

**MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**Behavioral and Physical Health and Aging Services Administration**

**PIHP-MHP Model Agreement**

**Coordinating Agreement Between**  
**<PIHP> and <MHP> For the County(ies) of:**  
**<X>**

**<DATE>**

This agreement is made and entered into this \_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_ by and between \_\_\_\_\_ (PIHP) and \_\_\_\_\_ (MHP) for the County(ies) of X, Y, Z.

**RECITALS**

**Whereas** the Prepaid Inpatient Health Plans (PIHPs) are designated as providers of specialized mental health, intellectual/developmental disability, and substance use disorder services under contract with the Michigan Department of Health and Human Services (MDHHS) consistent with the Michigan Mental Health Code (MMHC); and

**Whereas** the PIHPs manage the Medicaid Specialty Services and Supports Contract in a specified geographic region; and

**Whereas** the PIHPs and the Medicaid Health Plans (MHPs) desire to coordinate and collaborate their efforts in order to protect and promote the health of the shared Medicaid-enrolled population.

Now, therefore, the PIHP and the MHP agree as follows:

**A. Definitions**

**CMHSP** means Community Mental Health Service Program.

**MDHHS** means the Michigan Department of Health and Human Services.

**MHP** means Medicaid Health Plan.

**PCP** means Primary Care Provider.

**PIHP** means Prepaid Inpatient Health Plan.

**B. Roles and Responsibilities**

The parties acknowledge that the primary guidance concerning their respective roles and responsibilities stem from the following, as applicable:

- Medicaid Waivers
- Medicaid State Plan and Amendments
- Medicaid Provider Manual (MPM)
- Contractual Agreements between MDHHS, the PIHP, and the MHP
- Current Version of the DHHS Medicaid Mental Health and-Substance Use Disorder Payment Responsibility Grid

### **C. Term of Agreement, Amendments, and Cancellation**

This Agreement supersedes all prior MDHHS Coordinating Agreements between the undersigned PIHP and undersigned MHP. This Agreement is effective the date upon which the last party signs this Agreement until amended or cancelled. The Agreement is subject to amendment due to changes in the contracts between the MDHHS and the PIHP or the MHP. All Amendments shall be executed in writing. Either party may cancel the agreement upon **thirty (30) days** written notice. This Agreement must be reviewed at least annually and recommend to the Department any necessary modifications or remedies to improve continuity of care, care management, and the provision of health care services.

### **D. Purpose, Administration, and Point of Authority**

The purpose of this Agreement is to address the integration of physical and mental health services provided by the PIHP and the MHP for shared Medicaid Enrollees, specifically to improve Medicaid Enrollees' health status and experience of care and reduce unnecessary costs.

The PIHP and the MHP designate below the respective persons who have authority to administer this Agreement on behalf of the PIHP and the MHP:

[PIHP Name, Address, Phone, Signatory, and Agreement Authority with Contact Information]

[MHP Name, Address, Phone, Signatory, and Agreement Authority with Contact Information]

### **E. Areas of Shared Responsibility**

#### **1. Exchange of Information:**

- Each party shall inform the other of current contact information for their respective Medicaid Enrollee Service Departments and their designated point of contact for facilitation of Enrollee referrals between delivery systems.
- Contractor(s) will use the MDHHS CareConnect360 system to access the list of shared Enrollees.
- The parties shall encourage and support their staff, PCPs, Community Mental Health Services Program (CMHSP) providers, and other network providers in maintaining integrative communication regarding mutually served Medicaid Enrollees.
- The parties shall explore the prudence and cost-benefits of Medicaid Enrollee information

exchange efforts. The exchange of protected and/or confidential Medicaid Enrollee information shall be done in accordance with all applicable federal and state statutes and regulations.

- e. Prior to exchanging any Medicaid Enrollee information, the parties shall obtain a release from the Medicaid Enrollee as required by federal and state law.

## 2. Referral Procedures:

- a. The PIHP must assist shared Enrollees with understanding the role of the MHP and how and when to contact the MHP. The PIHP must exercise reasonable efforts to support Medicaid Enrollees in selecting and seeing a PCP.
- b. The MHP must assist Medicaid Enrollees with understanding the role of the PIHP and how and when to contact the PIHP. The MHP shall exercise reasonable efforts to support Medicaid Enrollees in selecting and seeing a PCP.
- c. Each party must exercise reasonable efforts to rapidly determine and provide the appropriate type, amount, scope, and duration of medically necessary services as guided by the MPM.
- d. The parties must establish processes to receive and act upon referrals made across delivery systems to ensure shared Enrollees can access needed care, as directed by each party's contract with MDHHS. Such processes shall include notification of a referral and transmission of relevant background information using MDHHS-specified format, process and timelines.
- e. The MHP must track referrals made to or from a PIHP or PIHP Network Provider and conduct outreach as needed to ensure the Enrollee is able to access needed services.

