

“IN NETWORK” SERVICE CONTRACT

Between

ST. CLAIR COUNTY COMMUNITY MENTAL HEALTH AUTHORITY

And

_____ (Enter Provider Name)

**EFFECTIVE: _____ THROUGH _____
(Enter Effective Dates of Contract)**

REGARDING: Residential Services

Personal Care & Community Living Supports
Children’s Crisis Residential

SERVICE CONTRACT

with

(Enter Contract Provider Name)

This Contract is between **St. Clair County Community Mental Health Authority (SCCCMHA)**, located at 3111 Electric Avenue, Port Huron, MI 48060 (hereinafter referred to as "CMH") and **(Enter Contract Provider Name)** located at _____, _____, MI _____ **(Enter Contract Provider Address)** (hereinafter referred to as "CONTRACTOR"). It is agreed that CONTRACTOR is an independent Contractor at all times and for all purposes hereunder.

I. GENERAL INFORMATION:

- A. Authority: This Contract is entered into under the Authority granted by *Act 258* of the *Public Acts of 1974*, as amended (hereinafter referred to as the "Michigan Mental Health Code").
- B. Term: This Contract shall be in effect from _____ through _____ **(Enter Effective dates of Contract)** inclusive, unless terminated in accordance with the termination section of this Contract.
- C. Part of Region: CMH, as a Provider of Medicaid services, functions as part of Region 10 Prepaid Inpatient Health Plan (Region 10 PIHP), comprised of Genesee Health Services, Lapeer CMH, Sanilac CMHA and St. Clair CMHA. By entering into this Agreement, CONTRACTOR acknowledges membership in CMH's Network Provider Panel and agrees to maintain positive working relationships with other Contractors within CMH's Provider Network to best serve the needs of the persons served of CMH.
- D. Independent Contractor: CONTRACTOR shall perform all of its services under this Contract as an Independent Contractor and not as an employee of CMH or the Region 10 PIHP. Officers, employees, and agents of CONTRACTOR shall in no way be deemed to be and shall not hold themselves out as officers, employees, or agents of CMH. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a CMH employee, including, but not limited to, vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers compensation, and protection of tenure.

II. SERVICES:

- A. CMH will provide timely authorization and documentation of the authorization to CONTRACTOR. For the purposes of this provision, timely means at least meeting the requirements of Code of Federal Regulations (CFR) Section 438.210(d)(1) - 14 days.
- B. CONTRACTOR agrees it has the duty to treat all eligible persons referred and receiving services; all individuals shall be treated in the same manner with respect to availability of services.
- C. CONTRACTOR agrees to notify CMH if they are able to accept referrals within fourteen (14) days of the request and when a vacancy exists. Should CONTRACTOR disagree with CMH's interpretation that the individual meets the entrance criteria, CONTRACTOR must appeal the referral according to the Dispute Resolution Process. (This provision is not applicable to HUD homes).

