This subsection 4.8 is subject to the requirements under the Open Meetings Act.

4.9 QUORUM AND VOTING. A majority of the Board Directors then in office constitutes a quorum for the transaction of any business at any meeting of the Board.

Actions voted on by a majority of the Board Directors present at a meeting where a quorum is present shall constitute authorized actions of the Board. Each Board Director shall have one (1) vote.

4.10 PARLIAMENTARY AUTHORITY. Robert's Rules of Order shall govern all questions of procedures that are not otherwise provided for by these Bylaws, or by State law.

4.11 CONFLICT OF INTEREST. The Board of Directors will adopt a conflict-of-interest policy which will require, among other things, the disclosure to the Board Chair and any committee chair any actual or possible conflicts of interest, including but not limited to, financial interest and professional interests, and will reveal any material facts or relevant information regarding the possible conflict of interest. All Board Directors will annually disclose any conflicts of interest while serving on the Board. The Board of Directors will ensure that any disclosures are written into the minutes of the Board meeting or committee meeting as applicable.

4.12 COMPLIANCE WITH LAWS. The ENTITY and its Members, the Board of Directors, officers, staff and other employees will fully comply with all applicable laws, regulations and rules, including without limitation 1976 PA 267 (the "Open Meetings Act") and 1976 PA 422 (the "Freedom of Information Act."). The ENTITY will develop such compliance policies and procedures. In the event that any such noncompliance is found, immediate corrective action as defined in the Operating Agreement will be taken by the appropriate source to ensure compliance.

ARTICLE 5
COMMITTEES

5.1 COMMITTEES. The Governing Board shall determine the number and type of committees required to effectively govern and operate the ENTITY.

5.2 EXECUTIVE BOARD. The Executive Committee shall:

5.2.1 Consist of the Board Chair, Vice Chair, Secretary, and the other two Directors will be one from each remaining Member of who do not have an elected officer for the ENTITY.

ARTICLE 6
BOARD OF DIRECTORS OFFICERS

6.1 OFFICERS. The officers of the ENTITY will be appointed by the Board of Directors pursuant to a nomination and election process adopted by the Board. The initial officers will be a chairperson, a vice chairperson, and a secretary. No Member shall have more than one officer. Officers will be annually elected by authorized vote of the Board of Directors. The Board of Directors may choose to appoint other officers as the Board

deems appropriate. The Chief Executive Officer will be appointed by the Board of Directors.

6.2 APPOINTMENT. The election of officers of the ENTITY will occur during the annual meeting of the Board of Directors. The ENTITY Board will appoint a nominating committee for the annual meeting for the purpose of recommending officer candidates to the full Board to serve during the next twenty four (24) month period.

6.3 TERM OF OFFICE. The term of office of all officers will commence upon their election and continue for a two-year term. An officer may resign at any time upon written notice to the ENTITY Board of Directors. Notice of resignation is effective on receipt or at a time designated in the notice.

6.4 VACANCIES. A vacancy in any office for any reason may be filled by the Board of Directors. The acting officer shall fill the unexpired term of the vacancy until the next annual meeting of the ENTITY Board.

6.5 REMOVAL. An officer appointed by the Board may be removed from office with or without cause by a vote of a majority of the Board of Directors.

6.6 CHAIR. The Chair shall preside at all Board meetings. The Chair shall have the power to perform the duties of the office and as may be assigned by the Board.

6.7 VICE CHAIR. The Vice Chair shall assume the duties of the Chair in the absence of the Chair. The Vice Chair shall perform duties as assigned by the Chair or the Board. The Vice Chair shall perform all duties assigned to the office.

6.8 SECRETARY. The Secretary shall ensure completion of minutes of the ENTITY Board meetings, ensure that the notice of meetings is given to Board Directors as required by law or these Bylaws, ensure the safe storage of ENTITY records, ensure the maintenance of a register of names and addresses of all Board Directors, and ensure the completion of all required administrative filings as required by the ENTITY's legal structure, including compliance with the Open Meetings Act.

ARTICLE 7
STAFF POSITIONS

7.1 CHIEF EXECUTIVE OFFICER. The Chief Executive Officer will have the authority delegated to that position from the Board of Directors. The Chief Executive Officer may not simultaneously hold another position (employee, board member or contractor) with any Member.

7.2 FISCAL OFFICER. The Chief Financial Officer of the ENTITY shall serve as the fiscal officer as defined in MCL 330.1204b. The Chief Financial Officer shall have charge and custody over ENTITY funds and securities, maintain accurate records of ENTITY receipts and disbursements, deposit all moneys and securities received by the ENTITY at

such depositories in the ENTITY's name that may be designated by the Board and perform all duties incident to the office and as assigned by the Chief Executive Officer. The Chief Financial Officer has the responsibilities set forth in MCL 330.1204b and will be responsible for receiving, depositing, investing, and disbursing the ENTITY's funds in the manner authorized by these Bylaws and Board of Directors in accordance with the ENTITY's Operating Agreement.

7.3 OTHER OFFICER EMPLOYMENT AND POSITIONS. An officer of the Board elected by the Board of Directors may concurrently hold another office with a CMHSP Member's governing body. An officer of the Board may not hold more than one (1) office with the ENTITY at any time.

ARTICLE 8
ADVISORY BOARD

8.1 ADVISORY BOARD: The Board shall establish Advisory Boards and shall establish the purpose, membership, officers, and frequency of meetings via resolution as is necessary.

ARTICLE 9
CORPORATE DOCUMENT PROCEDURE AND ACCOUNTABILITY

9.1 FINANCIAL ACCOUNTABILITY. On an annual basis, after the completion of each fiscal year, the Board will engage an independent public accounting firm to conduct an independent audit of the ENTITY's financial status and compliance with financial policies.

9.2 REPORTS. All reports included in these Bylaws or otherwise required by the Board from time to time will be presented to the Board by delivery of same to the Chief Executive Officer, who shall be responsible for distributing such reports to the Board of Directors. Each report will be presented by the Chair to the ENTITY Board of Directors at a meeting of the Board for discussion and approval or other actions as may be required. In addition, the Chief Executive Officer of the ENTITY on behalf of the Board will provide an annual report of its activities to each Member.

ARTICLE 10
IMMUNITY/LIABILITY/INSURANCE

10.1 GOVERNMENTAL IMMUNITY. All the privileges and immunities from liability and exemptions from laws, ordinances, and rules provided under MCL § 330.1205(3) (b) of the Mental Health Code to county community mental health service programs and their board members, officers, and administrators, and county elected officials and employees of county government are retained by the ENTITY and the ENTITY Board of Directors,

advisory board members, officers, agents, and employees, as provided in MCL § 330.1204b (4).

10.2 LIABILITY. Except as otherwise required by law, these Bylaws, or any agreement between the Members or the Members and the ENTITY, the Members will not be responsible for the acts, omissions, debts or other obligations and responsibilities of the ENTITY or any other Member or the Board, employees, agents and representatives of the ENTITY or the other Members, whether acting separately or jointly under these Bylaws or pursuant to any such agreements. The Members will only be bound and obligated as expressly agreed to by each Member and no Member may otherwise obligate any other Member.

10.2.1 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 the ENTITY will be the sole and nontransferable responsibility of the ENTITY, and not the responsibility of the Member, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act by the ENTITY, its Board directors, officers, employees or representatives; provided that nothing herein will be construed as a waiver of any governmental or other immunity that has been provided to the ENTITY or its Board directors, officers, employees or representatives, by statute or court decisions.

10.2.2 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 the Member will be the sole and nontransferable responsibility of the Member and not the responsibility of the ENTITY, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act by the Member, its Board members, officers, directors, employees and authorized representatives; provided that nothing herein will be construed as a waiver of any governmental or other immunity that has been provided to the Member or its board members, officers, employees or representatives, by statute or court decisions.

10.2.3 Each Member and the ENTITY will obtain its own counsel and will bear its own costs including judgments in any litigation which may arise out of its activities to be carried out pursuant to its obligations under these Bylaws or any agreement between the Members or the Members and the ENTITY. It is specifically understood that no indemnification will be provided in such litigation.

