

MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES
Behavioral Health and Developmental Disabilities 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 and developmental disability 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 Mental 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

MDHHS means the Michigan Department of Health and Human Services.

MHP means Medicaid (Medical) Health Plan.

PCP means Primary Care Physician/Practitioner.

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)
- The MDHHS, the PIHP Contracts, and the MHPs. See **Attachment A** for specific provisions of said contracts.
- Medical Services Administration (MSA) Medicaid *L-Letter 10-21*
http://www.michigan.gov/documents/MDHHS/L_10-21_with_attachment_322809_7.pdf

C. Term of Agreement, Amendments, and Cancellation

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.

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 common Medicaid Enrollees. Specifically, to improve Medicaid Enrollee's health status, improve the Medicaid Enrollee's experience of care, and to 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:
 - a. Each party shall inform the other of current contact information for their respective Medicaid Enrollee Service Departments.
 - b. The MHP shall make electronically available to the PIHP its enrolled common/shared Medicaid Enrollee list together with their enrolled Medicaid Enrollee's PCP and PCP contact information, monthly.

- c. The parties shall explore the prudence and cost-benefits of Medicaid Enrollee information exchange efforts. If protected and/or confidential Medicaid Enrollee information are to be exchanged, such exchanges shall be in accordance with all applicable federal and state statutes and regulations.
- d. The parties shall encourage and support their staff, PCPs, and provider networks in maintaining integrative communication regarding mutually served Medicaid Enrollees.
- 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 shall exercise reasonable efforts to assist Medicaid Enrollees in understanding the role of the MHP and how to contact the MHP. The PIHP shall exercise reasonable efforts to support Medicaid Enrollees in selecting and seeing a PCP.
- b. The MHP shall exercise reasonable efforts to assist Medicaid Enrollees in understanding the role of the PIHP and how to contact the PIHP. The MHP shall exercise reasonable efforts to support Medicaid Enrollees in selecting and seeing a PCP.
- c. Each party shall exercise reasonable efforts to rapidly determine and provide the appropriate type, amount, scope, and duration of medically necessary services as guided by the MPM.

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 the Medicaid Enrollee and systemic coordination of care. The parties shall explore and consider the prudence and cost-benefits of systemic and Medicaid Enrollee focused care coordination efforts. If care coordination efforts involve the exchange of Medicaid Enrollees' health information, the exchange shall be in accordance with applicable federal and state statutes and regulations related thereto. 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 L-Letter 10-21 and other related guidance for payment purposes.
- d. Each party agrees to consider, and may implement by mutual agreement, Quality Assurance Coordination efforts.

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: _____

Coordination Agreement Outline of Required Elements

INTRODUCTION

A. Basis:

Current contract language requires the PIHPs and the MHPs “have a written, functioning Coordination Agreement with plans serving any part of each organization’s respective service area”. The written Coordination Agreement shall describe the coordination arrangements, inclusive of but not limited to, the exchange of information, referral procedures, care coordination, and dispute resolution. “At a minimum, these arrangements must address the integration of physical and mental health services provided by the PIHP and the MHP for the shared individual base plans.”¹

A Coordination Agreement currently exists and is in force between contractors (the PIHPs and the MHPs). The Request for Proposal (RFP) issued by the MDHHS on May 8, 2015, to guide the MHP re-procurement includes language specifying requirements for the PIHP and the MHP alignment that are expected to be included as contract language for both the PIHPs and the MHPs as of January 1, 2016. This includes the following: “Contractors must, in collaboration with the coordinating PIHPs and/or the MHPs, update the Coordination Agreement to incorporate any necessary remedies to improve continuity of care, care management, and the provision of health care services, at least annually”².