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- D. CMH agrees to assume responsibility for delivering to CONTRACTOR, prior to placement, an Individual Plan of Service (IPOS) for every person placed in the home. CMH further agrees that in the event of an emergency placement:
1. CMH case holder will provide appropriate licensing-required documentation to CONTRACTOR with regards to the person's general care needs prior to the admission of an emergency placement.
 2. At the time of placement CONTRACTOR will use Program Placement/Transfer Meeting notes (Form #41). An interim Plan shall be delivered to CONTRACTOR within twenty-four (24) hours and an IPOS within fifteen (15) days of the date that the person is placed in the home.
- E. CONTRACTOR agrees to provide authorized services to eligible persons. All services shall be provided in a manner that conforms to Michigan Department of Health and Human Services (MDHHS)-"Medicaid Provider Manual" requirements for Medicaid services and other services as described in CMH policy "Clinical Protocols and Practice Guidelines" (#01-002-0015) for both Medicaid and non-Medicaid services (BC/BS, General Fund, and other third-party payers) regarding access to, timeliness of, and the scope, intensity and duration of service. CONTRACTOR is responsible for providing Personal Care and Community Living Supports for each person as described in Attachment A. indicated on his/her *Residential Support Assessment* and incorporated into the Individual Plan of Service (IPOS), using the Person-Centered Planning (PCP) process.
- F. The Individual Plan of Service (IPOS) is developed from a collaborative process that is driven by the needs of persons served. CONTRACTOR must implement the IPOS, as written, and adhere to clinical direction from CMH's Treatment Team.
- G. CONTRACTOR, upon receipt of request, will provide information and assistance to CMH in assessing person's functioning and progress in meeting service objectives.
- H. Each Foster Care / Group Home must have a crisis response contact list and must include each individual's case holder's information (i.e. name and telephone number) as the first contact for treatment-oriented crisis.
- I. CONTRACTOR will participate in the PCP process as outlined in the MDHHS Best Practice Guidelines. CONTRACTOR recognizes, respects, and supports persons' rights to choose service staff, including professional and personal caregiving, to the extent possible and appropriate. It is the responsibility of CONTRACTOR to request a review within the PCP process of the IPOS as circumstances, needs, and desires of the persons' changes.
- J. Existing staff must review current IPOS and the IPOS's 'Signature Sheets' must be signed by all staff. New staff must review all IPOS and sign 'Signature Sheets' prior to working their first shift / providing direct care. IPOS 'Signature Sheets' must be forwarded to the appropriate case holder within 48 hours of receipt and/or providing services. In the event of extenuating circumstances, staff providing emergency coverage, who are not IPOS trained in the home for which they are providing coverage, will follow the items listed in the, "IPOS Summary," document pertaining to each individual residing in the home. The emergency staff will review and sign off on the document before beginning their shift(s). Additionally, any emergency staff must work with at least one (1) IPOS trained staff in the home at all times.
- K. CONTRACTOR will allow CMH staff to meet for a minimum of 1 hour per month at the home with Group Home staff to gather clinical information and share clinical

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interventions regarding residents residing in the AFC / Group Home. The Group Home meeting will be with as many group home staff as possible and could be more frequent than one time per month depending on clinical needs in the home.

- L. CMH staff will show CMH ID when conducting planned and unplanned face-to-face visits to monitor services being provided and offer clinical support.
- M. CONTRACTOR must ensure appropriate staffing in the event a staff person calls-in, no-shows, quits, or is terminated. CONTRACTOR must have supervisory coverage in the home on both morning and afternoon shifts. CONTRACTOR must have a nurse on site at least one hour per day, per resident in the home and on-call 24/7.
- N. To monitor individual's satisfaction, CONTRACTOR is to administer Recipient and Guardian Satisfaction Surveys to the recipient of services and guardians and forward results annually to CMH, via Performance Indicator reporting.
- O. CONTRACTOR agrees to maintain records in accordance with CMH policy ("Case Record Format and Removal Process", #03-002-0005). All records relative to this Contract shall be available at any reasonable time for examination or audit by personnel authorized by CMH or law. CONTRACTOR further agrees that all case records relative to this Contract, whether in the possession of CMH or CONTRACTOR are owned by CMH.
- P. If the health and safety of the person served is in jeopardy, it is the duty of both Parties to cooperate in the immediate resolution of the situation.
- Q. CONTRACTOR may not be prohibited from discussing treatment options with the person served / guardian which may not reflect the preferences of CMH.
- R. CONTRACTOR is not prohibited from advocating on behalf of one (1) or more person served with respect to grievance and appeal, utilization management, or authorization issues.
- S. CONTRACTOR serving individuals under the age of 21: The Early and Periodic Screening, Diagnostic and Treatment (EPSDT) benefit provides comprehensive and preventive health care services for beneficiaries under age 21 who are enrolled in Medicaid. EPSDT is key to ensuring that children and adolescents receive appropriate preventive, dental, mental health, developmental, and specialty services. CMH is responsible to make these benefits available both, directly and via its Provider Network. CONTRACTOR understands that it may be providing or coordinating these services via this Contract with CMH.
- T. CONTRACTOR shall be in full compliance with the Home and Community Based Setting requirements for CMS approved Medicaid Authorities and the state's approved transition plan as required by the rule.
New CONTRACTORS, or existing CONTRACTORS with a new setting or services, must obtain provisional approval status through completion of the HCBS New Provider Survey, demonstrating that the CONTRACTOR does not require heightened scrutiny. Providers given provisional approval may provide services to HCBS participants for up to 90 days; however, are required within those 90 days to complete the HCBS survey and cooperate to demonstrate 100% compliance with the Federal HCBS rule and State requirements. Failure to complete the provisional approval process and the ongoing approval process will result in the exclusion from participating in Medicaid or Healthy Michigan Plan funded HCBS services and exclusion from contracting with the CMH.