10.2.4 In the event that liability to third parties, loss or damage arises as a result of activities conducted jointly under these Bylaws or any agreement between the Members or the Members and the ENTITY, such liability, loss or damages will be borne by each party in relation to each party's responsibilities under the joint activities, provided that nothing herein will be construed as a waiver of any governmental or other immunity granted to any of said parties as provided by applicable statutes and/or court decisions.

10.2.5 Under these Bylaws, it is the intent that each of the Members and the ENTITY will separately bear and will be separately responsible for only those financial obligations related to their respective duties and responsibilities.

10.3 **INSURANCE.** The ENTITY may purchase and maintain insurance on behalf of any person who is or was an ENTITY Board director, officer, employee or representative of the ENTITY, against any liability asserted against the person and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the ENTITY would have power to indemnify the person against such liability under these Bylaws or the laws of the State of Michigan.

10.4 **MEMBERS' FAILURE TO PAY.** The Board will regularly calculate, assess, vote on, and collect from the Members each Member's designated share of the ENTITY's cost and expenses prior to making distributions of funds to the Members, to avoid a Member's nonpayment of its designated share of the ENTITY's expenses and infringe upon the rights of the other Members (1204b(1)(h)).

ARTICLE 11
ALLOCATION OF ASSETS AND LIABILITIES

11.1 ALLOCATION. The ENTITY's assets and liabilities will be allocated to each Member as provided in the Operating Agreement, which is incorporated herein by reference, or some other agreement approved by the Members and incorporated herein by reference.

11.1.1 **REVENUES.** The ENTITY's manner for equitably providing for, obtaining, and allocating revenues derived from a federal or state grant or loan, a gift, bequest, grant, or loan from a private source, or an insurance payment or service fee will be allocated per 11.1 above.

11.1.2 **CAPITAL AND OPERATING COSTS.** The ENTITY's method or formula for equitably allocating and financing the ENTITY's capital and operating costs, payments to reserve funds authorized by law, and payments of principal and interest on obligations will be allocated per 11.1 above.

11.1.3 **OTHER ASSETS.** The ENTITY's method for allocating any of the ENTITY's other assets not otherwise provided for in these Bylaws will be allocated per 11.1 above.

11.1.4 **SURPLUS FUNDS.** The ENTITY's manner in which, after the completion of its purpose as specified in these Bylaws, any surplus funds will be returned to the Members.

11.1.5 **DISSOLUTION.** Should dissolution occur, the funds and assets will be distributed as agreed upon, by the Member CMHSPs, in accordance with the Medicaid Managed Specialty Supports and Services Contractual agreement.

11.1.6 **SPECIAL FUND ACCOUNT.** The ENTITY shall not be entitled to a Member's special fund account under MCL 330.1226a, unless that Member specifically contracts with the ENTITY for such activity or upon the revocation of the Member's community mental health services programs certification with the State of Michigan under MCL 330.1232a (1240b(1)(d)).

11.1.7 **OTHER ADMINISTRATION ACTIVITIES.** The Board of Directors will, on an ongoing basis, consider possible administrative efficiencies where appropriate through the recommendation of the CEO.

ARTICLE 12
SPECIAL EMPLOYMENT MATTERS

12.1 ASSUMING THE DUTIES OF MEMBERS. The ENTITY shall only assume the duties of a Member if the Member loses certification under MCL §330.1232a or the Member's Board votes to approve the ENTITY assuming specified duties. If the ENTITY assumes the duties of a Member or contracts with a private individual or ENTITY to assume the duties of a Member, the ENTITY shall comply with all of the following (1204b(7)).

12.1.1 The manner of employing, compensating, transferring, or discharging necessary personnel is subject to the provisions of the applicable civil service and merit systems and the following restrictions:

a. An employee of the ENTITY is a public employee
b. The ENTITY and its employees are subject to 1947 P.A. 336, MCL 423.201 to 423.217 (1204b(7)(a)).

12.2 GENERAL EMPLOYMENT PRACTICES. The manner of employing, compensating, transferring, or discharging necessary personnel is subject to the provisions of the applicable civil service and merit systems and the following restrictions:

12.2.1 An employee of the ENTITY is a public employee; and

12.2.2 The ENTITY and its employees are subject to 1947 PA 336, MCL § 423.201 to 423.217.

ARTICLE 13
CONTRACTS

13.1 CONTRACTS. The Board shall delineate the parameters within governance policies which the Chief Executive Officer of the ENTITY may enter into contracts on behalf of the ENTITY with third parties, including contracts involving the acquisition, ownership, custody, operations, maintenance, lease or sale of real personal property and the deposit, division or distribution of property acquired by the execution of a contract (1204b(1)(f)).

ARTICLE 14
FISCAL YEAR

14.1 FISCAL YEAR. The fiscal year of the ENTITY will begin on October 1 and end on September 30.

ARTICLE 15
AMENDMENTS

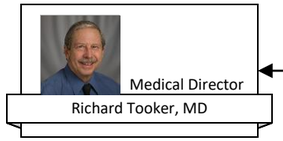
15.1 BYLAW AMENDMENTS. Any action by the CMHSP Members to amend or repeal these Bylaws or adopt new Bylaws will require unanimous approval by vote of the existing CMHSP Members in the form of duly adopted written resolutions from their respective governing bodies, to be binding upon the ENTITY. Notice setting forth the terms of the proposed amendment or repeal shall be given in accordance with any notice requirement for a meeting of the ENTITY Board of Directors.

15.2 FILING BYLAWS. These Bylaws, including any amendment, shall be effective only after being duly adopted in accordance with MCL 330.1204b(1) and subsequently filed with the clerk of each county in which the CMHSP Members are located and with the Michigan Secretary of State.

LAKESHORE REGIONAL ENTITY

ORGANIZATIONAL CHART

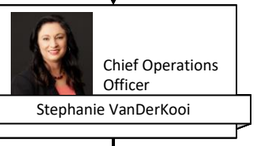
CEO
Mary Marlatt Dumas



Medical Director
Richard Tooker, MD

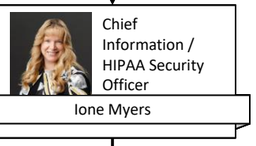
Executive Assistant
Marion Dyga

Chief Financial Officer
Stacia Chick



Chief Operations Officer
Stephanie VanDerKooi

Chief Compliance / Privacy Officer
George Motakis



Chief Information / HIPAA Security Officer
Ione Myers

Chief Quality Officer
Wendi Price

Finance Manager
Maxine Coleman

SUD Treatment Manager
Amanda Tarantowski

Executive Assistant - Operations
Patricia Genesky

Customer Services Manager
Michelle Anguiano

Senior Analyst/ DBA
Brian DeYoung

Quality Improvement & Performance Specialist
Jeff Rozema

HCBS Cooridnator/ Waiver Quality Analyst
Melanie Misiuk

Finance Assistant
Susan Dennison

SUD Prevention Manager
Amy Embury

Administrative Assistant
Greg Opsommer

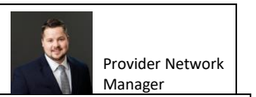
UM/Clinical Manager
Elizabeth Totten

Data Analytics Developer
James Morse

Quality Improvement & Performance Specialist
Kathy Curtiss Newell

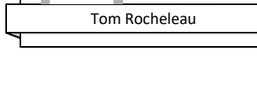
Medicaid Events Verification Specialist
Jill Osterhout

Finance Analyst
VACANT3



Provider Network Manager
Jim McCormick

Veteran Navigator
Eric Miller



Utilization Management Coordinator
Tom Rocheleau

Data Analytics Developer
Jordan Siemon

Quality Improvement & Performance Specialist
Melissa Westerhof

Transitioning Quality Manager
Deb Fiedler

Provider Network Manager
Don Avery

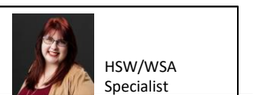
Credentialing Specialist
Pam Bronson

Data Submissions Coordinator
Kris Jefferies

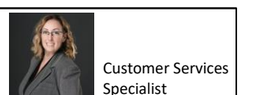
Quality Improvement & Performance Specialist
Jackie Schut

Facilities Reviewer & Recipient Rights Reviewer
Cindy Spielmaker

Autism Manager
Justin Persoon



HSW/WSA Specialist
Kim Keglovitz



Customer Services Specialist
Mari Hesselink

Autism and Waiver Specialist
Stewart Mills

ATTACHMENT 9

Lakeshore Regional Entity – Region 3
SYNAR 2022

County	Checks Required per SYNAR draw	Compliance %
Allegan County	8	100%
Kent County	31	83%
Lake County	2	100%
Mason County	2	100%
Muskegon County	7	100%
Oceana County	2	100%
Ottawa County	11	100%
LRE Total Checks	**63**	**92%**

This project is part of a larger effort to determine the sales rates of tobacco, vaping and alternative nicotine products to individuals under the age of 21 as part of Michigan's compliance with the Synar amendment and observance of the federal Tobacco 21 law. The Synar amendment holds states to a Retailer Violation Rate of twenty percent or less. Failure to complete this project successfully, may result in significant loss of federal dollars for substance abuse prevention and treatment in Michigan.