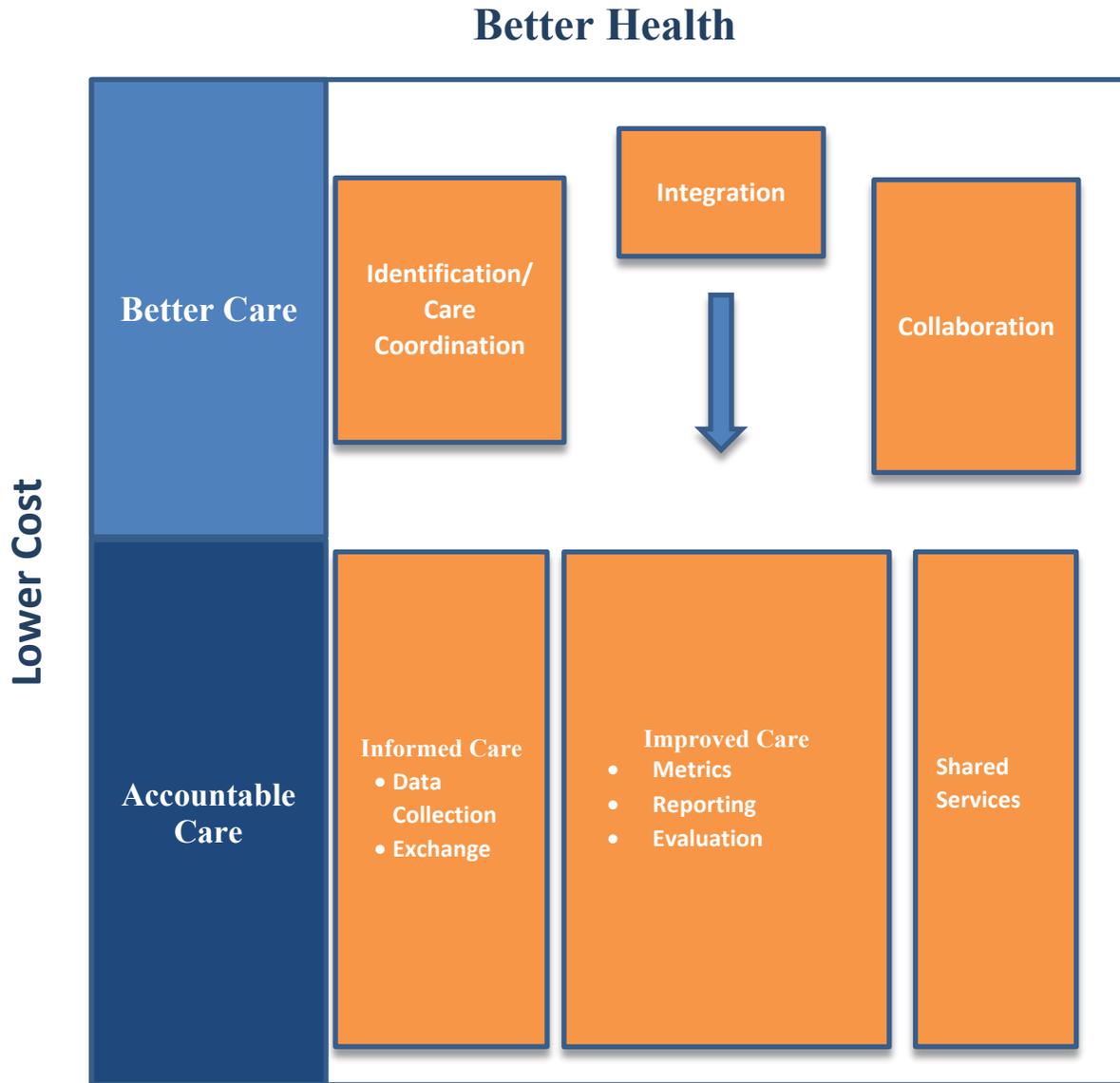
Greater system integration across physical and behavioral health care delivery systems as well as provision of community-based social support services, is a primary goal of Michigan’s Medicaid and broad State Innovation Plan health care reforms. Fundamentally, operationalizing processes for streamlined care management and continuity of care will serve as the foundation by which this greater integration can be achieved. As illustrated in Figure 1, the result will be a healthier Michigan population, served by an accountable, value-based health system for the State. Michigan’s contracting the PIHPs and the MHPs recognize the value of continuing to update and enhance its Coordination Agreement to reflect quality improvement efforts and incorporate provisions that will define and strengthen levels of streamlined collaboration.

This document serves as an attachment to the master Coordination Agreement that must be updated on a regular and ongoing basis to further clarify, enhance, and expand aspects of the PIHP and the MHP coordination that benefit Michigan Medicaid beneficiaries.