## 3. Medical and Care Coordination; Emergency Services; Pharmacy and Laboratory Services Coordination; and Quality Assurance Coordination:

- a. Each party shall exercise reasonable efforts to support shared Enrollees and systemic coordination of their care. Each party shall make available to the other contact information for case level medical and care coordination.
- b. Neither party shall withhold emergency services, and each party shall resolve payment disputes in good faith.
- c. Each party shall take steps to reduce duplicative pharmacy and laboratory services and agree to abide by DHHS Medicaid Mental Health and Substance Use Disorder Payment Responsibility Grid and other related guidance for payment purposes.
- d. Each party must work collaboratively to develop and implement performance improvement projects involving shared metrics and incentives for performance.

## **F. Appeal and Grievance Resolution**

Each agrees to fulfill its Medicaid Enrollee rights and protections as well as appeal and grievance obligations with Medicaid Enrollees and to coordinate resolutions as necessary and appropriate.

## **G. Dispute Resolution**

The parties specify below the steps that each shall follow to dispute a decision or action by the other party related to this Agreement:

- 1) Submission of a written request to the other party's Agreement Administrator for reconsideration of the disputed decision or action. The submission shall reference the applicable Agreement section(s), known related facts, argument(s), and proposed resolution/remedy; and
- 2) In the event this process does not resolve the dispute, either party may appeal to the applicable MDHHS Administration Contract Section representative.

Where the dispute affects a Medicaid Enrollee's current care, good faith efforts will be made to resolve the dispute with all due haste, and the receiving party shall respond in writing within **three (3) business days**.

Where the dispute is regarding an administrative or retrospective matter, the receiving party shall respond in writing within **thirty (30) business days**.

#### **H. Governing Laws**

Both parties agree that performance under this Agreement will be conducted in compliance with all applicable federal, state, and local statutes and regulations. Where federal or state statute, regulation, or policy is contrary to the terms and conditions herein, statute, regulation, and policy shall prevail without necessity of amendment to this Agreement.

#### **I. Merger and Integration**

This Agreement expresses the final understanding of the parties regarding the obligations and commitments which are set forth herein, and supersedes all prior and contemporaneous negotiations, discussions, understandings, and agreements between them relating to the services, representations, and duties which are articulated in this Agreement.

#### **J. Notices**

All notices or other communications authorized or required under this Agreement shall be given in writing, either by personal delivery or by certified mail (return receipt requested). A notice to the parties shall be deemed given upon delivery or by certified mail directed to the addresses shown below.

Address of the PIHP:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Address of the MHP:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

## **K. Headings**

The headings contained in this Agreement have been inserted and used solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

## **L. Severability**

In the event any provision of this Agreement, in whole or in part (or the application of any provision to a specific situation), is held to be invalid or unenforceable, such provision shall, if possible, be deemed written and revised in a manner which eliminates the offending language but maintains the overall intent of the Agreement. However, if that is not possible, the offending language shall be deemed removed with the Agreement, otherwise remaining in effect, so long as doing so would not result in substantial unfairness or injustice to either of the parties. Otherwise, the party adversely affected may terminate the Agreement immediately.

## **M. No Third-Party Rights**

Nothing in this Agreement, express or implied, is intended to or shall be construed to confer upon, or to give to, any individual or organization other than the parties, any right, remedy, or claim under this Agreement as a third-party beneficiary.

## **N. Assignment**

This Agreement shall not be assigned by any party without the prior written consent of the other party.

## **O. Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the one in the same instrument.

## **P. Signatures**

The parties, by and through their duly authorized representatives, have executed and delivered this Agreement. Every individual signing this Agreement on behalf of a party represents that he/she has full authority to execute and deliver this Agreement on behalf of that party with the effect of binding the party.

**IN WITNESS WHEREOF**, the parties hereto have entered in to, executed, and delivered this Agreement as of the day and year first written above.

**PIHP**

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

**MHP**

By: \_\_\_\_\_

Its: \_\_\_\_\_

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