MDHHS is responsible for the random draw of retailers taken from the Tobacco Master Retailer List (a list of businesses that sell tobacco, vapor, or alternative nicotine products). Sample lists will be supplied by MDHHS to ten regional behavioral health entities, the Prepaid Inpatient Health Plans (PIHP). Each PIHP is responsible for Synar survey implementation in its respect region. The survey involves visiting randomly selected outlets that sell tobacco products, vapor products, and/or alternative nicotine products, either over the counter or through vending machines. Every county has a Designated Youth Tobacco Use Representative (DYTUR) that organizes their county efforts with an underage inspector and serves as the adult chaperone. The LRE also oversees the No Cigs for our Kids Campaign which provides vendor education in efforts to aid retailer compliance.

TalkSooner is excited to have a promo wrapped vehicle that will be attending community events in conjunction with regional Prevention Providers during August, September and October.

The car will be on site during several community events:

COUNTY	EVENT	DATE
Kent	Fulton Street Farmers Market	Wednesday, Fridays and Saturdays
Kent	Roosevelt Family Fiesta	August 19
Muskegon	Polish Festival	September 2
Kent	Latino Health 5K	August 27
Lake	Baldwin High School	August 24
Oceana	Mac Woods Dune Rides	Weekday in August
Allegan	Allegan County Fair Parade	September 12
OTHER	KCHD Truth About Youth Vaping	Sept 8
OTHER	WOOD TV “Art of Conversation”	Sept 26

May 2022

LAKESHORE REGIONAL ENTITY

Substance Use Disorder Treatment Evaluation Monitoring Report

Quarterly Update: 2nd Quarter FY 2022

This report has been abbreviated from previous fiscal years to include only key data points for issues currently targeted for improvement. Metrics that have been excluded will be reviewed annually.

KWB Strategies

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INTRODUCTION

Purpose:

This report provides an overview of data indicators targeted for improvement through substance use disorder treatment and recovery services in the LRE region thru 2nd quarter of FY22.

As one of ten Prepaid Inpatient Health Plans (PIHP) in Michigan, the LRE is responsible for managing services provided under contract with the Michigan Department of Health and Human Services (MDHHS) for substance use disorder. Funding to support services includes Block Grants, Medicaid, Public Act 2, and State Opioid Response grants.

Treatment and recovery services are managed by Community Mental Health Services Providers (CMHSP) throughout the region, which includes Allegan, Kent, Lake, Mason, Muskegon, Oceana, and Ottawa Counties.

Using this Report:

Pages 2-3 of this report provide a snapshot for each metric, including a brief description of the findings, whether the trend is improving or worsening, and a page number to refer to for more detailed results.

In-depth results for each metric for the region and CMHSPs are provided on pages 4-10. Other data being monitored begins on page 11.

Throughout the report, areas of concern have been identified with this icon.

Areas with substantial improvement have been noted with this icon.

When a benchmark rate is provided, it represents the LRE regional rate for FY21 unless otherwise specified.

Data for this report was pulled on May 4, 2022. Any data for this time period entered after this date will be reflected in subsequent reports. For details on data parameters, refer to the corresponding detailed tables provided separately.

Commonly Used Acronyms and Abbreviations:

1Q - 1st quarter
2Q - 2nd quarter
3Q - 3rd quarter
4Q - 4th quarter
avg - average
CJ - Criminal Justice
IOP - Intensive Outpatient
LRE - Lakeshore Regional Entity
LOC - Level of care
MA - Methamphetamine
MAT- Medication Assisted Treatment
OP- Outpatient
OUD - Opioid Use Disorder
ST Res - Short term residential level of care
TTS - Time to Service
West MI - Lake, Mason, & Oceana Counties

SUMMARY OF TRENDS

TREATMENT ACCESS

Metrics	Page	Data Summary	Trend
Criminal Justice (CJ): ↑ admissions with CJ involvement (Metrics #1 -3)	pg 4	Region-wide, 36% of admissions had criminal justice involvement in 2Q. The majority of these were individuals 'on parole' or 'on probation'. Allegan (42%), Ottawa (41%), and Lake (39%) had the highest rates for 'on parole/probation' in 2Q; Lake County has been increasing steadily during FY22.	
MAT Time to Service: #5. ↓ avg days between request and 1st service for persons with opioid use disorder (OUD)	pg 5	Time to Service (TTS) for individuals with an OUD is primarily affected by delays in admission for MAT. TTS for MAT worsened during FY21 to a high 14.5 days, with county averages ranging from between 1 and 32 days. Region-wide, TTS for MAT has been low in FY22 (4-5 days). However, this may be artificially suppressed due to waitlists.	
Detox for IVDU: #6. Maintain an average wait time of <3 days for persons with IVDU	pg 6	Among individuals with IVDU, the region's wait time for detox improved in 2Q to a low of 2.3 days, achieving the goal of 3 days or less. During 2Q, Ottawa County's TTS increased to a high of 12 days, while improving in the other counties.	

ENGAGEMENT AND RETENTION

Metrics	Page	Data Summary	Trend
Integrated Treatment: #9. ↑ % of clients w/ co-occurring diagnosis (COD) receiving integrated services	pg 7	The % of clients with COD that received integrated treatment remains low but improved to a high of 10% in FY21 and increased again in 1Q and 2Q to 14%. In 2Q Muskegon and Allegan Counties achieved their highest rates to date at 18% and 12% respectively.	
One Encounter: #11. ↓ % of treatment episodes with no 2nd visit*	pg 8	In FY21, 1-in-7 treatment episodes had only one encounter, decreasing to 1-in-10 (11%) in 1Q. In FY21, rates ranged from a low of 12% for West MI, and a high of 33% in Muskegon county. Variation in more recent data may be due to incomplete data entry for encounters.	

**Data criteria modified for this indicator. Treatment episodes with only an assessment and a discharge reason reported as something other than having 'dropped out' are now excluded from analysis.*

CONTINUITY OF CARE FOLLOWING DETOX & ST RES

Metrics	Page	Data Summary	Trend
ST Res TTS Next LOC: #16. ↓ avg # days between discharge and admission to next LOC following ST Res and #15. ↑ % of clients discharged from ST Res admitted to the next LOC) w/in 7 days	pg 9	During 2Q, 39% of clients were admitted to the next LOC w/in 7 days following ST Res, higher than in previous FY's which ranged between 23% and 24%. The % of clients admitted to the next LOC w/in 7 days varied by CMHSP, Muskegon had the highest rate at 47%, followed by Kent at 43%. Clients not admitted w/in 7 days averaged a delay of 16 days; lower than 1Q at 18 days.	
ST Res Discharge Reason: #17. ↓ discharges from detox and/or residential levels of care with discharge reason identified as 'completed treatment'	pg 10	The discharge reason for detox and ST Res should not be 'completed treatment' due to the intention of these individuals continuing care at another provider at a lower level of care. However, incorrectly coded discharges remain high for ST Res (72%) and improved slightly for detox (24%).	