¹PIHP Contract section 7.3

²MHP RFP Behavioral Health Integration Section I.C.1.c

Figure 1



Healthier Michigan

³Based Upon Michigan Blueprint for Health Innovation 2014

B. Definitions:

Continuity of Care: means the quality of care over time, including both the patient's experience of a 'continuous caring relationship' with an identified health care professional and the delivery of a 'seamless service' through integration, coordination, and the sharing of information between different providers.⁴

Care Management: means the application of systems, science, incentives, and information to improve practice as well as assist consumers and their support system to become engaged in a collaborative process designed to manage medical/social/mental health conditions more effectively. The goal of care management is to achieve an optimal level of wellness and improve care coordination while providing cost effective, non-duplicative services.⁵

Care Coordination: means a set of activities designed to ensure needed, appropriate, and cost-effective care for beneficiaries. As a component of overall care management, care coordination activities focus on ensuring timely information, communication, and collaboration across a care team and between Responsible Plans. Major priorities for care coordination in the context of a care management plan include:

- Outreach and contacts/communication to support patient engagement,
- Conducting screening, record review and documentation as part of Evaluation and Assessment,
- Tracking and facilitating follow up on lab tests and referrals,
- Care Planning,
- Managing transitions of care activities to support continuity of care,
- Address, social supports, and making linkages to services addressing housing, food, etc., and
- Monitoring, Reporting and Documentation.

For purposes of this document, Care Coordination also refers to the levels of coordinated care management and care coordination activities carried out under the auspices of the PIHP and the Managed Care Organization (MCO) contractors.

Contractors: means the Prepaid Inpatient Health Plans (PIHPs) and the Medicaid Health Plans (MHPs).

Responsible Plans: means Contractors with responsibility for Medicaid beneficiaries within the shared service area.

⁴Journal for Health Services Research and Policy. 2006 Oct 11 (4):248-50. **What is 'continuity of care'?**

⁵Center for Health Care Strategies: Care Management Definition and Framework, 2007

Clarifying Operational Standards for the PIHP and the MCO Coordination

C. Population Identification and Stratification:

Identification and stratification are necessary to align resources across the Responsible Plans to those beneficiaries exhibiting the greatest needs.

Standards to Operationalize:

- 1) The Contractors agree to work collaboratively with the Responsible Plans serving shared Enrollees to meet the requirements in this section for identifying and coordinating the provision of services to Enrollees shared by both entities who have significant behavioral health issues and complex physical co-morbidities.⁶
- 2) The Contractors must work with the Responsible Plans to jointly create and implement a method for stratifying Enrollees shared by both entities who have significant behavioral health issues and complex physical co-morbidities.⁷

Recommended Steps: Engage identified Responsible Plans that will participate and agree on a process and timeline for drafting and adopting methodology.

- Define responsibility and timing required to achieve the required action.
- Assess any existing capacity/methodology within responsible plans.
- Identify strengths and gaps of existing approaches, including availability of/access to needed data.
- Define and test methodology.
- Ensure evaluation/revision process is in place.
- Consider the provider network (PIHP and MHP) input and impact.
- Determine how findings will be used collaboratively to align resources and improve population health.

D. Care Coordination:

Background: The MHPs are required to arrange for a robust care management program that meets national best practice standards (i.e. the National Committee for Quality Assurance (NCQA) and/or the URAC accreditation standards) and all requirements in this section to all Enrollees requiring intensive care management.⁸

⁶MHP RFP Behavioral Health Integration Section I.C.3.a

⁷MHP RFP Behavioral Health Integration Section I.C.3.b

⁸MHP RFP Behavioral Health Integration Section I.A.1.

Standards to Operationalize:

- 1) The Contractors must work to jointly develop care management standards for providing care management services to Enrollees shared by both entities who have significant behavioral health issues and complex physical co-morbidities based on patient needs and goals.⁹

Recommended Steps: Engage the identified Responsible Plans that will participate and agree on process and timeline for drafting and adopting standards.