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III. REIMBURSEMENT / CLAIMS / RATES:

- A. CONTRACTOR shall ensure its accounting procedures and internal financial controls shall conform to generally accepted accounting principles in order that the costs allowed by this Contract, as defined by 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, can be readily ascertained and expenditures verified. Parties understand and acknowledge that their accounting and financial reporting under this Contract must be in compliance with MDHHS' accounting and reporting requirements.
- B. Administration costs related to CONTRACTOR will be capped at 15% of the total Medicaid-allowable cost of services provided.
- C. Reimbursement for Services:
1. CMH shall reimburse CONTRACTOR at the rates identified in Attachment B ("Rates") for services rendered by CONTRACTOR that have been authorized by CMH. Actual payments are subject to ability-to-pay in accordance with Chapter 8 of the Mental Health Code and Chapter 8 of the Administrative Rules, Coordination-of-Benefits, and Medicaid deductible.
 2. No payment will be made for vacant or 'held' bed days.
 3. The individual must receive at least one (1) Personal Care (PC) and/or one (1) Community Living Supports (CLS) service activity for that day to be reported; the activity must relate to the goals as specified in the Individual Plan of Service. If individual does not receive services within a day (i.e. midnight to midnight), this day cannot be counted (reported or billed).
 4. The same day may NOT be reported by two (2) homes (transfers); *nor* if the person is moving from a certified/licensed setting to a non-licensed setting which will be using a per diem code; *nor* if person has a hospitalization or nursing home stay; *nor* as person served terminates the licensed/certified CLS and/or PC services, including leaving CMH's system. The discharge day or the day the person "moves" to the other setting is not reportable as a CLS and/or PC per diem by the Home for the person who is "leaving."
 5. CONTRACTOR will not be reimbursed for any 'Level II' services that CMH has not authorized, in advance, with the exception of emergency / crisis services, which must be authorized within the next business day after they have been provided.
 6. The "day" of attendance/service is based on the beneficiary receiving at least one (1) PC and/or CLS activity and as noted above is not moving that day to another setting (permanently, or in the case of temporary hospitalization). However, the beneficiary may be absent from the home for other leaves, (e.g., visits with family/friends).
 - For both, the day they leave, and the day they return, *if* they receive at least one (1) activity of PC and/or CLS, then that day may be reported.
 - If the person is out of the home on leave for an entire 24-hour day, that day is not reportable.
 7. CONTRACTOR will be required to return any payments received from CMH if it is determined, through Case Record Reviews, that adequate and timely (within 24 hours of service provision) documentation ('Daily Logs') which support activities is not available in the person's case record to support such payment.

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D. Coordination-of-Benefits / Payer-of-Last-Resort: CMH shall be responsible for coordinating public and private benefits for each person being served. CONTRACTOR acknowledges that CMH is the Payer-of-Last-Resort.

E. Deductible Report Claim: CONTRACTOR must submit to Department of Health and Human Services (DHHS) and CMH copies of the Deductible Report for each person as a deductible.

CONTRACTOR will inform the person of DHHS' '1605' letter they will be receiving and to bring the letter in at the next appointment.

If CONTRACTOR receives DHHS' '1605' letter from the person, this should also be submitted to CMH before a claim can be adjudicated.

If services are provided over the deductible amount, then CONTRACTOR must follow-up with DHHS Worker to assure compliance with meeting the deductible amount and receiving Medicaid for a portion of the month before the claim will be adjudicated.

F. Liability for Payment: CONTRACTOR may not bill individuals for the difference between CONTRACTOR's charge and the CMH's payment for services.

CONTRACTOR shall not seek nor accept additional supplemental payment for covered services furnished under a contract, referral, or other arrangement, to the extent that those payments are in excess of the amount that the beneficiary would owe if the CMH provided the services directly.