Other Data to Monitor

Metrics	Page	Data Summary
Admissions by Primary Drug	pg 11	In 2Q, primary drugs reported at admission remained relatively stable with a small increase for heroin (21%) and cocaine (11%). **Heroin continued to surpass alcohol as the most reported primary drug for Muskegon and surpassed alcohol in West MI for the 1st time.**
Methamphetamine (MA) Involved Admissions	pg 14	In FY21, almost 1-in-4 admissions were MA involved, decreasing slightly in 1Q (21.4%) & 2Q (20.9%) with the highest rates in Allegan (49%), Mason (33%) and Oceana (32%). Region-wide the rate of admissions involving both MA and an opioid remained stable at 9% in FY21 and 2Q. However, rates were substantially higher in Mason County (29%) than any other county in the region.

TREATMENT ACCESS

Priority: CRIMINAL JUSTICE INVOLVED POPULATIONS

Metric #1. Increase admissions w/ legal status, on parole/probation

Metric #2. Increase admissions w/legal status as diversion pre or post booking

Metric #3. Increase admissions with legal status as 'in jail'

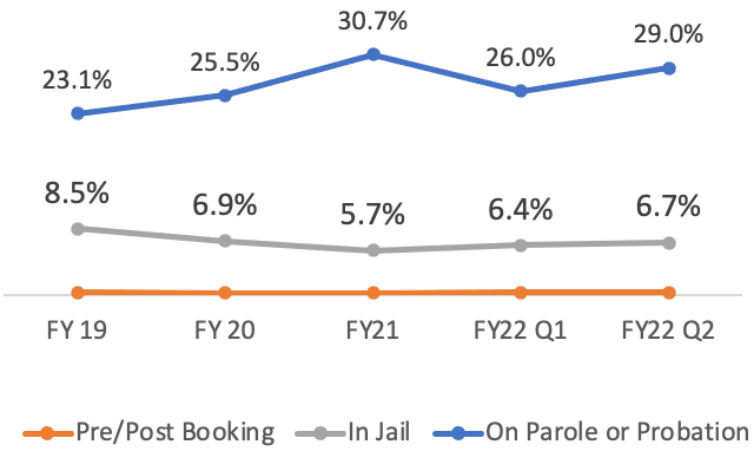
Engaging criminal justice-involved populations in services when they return to the community is a priority.

Data Highlights:

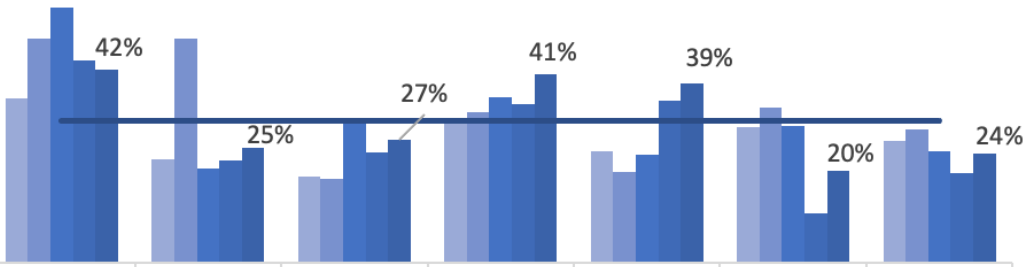
Region-wide, 36% of admissions had criminal justice involvement in 2Q. The majority of these were individuals 'on parole' or 'on probation'.

The rate for admissions with legal status as pre or post booking diversion remain consistently low (~1%).

Percent of Admissions by Legal Status at Admission, LRE Region (T.1)



Percent of Admissions with Legal Status as <u>On Parole or Probation</u> at Admission by County (T.1)



	Allegan	Muskegon	Kent	Ottawa	Lake	Mason	Oceana
FY19	36%	22%	19%	30%	24%	29%	26%
FY20	48%	48%	18%	33%	20%	34%	29%
FY21	55%	20%	30%	36%	23%	30%	24%
FY22 Q1	44%	22%	24%	34%	35%	11%	19%
FY22 Q2	42%	25%	27%	41%	39%	20%	24%
Benchmark (37%)	31%	31%	31%	31%	31%	31%	31%

TREATMENT ACCESS

Priority: PERSONS LIVING WITH AN OPIOID USE DISORDER (OUD)

Metric #5. Decrease average days between request for service and first service for persons living with OUD

TTS:
Time to Service is the number of days between the request for service and date of first service received.

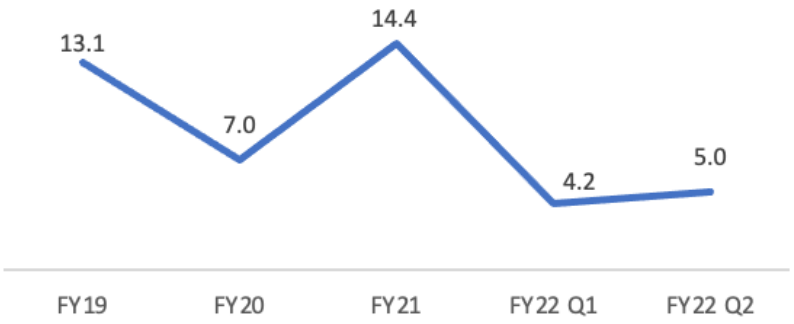
Data Highlights:

Overall, TTS for individuals with an OUD was 5.3 days in 2Q. TTS for individuals with OUD is primarily affected by delays in admission for medication assisted treatment (MAT).

TTS for MAT worsened during FY21 to a high 14.5 days, with county averages ranging from a low of 1 to a high of 31 days. Region-wide, TTS during 1Q and 2Q of FY22 have been substantially shorter than in previous fiscal years.

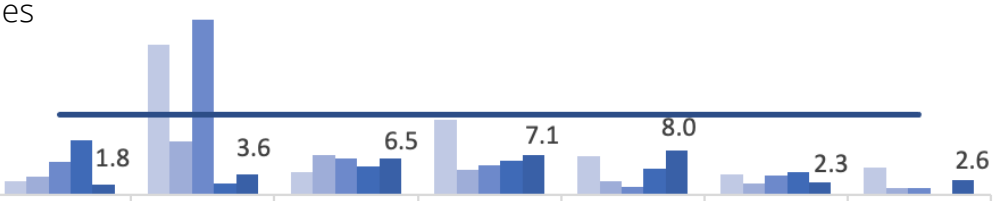
Muskegon County primarily accounts for the ongoing variation in TTS for MAT due to intermittent use of a waitlist at an MAT provider. While the waitlist is in use, it artificially suppresses the TTS. Then, once the provider is able to admit individuals from the waitlist, it results in substantial upswings for the TTS in the dataset as their wait is recorded in the admission record.

Average Time to Service (days) for Medication Assisted Treatment (MAT), LRE Region (T.4)



TTS has been worsening in Ottawa and Lake Counties during 1Q and 2Q.

Average Time to Service (days) for Outpatient MAT by County (T.4)



	Allegan	Muskegon	Kent	Ottawa	Lake	Mason	Oceana
FY19	2.4	26.9	4.0	13.5	7.0	3.7	4.8
FY20	3.3	9.5	7.1	4.4	2.3	2.0	1.3
FY21	5.9	31.4	6.5	5.2	1.4	3.5	1.2
FY22 Q1	9.7	2.1	5.1	6.1	4.7	4.0	0.0
FY22 Q2	1.8	3.6	6.5	7.1	8.0	2.3	2.6
Benchmark (14.4)	14.4	14.4	14.4	14.4	14.4	14.4	14.4

TREATMENT ACCESS

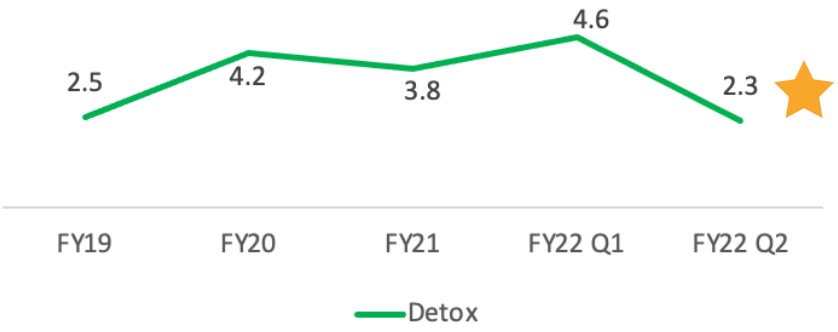
Priority: PERSONS WITH INTRAVENOUS DRUG USE (IVDU)

Metric #6. Maintain an average wait time of < 3 days for persons with IVDU to detox

Data Highlights:

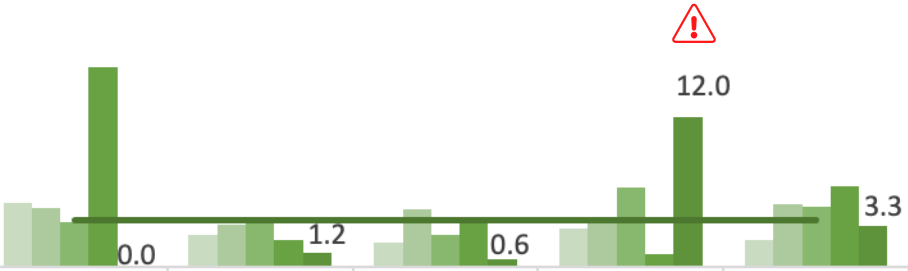
Among individuals with IVDU, the region's wait time for detox improved in 2Q to a low of 2.3 days, exceeding the goal of 3 days or less.