- Define responsibility and timing required to achieve the required action.
- Establish a process for drafting standards including stakeholder input, approval, and adoption.
- Ensure compatibility with the NCQA and/or the URAC standards.
- Ensure compatibility with the PIHP and/or the CMHSP standards.
- Ensure compatibility with the MHP standards.
- Ensure evaluation/revision process is in place.

- 2) The Contractors must work to jointly develop and implement processes for providing coordinated complex care management services to Enrollees shared by both entities who have significant behavioral health issues and complex physical co-morbidities.¹⁰

Recommended Steps: Engage the identified Responsible Plans that will participate and agree on a process and timeline for drafting and adopting processes:

- Define responsibility and timing required to achieve the required action.
- Establish a plan for developing a service description including stakeholder input, approval, and adoption.
- Ensure compatibility with the NCQA and/or the URAC processes.
- Assess/Ensure compatibility with the PIHP and/or the CMHSP processes.
- Assess/Ensure compatibility with the MHP processes.
- Ensure compatibility with Duals Pilot processes.
- Ensure evaluation/revision process is in place.

⁹MHP RFP Behavioral Health Integration Section I.C.3.c

¹⁰MHP RFP Behavioral Health Integration Section I.C.3.d

- 3) The Contractors must work to jointly create a care management tool used by staff from each organization to document a jointly created care plan and to track contacts, issues, and services regarding Enrollees shared by both entities who have significant behavioral health issues and complex physical co-morbidities.¹¹

Recommended Steps: Engage identified Responsible Plans that will participate and agree on a process and timeline for drafting and adopting tools:

- Define responsibility and timing required to achieve the required action.
 - Define the process for selection/development, including stakeholder input, approval, and adoption.
 - Assess/Ensure compatibility with the PIHP and/or the CMHSP tools.
 - Assess/Ensure compatibility with the MHP tools.
 - Ensure evaluation/revision process is in place.
- 4) The Contractors' care managers must hold case reviews, at least monthly, during which the care managers and other team members, including community health workers, pharmacists, medical directors, and behavioral health providers must discuss Enrollees shared by both entities who have significant behavioral health issues and complex physical co-morbidities, and develop shared care management interventions.¹²

Recommended Steps: Engage the identified Responsible Plans that will participate and agree on a process and timeline for drafting a process for case reviews:

- Plan for process development and adoption, including stakeholder input and timeline.
- Define process members and responsibilities.
- Assess/Ensure compatibility with the PIHP and/or the CMHSP processes.
- Assess/Ensure compatibility with the MHP processes.
- Clarify process for documented accountability and monitoring of defined interventions.

E. Integration of Physical and Behavioral Health:

Integration of Physical and Behavioral Health improves the beneficiaries Continuity of Care and promotes improved health outcomes.

¹¹MHP RFP Behavioral Health Integration Section I.C.3.e

¹²MHP RFP Behavioral Health Integration Section I.C.3.f

Standards to Operationalize:

- 1) Contractor must collaborate with Responsible Plans serving its Enrollees to improve integration of behavioral health and physical health services by meeting the following requirements:
 - a) Facilitate the placement of primary care clinicians in the Community Mental Health Centers (CMHC) to enable Enrollees to receive both primary care services and behavioral health services at the location where they are most comfortable and incorporate principles of shared decision-making.¹³
 - b) Facilitate placement of behavioral health clinicians in primary care settings and providing training on treating Enrollees in a holistic manner, using a single treatment plan that addresses both physical and mental health needs, taking into account unmet needs, such as substance abuse treatment, and also helping the individual access his/her natural community supports based on his/her strengths and preferences.¹⁴
 - c) Develop and implement initiatives to improve communication and collaboration between the Contractors' provider networks (PIHPs, MHPs, contracted CMHSPs, and other behavioral health providers).¹⁵

Recommended Steps: Engage the identified Responsible Plans that will participate and agree on a process and timeline for drafting and adopting a plan to facilitate placements and improve communication:

- Define the responsibility and timing required to achieve the required action.
- Establish the selection criteria for primary care clinician/behavioral health clinician placements.
- Assess the strengths and weaknesses of current communication and coordination efforts to assure efficiency and effectiveness.
- Define how collaboration/coordination with provider networks will occur.
- Ensure the evaluation/revision process is in place.