CONTRACTOR agrees not to maintain any action against a person to collect sums that are owed to CONTRACTOR under the terms of this Contract, even in the event CMH fails to pay, becomes insolvent, or otherwise breaches the terms and conditions of this Contract.

This section will survive the termination of this Contract, regardless of the cause of termination and will be construed to be for the benefit of the person.

G. Claims Submission Process:

1. CONTRACTOR responsibilities:

- a. CONTRACTOR shall submit claims for CMH-authorized services rendered under this Contract.
- b. All monthly Billing Statements of CONTRACTOR shall specify each billable service specific to every person.
- c. In order to be considered "clean claims" for which payments from CMH may be made, the claim(s) must be complete, timely, accurate and ready for processing without obtaining additional information from CONTRACTOR or third-party. CONTRACTOR's billing of services claims must be received by CMH within three (3) working days of the end of the month in which services were provided or within three (3) working days of receipt of the EOB from the third-party payer when third-party coordination-of-benefits is an issue.
- d. CONTRACTOR's submittal of a billing statement of claims for any reimbursement hereunder shall constitute CONTRACTOR's verification that the required services and documentation have been completed, in compliance with the reimbursement requirements of CMH, MDHHS, Medicaid, Medicare, and/or third-party reimbursers, and is currently on file.
- e. If CONTRACTOR's services and service documentation are not in compliance with the reimbursement requirements of CMH, MDHHS, Medicaid, Medicare, and/or third-party reimbursers, CONTRACTOR shall not be paid and/or shall return payments received from CMH.

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- f. Claims/data that are more than sixty (60) days past due may not be processed and/or reimbursed.
2. CMH responsibilities:
- a. CMH shall authorize and process claims payments to CONTRACTOR within thirty (30) days following receipt of a “clean claim” from CONTRACTOR.
 - b. When third-party payers are not involved, any claims received more than sixty (60) days after the date of service may not be paid by CMH.
- H. CONTRACTOR agrees to maintain separate accounts and auditable records on behalf of each person with respect to personal funds. Personal Allowance is part of an individual person’s funds. The ‘Personal Funds’ policy (#05-003-0050) must be followed. By the third (3rd) working day of the next month, CONTRACTOR will submit copies of resident fund records, (including any separate forms for all accounts, i.e. savings, checking, cash, etc.) including copies of receipts for all expenditures to the Primary Caseholder. Multiple receipts for one resident may be copied on one sheet of paper, as long as each receipt is identifiable.
- I. CONTRACTOR understands that CMH will only reimburse for excess medical needs when prior written approval is obtained from CMH. CONTRACTOR must follow the Specialized/Enhanced Medical Equipment and Supplies, Environmental Modifications, and/or Enhanced Pharmacy policy #07-003-0065.
- J. CONTRACTOR agrees to assist CMH in securing entitlements for all eligible persons who reside in a licensed residential home for whom CMH is paying CONTRACTOR.
- K. CONTRACTOR receiving \$500,000.00 or more of Contract funding must obtain an annual, independent financial audit of their entire organization.
 CONTRACTOR’s Certified Public Accountant (CPA) will submit three copies of the audited Financial Statements, Management Letter, Auditing Procedures Report (Attachment D), and evidence of financial solvency to CMH within thirty (30) days of receipt, but no later than March 31st following the end of CMH Fiscal Year.
 CONTRACTOR agrees that should the final audit disclose any areas of non-compliance with CMH’s policies, this Contract, or Costing Principles, a Plan of Correction will be required and must be submitted within sixty (60) days of the request.
- L. Access to Records: CONTRACTOR shall maintain all pertinent financial and accounting records and evidence pertaining to this Contract based on financial and statistical records that can be verified by CMH and/or its auditors.
 Financial reporting shall be in accordance with Generally Accepted Accounting Principles (GAAP) applicable to state and local governments as promulgated by the Governmental Accounting Standards Board (GASB).
 CMH, Federal government, State of Michigan or their designated representatives shall be allowed to inspect, review, copy and/or audit all financial records pertaining to this Contract.