Average Time to Detox Services for Clients with IVDU (T.5)



During 2Q, Ottawa County's TTS increased to a high of 12 days, while improving in the other counties.

Average Time to Service to Detox (24-hour) for Clients w/IVDU by CMHSP (T.5)



	Allegan	Muskegon	Kent	Ottawa	West MI
FY19	5.1	2.6	2.0	3.1	2.1
FY20	4.8	3.4	4.6	3.7	5.0
FY21	3.6	3.7	2.6	6.4	4.8
FY22 Q1	16.0	2.2	3.7	1.0	6.5
FY22 Q2	0.0	1.2	0.6	12.0	3.3
Benchmark (3.8)	3.8	3.8	3.8	3.8	3.8

Priority: CLIENTS WITH CO-OCCURRING DISORDERS RECEIVE INTEGRATED TREATMENT.

Metric #9. Increase % of clients w/ co-occurring diagnosis that received integrated services.

The following provides information about treatment episodes for individuals with a co-occurring diagnosis who were reported as having received integrated treatment at discharge. Integrated treatment is defined as "Client with co-occurring substance use and mental health problems being treated with an integrated treatment plan by an integrated team."

Services can be provided by one provider, or multiple providers if services are coordinated and there is one treatment plan with input from both disciplines. An HH modifier must be used for all encounters recorded as 'receiving integrated treatment'.

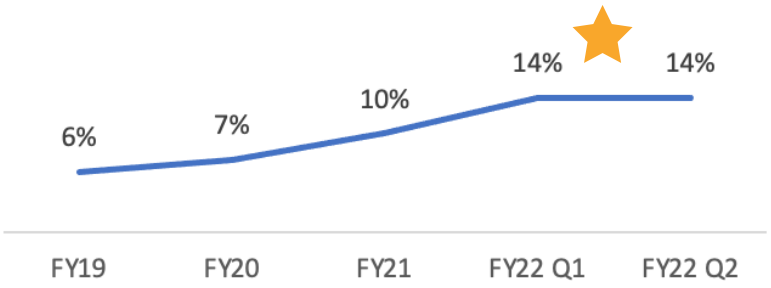
Data Highlights:

The percentage of clients with COD that received integrated treatment has remained relatively low but has increased during FY22 with a rate of 14% for both 1Q and 2Q.

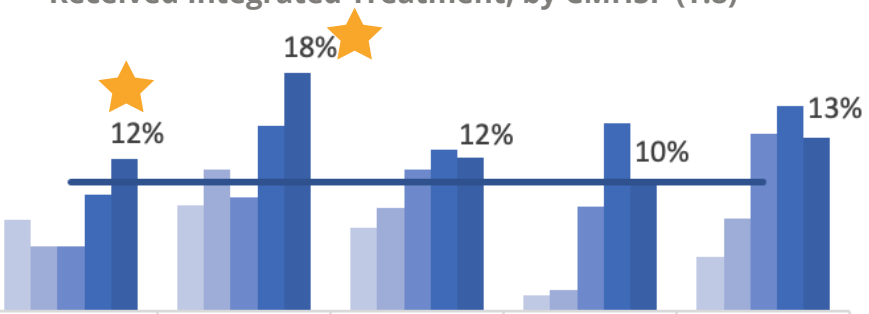
Since FY19, all counties have achieved an improved rate of clients with COD receiving integrated treatment.

During 2Q Muskegon and Allegan counties achieved their highest rates to date at 18% and 12% respectively.

Percent of Clients with Co-Occurring Disorders that Received Integrated Treatment, LRE Region (T.8)



Percent of Clients with Co-Occurring Disorders that Received Integrated Treatment, by CMHSP (T.8)



	Allegan	Muskegon	Kent	Ottawa	West MI
FY19	7%	8%	6%	1%	4%
FY20	5%	11%	8%	2%	7%
FY21	5%	9%	11%	8%	14%
FY22 Q1	9%	14%	13%	15%	16%
FY22 Q2	12%	18%	12%	10%	13%
Benchmark (10%)	10%	10%	10%	10%	10%

ENGAGEMENT AND RETENTION

Priority: INCREASED TREATMENT ENCOUNTERS

Metric #11. Decrease % of treatment episodes with no 2nd visit.

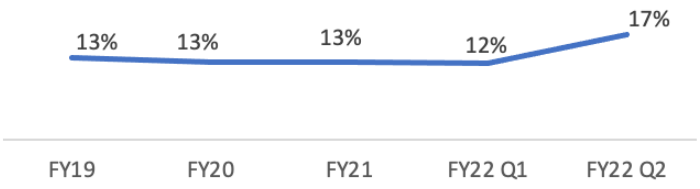
Data Highlights:

In FY21, 1-in-7 treatment episodes reported only one encounter at discharge. The highest rate was for outpatient (22%).*

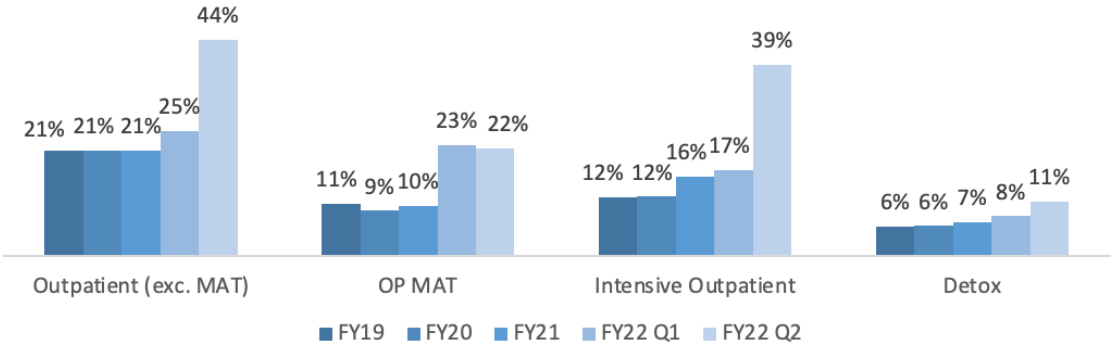
County rates vary dramatically in 2Q which is likely due to incomplete data entry for encounters at the time records were pulled for this review.

*Data criteria was modified starting with this report to exclude interactions where only the assessment was necessary. For FY21, this change in criteria resulted in a decrease from 21% to 13%.