F. Collaboration:

Collaboration is based upon joint expectations, relationships, and the ongoing exchange of information to address mutually agreed upon goals.

¹³MHP RFP Behavioral Health Integration Section I.C.4.a.1

¹⁴MHP RFP Behavioral Health Integration Section I.C.4.a.2

¹⁵MHP RFP Behavioral Health Integration Section I.C.4.a.3

Standards to Operationalize:

- 1) The Contractors must establish key contact personnel in the Responsible Plan and develop or jointly participate in a MDHHS-approved community-based public health initiative or project and report the project results to the MDHHS.
 - a) The Responsible Plans must meet for this purpose, at least quarterly.
 - b) The Responsible Plans must include, to the extent possible, key clinical leads at the CMHSPs and other stakeholders.
 - c) The Responsible Plans must report projects and ongoing results to the MDHHS, at least annually.¹⁶

Recommended Steps: Engage the identified Responsible Plans that will participate and agree on a process and timeline for drafting a plan to fulfill and report on public health initiatives:

- Identify the key staff (if staff differ from contacts in the Model Coordination Agreement).
 - Establish a quarterly meeting calendar and recommended agenda items.
 - Define the meeting participant roles and responsibilities.
 - Assign the responsibility for reporting to the MDHHS as required.
- 2) The Contractors must maintain an electronic bidirectional exchange of information with the Responsible Plan.¹⁷

Recommended Steps: Engage the identified Responsible Plans that will participate and agree on a process to ensure information exchange:

- Define the responsibility and timing required to achieve the required action.
- Assess any existing capacity/methodology within responsible plans.
- Identify the strengths and gaps of existing approaches, including availability of/access to needed data.
- Assess the provider network (PIHP and MHP) input, impact.
- Define and test the methodology.
- Ensure the legal and compliance review.
- Ensure the evaluation/revision process is in place.

¹⁶MHP RFP Behavioral Health Integration Section I.C.1.d.i-iii

¹⁷MHP RFP Behavioral Health Integration Section I.C.2.b.

G. Data Collection/Performance Reporting:

Informed, accountable care and management requires the collection, sharing, and reporting of actionable data. Performance Improvement requires the assessment, prioritization, and development of strategies to address this data.

Standards to Operationalize:

- 1) The Contractors must work collaboratively and with the MDHHS to share data and develop a process to produce, at intervals designated by the MDHHS, a list of Enrollees who have significant behavioral health issues and complex physical comorbidities.¹⁸
- 2) The Contractors must separately track and report all grievances and appeals for Enrollees jointly served.¹⁹
- 3) The Contractors must work collaboratively with PCPs and the MDHHS to develop and implement performance improvement projects involving shared metrics and incentives for performance.²⁰
- 4) The Contractors agree to report to the MDHHS the results of shared metric performance incentive programs in a manner determined by the MDHHS.²¹

Recommended Steps: Engage the identified Responsible Plans that will participate and agree on a process and timeline for drafting a plan for joint performance improvement and reporting plan:

- Define the responsibility and timing required to achieve the required action.
- Assess the existing capacity/methodology within the Responsible Plans.
- Identify the strengths and gaps of existing approaches, including availability of/access to needed data.
- Assess the provider network (PIHP and MHP) input and impact.
- Draft the collaborative performance improvement process and structure, including the assignment of responsibility, and the process for project selection.
- Identify the required reports/metrics.
 - Recommend consideration of nationally normed and validated measures with existing data sources (e.g. hospital readmissions, ED utilization, primary care engagement, etc.).

¹⁸MHP RFP Behavioral Health Integration Section I.A.2.

¹⁹MHP RFP Behavioral Health Integration Section I.C.1.b.

²⁰MHP RFP Behavioral Health Integration Section I.C.3.g.

²¹MHP RFP Behavioral Health Integration Section I.C.3.h.

- Jointly develop the data definitions, test, and implement the reporting processes.
- Ensure the evaluation/revision process is in place.