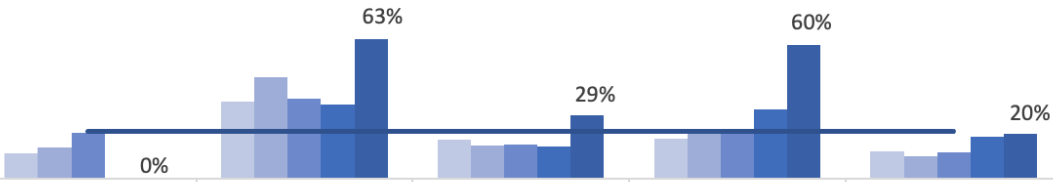
Percent of Treatment Episodes with Only One Encounter, LRE Region (T.13)



Percent of Treatment Episodes with Only One Encounter by Level of Care (exc. MAT) (T.14)



Percent of Outpatient Treatment Episodes with Only One Encounter by CMHSP (exc. MAT) (T.14)



	Allegan	Muskegon	Kent	Ottawa	West MI
FY19	12%	34%	18%	18%	12%
FY20	14%	46%	15%	21%	10%
FY21	21%	36%	16%	21%	12%
FY22 Q1	0%	33%	14%	31%	19%
FY22 Q2	0%	63%	29%	60%	20%
Benchmark (21%)	21%	21%	21%	21%	21%

**Data criteria was modified starting with this report. Treatment episodes with only an assessment and a discharge reason reported as something other than having 'dropped out' are now excluded from analysis.*

CONTINUITY OF CARE AFTER DETOX AND ST RES

Priority: CONTINUATION OF CARE FOLLOWING DETOX/ST RESIDENTIAL, AVG # DAYS

Metric #15. Increase % of discharged detox and ST Res clients successfully transitioned to the next level of care (LOC) within 7 days.

Metric #16. Decrease average # days between discharge and admission to next level of care for detox and for ST residential.

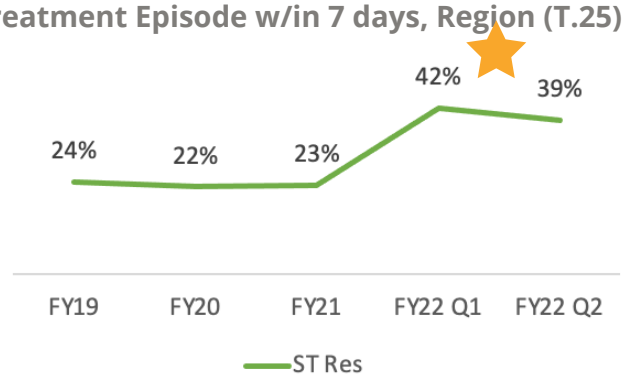
Data Highlights:

Following detox, (24-hour), clients typically transition to ST Res at the same service provider. Following ST Res, it is ideal for clients to engage in services at a lower level of care as soon as possible, with a goal of no more than 7 days between discharge and the subsequent admission.

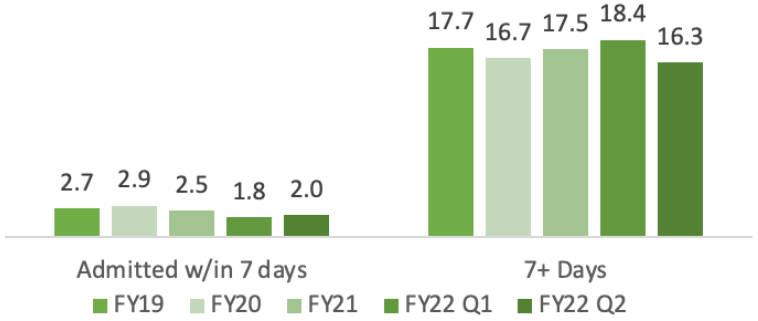
During 2Q, 39% of clients were admitted to the next LOC within 7 days following ST Res, maintaining the improvement from previous fiscal years. Clients not admitted within 7 days had an average delay of 16 days.

The percent of clients admitted to the next LOC w/in 7 days varied by CMHSP with Muskegon having the highest rate (47%), followed by Kent (43%). Ottawa remained low at 11%.

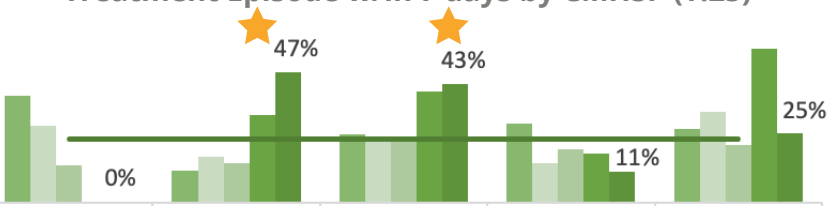
Percent of Discharges from ST Res Admitted to Next Treatment Episode w/in 7 days, Region (T.25)



Average # Days between Discharge from ST Res and Admission to Next Level of Care (T.29)



Percent of Discharges from ST Res Admitted to Next Treatment Episode w/in 7 days by CMHSP (T.25)



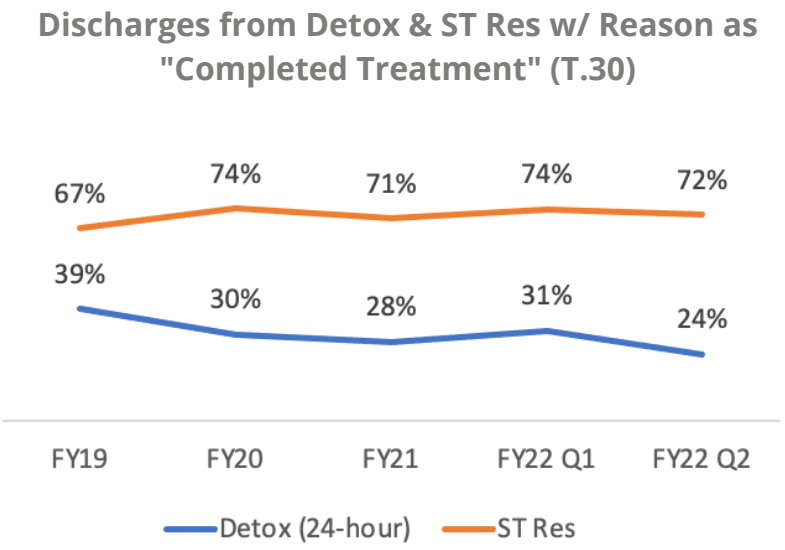
	Allegan	Muskegon	Kent	Ottawa	West MI
FY19	38%	12%	25%	28%	27%
FY20	28%	16%	22%	14%	33%
FY21	13%	14%	23%	19%	21%
FY22 Q1	0%	32%	40%	18%	56%
FY22 Q2	0%	47%	43%	11%	25%
Benchmark (23%)	23%	23%	23%	23%	23%

CONTINUITY OF CARE AFTER DETOX AND ST RES

Priority: DISCHARGE REASON FOR DETOX/ST RESIDENTIAL,
(↑ "TRANSFER", ↓ "COMPLETED TREATMENT")

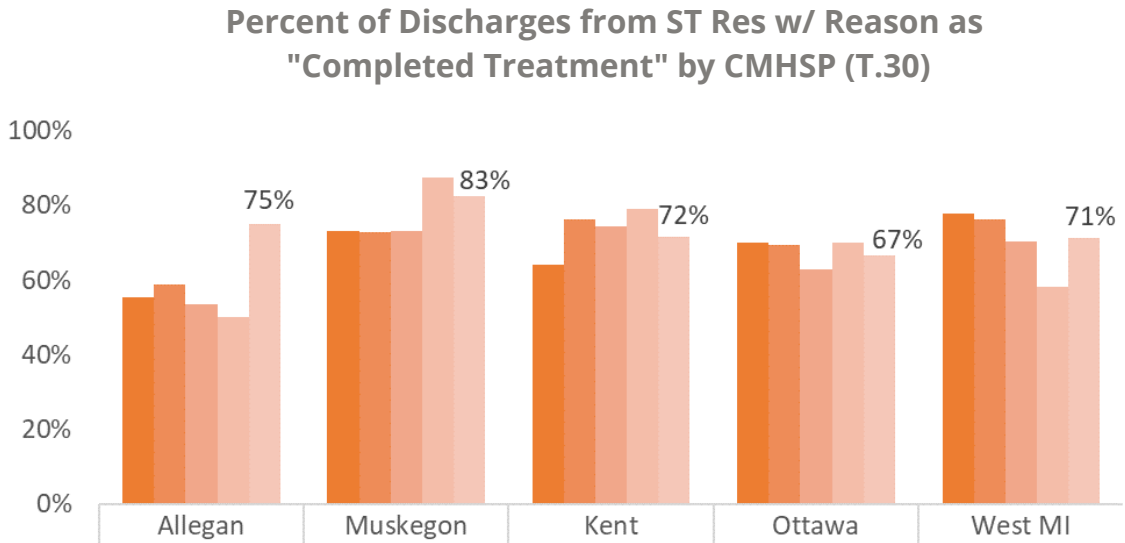
Metric #17. Decrease discharges from detox and/or residential levels of care with discharge reason identified as 'completed treatment'

Discharge reason for detox and ST Res should never be "Completed Treatment"



Data Highlights:

The percent of discharges from ST residential and detox with the reason 'completed treatment' continues to be high and remain relatively stable.



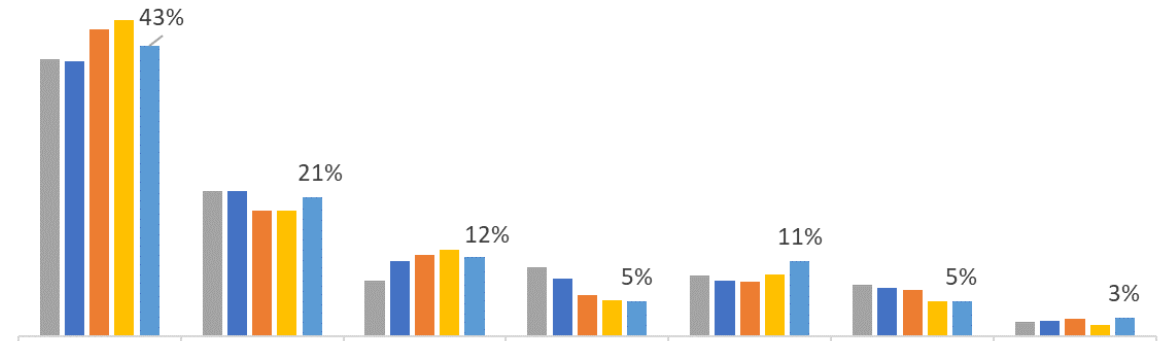
	Allegan	Muskegon	Kent	Ottawa	West MI
FY19	55%	73%	64%	70%	78%
FY20	59%	73%	76%	69%	76%
FY21	53%	73%	74%	63%	70%
FY22 Q1	50%	88%	79%	70%	58%
FY22 Q2	75%	83%	72%	67%	71%

Other Data to Monitor: Primary Drug at Admission

Data Highlights:

In the LRE region, admissions have been increasing for alcohol and methamphetamine (MA) while decreasing for opioids.

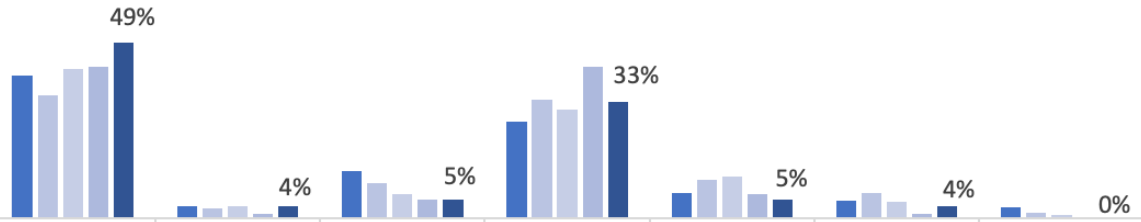
Percent of Treatment Admissions by Primary Drug, LRE Region (T.46)



	Alcohol	Heroin	Meth/ Speed	Synthetic & Other Opiates	Cocaine	Marijuana	All Other
FY19	41%	22%	8%	10%	9%	8%	2%
FY20	41%	22%	11%	9%	8%	7%	2%
FY21	46%	19%	12%	6%	8%	7%	3%
FY22 Q1	47%	19%	13%	5%	9%	5%	2%
FY22 Q2	43%	21%	12%	5%	11%	5%	3%

Allegan County

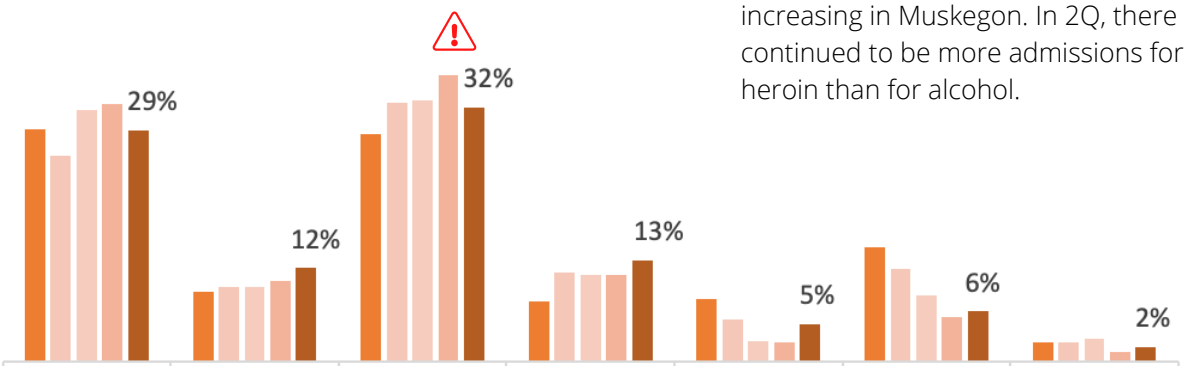
Allegan County - Percent of Admissions by Primary Drug (T.46)



	Alcohol	Cocaine/ Crack	Heroin	Methamphetamine/ Speed	Marijuana/ Hashish	Synth. & Other Opiates	All Other
FY19	40%	4%	13%	27%	7%	5%	3%
FY20	34%	3%	10%	33%	11%	7%	1%
FY21	42%	3%	7%	30%	12%	5%	1%
FY22 Q1	42%	1%	5%	42%	7%	1%	0%
FY22 Q2	49%	4%	5%	33%	5%	4%	0%

Muskegon County

Muskegon County - Percent of Admissions by Primary Drug (T.46)



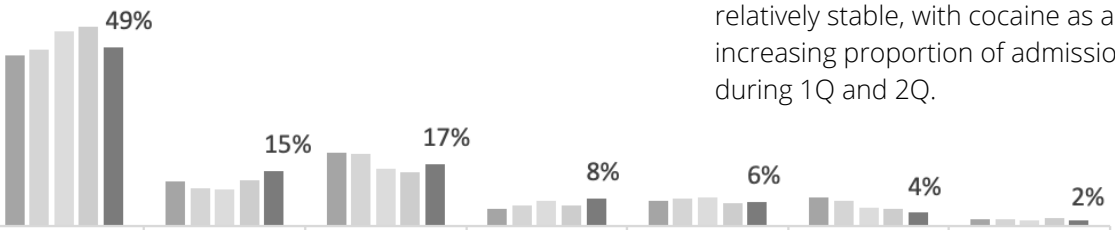
Data Highlights:

Admissions for heroin have been increasing in Muskegon. In 2Q, there continued to be more admissions for heroin than for alcohol.

	Alcohol	Cocaine/ Crack	Heroin	Methamphetamine/ Speed	Marijuana/ Hashish	Synth. & Other Opiates	All Other
FY19	30%	9%	29%	8%	8%	15%	3%
FY20	26%	10%	33%	11%	5%	12%	3%
FY21	32%	10%	33%	11%	3%	8%	3%
FY22 Q1	33%	10%	36%	11%	2%	6%	1%
FY22 Q2	29%	12%	32%	13%	5%	6%	2%

Kent County

Kent County - Percent of Admissions by Primary Drug (T.46)



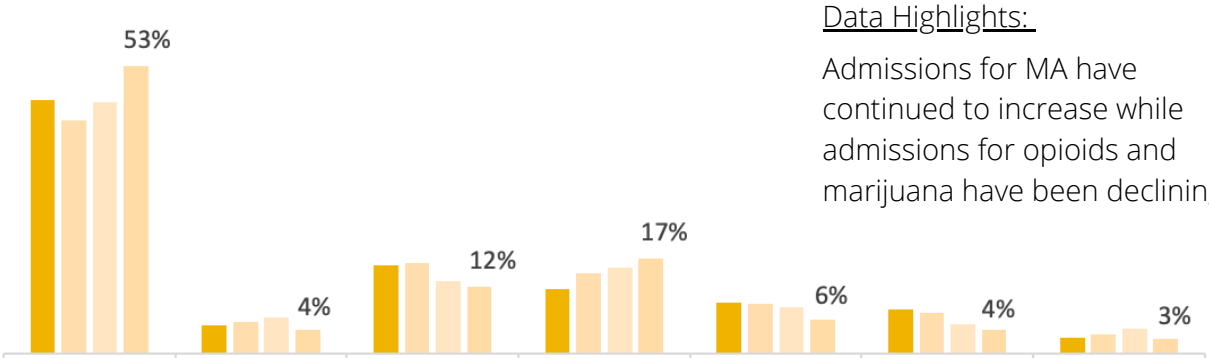
Data Highlights:

Admissions by primary drug remain relatively stable, with cocaine as an increasing proportion of admissions during 1Q and 2Q.