H. Optional Services:

This section creates the opportunity to individualize arrangements between the Responsible Plans to meet contractual standards more efficiently and effectively. Potential areas/standards for additional agreements include:

The MHP Integration Requirements from the RFP:

- 1) The Contractor agrees to provide primary care training on evidence-based behavioral health service models for primary care providers, such as Screening, Brief Intervention, and Referral to Treatment (SBIRT).²²
- 2) Community Health Workers (CHWs)
 - The Contractor must provide or arrange for the provision of CHWs or peer-support specialist services to Enrollees who have significant behavioral health issues and complex physical co-morbidities who will engage with and benefit from CHWs or peer-support specialist services. Examples of CHW services include but are not limited to:
 - Conduct home visits to assess barriers to healthy living and accessing health care.
 - Set up medical and behavioral health office visits.
 - Explain the importance of scheduled visits to clients.
 - Remind the clients of scheduled visits multiple times.
 - Accompany the clients to office visits, as necessary.
 - Participate in office visits, as necessary.
 - Advocate for the clients with providers.
 - Arrange for social services (such as housing and heating assistance) and surrounding support services.
 - Track the clients when they miss appointments, find out why the appointment was missed, and problem-solve to address barriers to care.
 - Help boost the clients' morale and sense of self-worth.

²²MHP RFP Behavioral Health Integration Section I.B.1.a.

- Provide the clients with training in self-management skills.
- Provide the clients with someone they can trust by being reliable, non-judgmental, consistent, open, and accepting.
- Serve as a key knowledge source for services and information needed for the clients to have healthier, more stable lives.²³
- The Contractor agrees to establish a reimbursement methodology for outreach, engagement, education, and coordination services provided by CHWs or peer-support specialists to promote behavioral health integration.²⁴

Standards to Operationalize – PIHP Contract:

- The PIHP will initiate affirmative efforts to ensure the integration of primary and specialty behavioral health services for Medicaid beneficiaries. These efforts will focus on individuals that have a chronic condition such as a serious and persistent mental health illness, co-occurring substance use disorder (SUD), or a developmental disability (DD) and have been determined by the PIHP to be eligible for Medicaid Specialty Mental Health Services and Supports.
- The PIHP will implement practices to encourage all individuals eligible for Medicaid Specialty Mental Health Services and Supports to receive a physical health assessment including identification of the primary health care home/provider, medication history, identification of current and past physical health care, and referrals for appropriate services. The physical health assessment will be coordinated through the consumer's MHP as defined in the PIHP-MHP Model Agreement.
- The PIHP will ensure that a basic health care screening, including height, weight, blood pressure, and blood glucose levels, is performed on individuals who have not visited a PCP, even after encouragement, for more than 12 months. Health conditions identified through screening should be brought to the attention of the individual along with information about the need for intervention and how to obtain it.²⁵

Recommended Steps: Engage the identified Responsible Plans that will participate and agree on a process to assess and prioritize opportunities for shared services:

- Inclusive of, but not limited to, the requirements above.
- Assessment of the ability to meet requirements more effectively and efficiently.
- Prioritize and develop a plan to implement prioritized opportunities.

²³MHP RFP Behavioral Health Integration Section I.B.2.a.i-xiii

²⁴MHP RFP Behavioral Health Integration Section I.B.2.b.

²⁵PIHP Contract Section 7.4

I) Dispute Resolution Mechanisms:

Recommended Steps: As defined in the PIHP-MHP Model Agreement, consider opportunities to assign responsibility for problem-solving prior to formal dispute to lead contacts from the Responsible Plans.

J) Evaluation:

Evaluation is a key component to performance improvement and necessary to ensure the ongoing improvement of integration and coordination efforts.

Standards to Operationalize:

- The Contractors must collaboratively update the Coordination Agreement to incorporate any necessary remedies to improve the continuity of care, care management, and the provision of health care services, at least annually²⁶

Recommended Steps: Engage the identified Responsible Plans that will participate and agree on a process and timeline for drafting and adopting a process to evaluate each area above and agreement overall:

- Define the responsibility and timing required to achieve the required action.
- Define the evaluation domains and processes.
- Recommend the initial evaluation at three (3) and six (6) months due to new requirements.
- Report the results.
- Incorporate the evaluation into performance improvement processes.
- Identify the improvements to evaluation processes.
- Evaluate annually thereafter.

²⁶MHP RFP Behavioral Health Integration Section I.C.1.c.