	Alcohol	Cocaine/ Crack	Heroin	Methamphetamine/ Speed	Marijuana/ Hashish	Synth. & Other Opiates	All Other
FY19	47%	12%	20%	5%	7%	8%	2%
FY20	48%	10%	20%	6%	8%	7%	2%
FY21	53%	10%	16%	7%	8%	5%	2%
FY22 Q1	54%	12%	15%	5%	6%	5%	2%
FY22 Q2	49%	15%	17%	8%	6%	4%	2%

Ottawa County

Ottawa County - Percent of Admissions by Primary Drug (T.46)



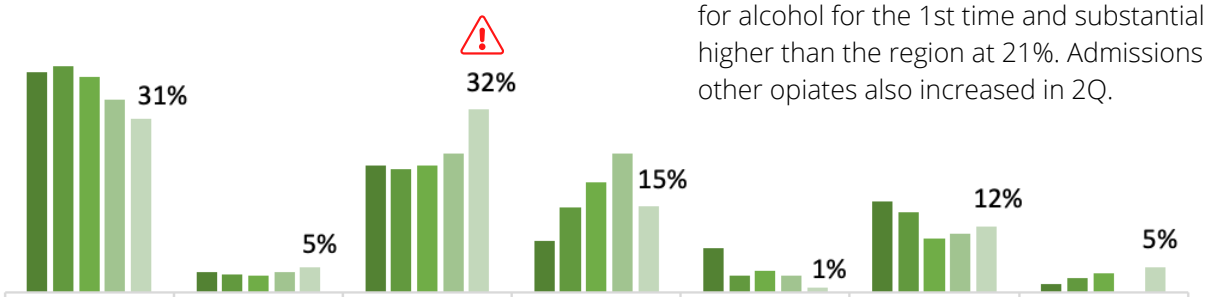
Data Highlights:

Admissions for MA have continued to increase while admissions for opioids and marijuana have been declining.

	Alcohol	Cocaine/ Crack	Heroin	Methamphetamine/ Speed	Marijuana/ Hashish	Synth. & Other Opiates	All Other
FY19	47%	5%	16%	12%	9%	8%	3%
FY20	43%	6%	17%	15%	9%	7%	3%
FY21	46%	7%	13%	16%	8%	5%	5%
FY22 Q1	53%	4%	12%	17%	6%	4%	3%

West Michigan Counties

West MI (Lake, Mason, and Oceana) - Percent of Admissions by Primary Drug (T.46)



Data Highlights:

Admissions for heroin continued to increase in 2Q to a high of 32%, surpassing admissions for alcohol for the 1st time and substantially higher than the region at 21%. Admissions for other opiates also increased in 2Q.

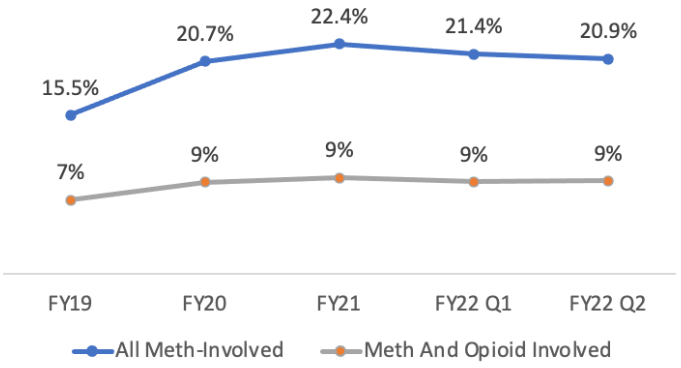
	Alcohol	Cocaine/ Crack	Heroin	Methamphetamine/ Speed	Marijuana/ Hashish	Synth. & Other Opiates	All Other
FY19	39%	4%	22%	9%	8%	16%	2%
FY20	40%	3%	22%	15%	3%	14%	3%
FY21	38%	3%	23%	20%	4%	10%	3%
FY22 Q1	34%	4%	24%	24%	3%	10%	0%
FY22 Q2	31%	5%	32%	15%	1%	12%	5%

Other Data to Monitor : METHAMPHETAMINE-INVOLVED ADMISSIONS

"Involved"

An admission with the substance reported as the primary, secondary, or tertiary drug of choice.

Percent of Admissions that were Methamphetamine (MA)-involved, LRE Region (T.47)

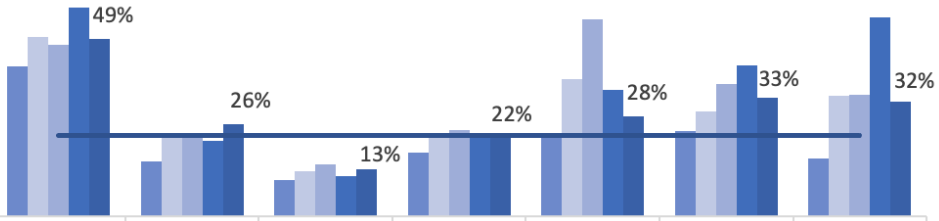


Data Highlights:

MA-involved admissions continued to increase through FY21 and have decreased slightly during 1Q and 2Q.

During 2Q, MA-involved admissions were highest in Allegan (49%) and decreased in the 3 West MI Counties.

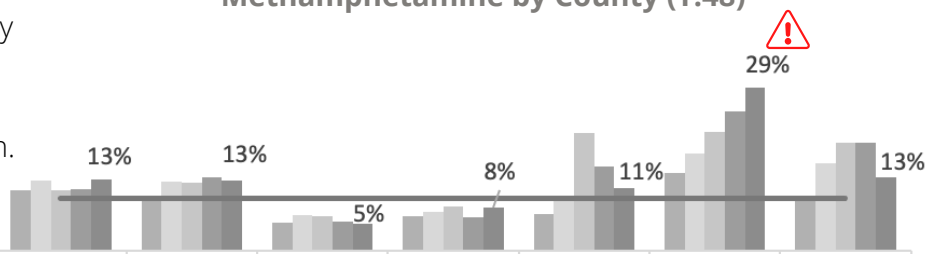
Percent of Admissions That Were Methamphetamine-Involved by County (T.47)



	Allegan	Muskegon	Kent	Ottawa	Lake	Mason	Oceana
FY19	41%	15%	10%	18%	23%	23%	16%
FY20	49%	23%	13%	23%	38%	29%	33%
FY21	47%	23%	14%	24%	54%	36%	34%
FY22 Q1	58%	21%	11%	23%	35%	42%	55%
FY22 Q2	49%	26%	13%	22%	28%	33%	32%
Benchmark (22%)	22%	22%	22%	22%	22%	22%	22%

Admissions involving both an opioid and MA have been steadily increasing in Mason County to a high of 29%; substantially higher than other Counties in the region.

Percent of Admissions that Involved Both an Opioid and Methamphetamine by County (T.48)



	Allegan	Muskegon	Kent	Ottawa	Lake	Mason	Oceana
FY19	11%	9%	5%	6%	6%	14%	9%
FY20	12%	12%	6%	7%	9%	17%	16%
FY21	11%	12%	6%	8%	21%	21%	19%
FY22 Q1	11%	13%	5%	6%	15%	25%	19%
FY22 Q2	13%	13%	5%	8%	11%	29%	13%
Benchmark (9%)	9%	9%	9%	9%	9%	9%	9%