IV. STAFFING SCHEDULE:

- A. “Staffing Schedule” (Attachment B), documenting the number of Full-Time Equivalent (FTEs) within each Foster Care / Group Home must be submitted quarterly (or more frequently if changes are made) to CMH’s Finance Department by the 15th of the following month to substantiate the Cost Calculations for development of individualized rates.

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“Staffing Schedules” will be periodically verified by CMH staff through unscheduled visits to monitor service provision to ensure minimum staffing levels are being maintained; monitoring the health and safety of the individuals/residents. CMH staff may, or may not, be the assigned case holder. If visiting staff is not the assigned case holder (example: Mobile Crisis Unit), a five (5) minute advance notice will be given before arrival.

If CMH staff determine the Home’s “Staffing Schedule” is not being followed (without prior notification provided or reasonable justification), the following sanctions will occur:

1st occurrence: \$500.00

2nd occurrence: \$1,000.00

3rd occurrence: \$5,000.00 and recommendation to terminate Contract

In the event a sanction is enforced, CONTRACTOR will receive a written notification detailing the infraction, the sanction’s monetary amount, and information regarding the Appeal Process.

- B. CONTRACTOR must ensure appropriate staffing to meet the needs of the individuals/residents in a safe and healthy environment (including the staffing requirements referenced in II.D.). If the “Staffing Schedule” is unable to be met due to a continuous circumstance (versus an unforeseen [short-term] staff absence on a particular shift), CONTRACTOR will immediately notify CMH’s Contract Manager and case holder(s) for the affected individual(s)/residents / Home receiving services.

CMH recognizes that occasional, unavoidable / unforeseeable staffing challenges may occur; however, if the “Staffing Schedules” are unable to be fulfilled by CONTRACTOR, impacting the ability to fully carry out services detailed in each person’s/resident’s IPOS, CONTRACTOR must provide a written “Corrective Action Plan”.

- C. If a “Staffing Schedule” change (increase or decrease) is necessary, resulting in a change in the Total Cost of the home, CONTRACTOR must submit a new Cost Calculation to CMH’s Finance Department.

If CONTRACTOR experiences a change in service provision that results in a significant change in costs, CONTRACTOR will contact CMH’s Chief Financial Officer to discuss the financial implications.

V. DATA MANAGEMENT:

- A. CMH/Region 10 PIHP is the owner of all data related to persons pursuant to this Contract including all data entered into CONTRACTOR’s management information system(s), such as: all eligibility and demographic data, utilization data, claims data, and any other service and administrative or financial information that has passed through CMH/Region 10 PIHP or CONTRACTOR’s operation that resides with CONTRACTOR. Notwithstanding the foregoing, CONTRACTOR is not precluded from maintaining and utilizing the data identified in this section in support of the services provided to the person and internal CONTRACTOR operations.

CONTRACTOR agrees to provide information related to encounters, services, and administrative costs as required by MDHHS, as described in Attachment E.

CONTRACTOR shall implement tools to prevent unauthorized access and virus protection to its internal transaction and office system using planning, management, and system monitoring techniques. To ensure system security, the CONTRACTOR shall perform a Health Insurance Portability and Accountability Act (HIPAA) Security Audit of its internal data and access systems, once every two (2) years. CMH/Region

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10 PIHP reserves the right to require review by a third-party if the results are deemed unsatisfactory.

- B. CONTRACTOR shall use CMH/Region 10 PIHP approved electronic formats for transferring data to and from CMH/Region 10 PIHP. Data to be transferred electronically includes, but is not limited to, claims and person demographic data. CMH/Region 10 PIHP and CONTRACTOR may, from time to time during the term of this Contract, add other data to the list of files to be transferred electronically. CONTRACTOR shall implement any standard electronic formats approved by CMH/Region 10 PIHP. The encounter/claims transaction set will use the standard ANSI X12n 837 electronic format which is HIPAA-compliant. Any enrollment download to CONTRACTOR from CMH/Region 10 PIHP will use the ANSI X12n 834 electronic format which is HIPAA-compliant.

CONTRACTOR agrees to ensure all data is entered and reviewed for accuracy by 5:00 p.m. of the 3rd working day of the following month. Any known problems that may cause a delay, particularly those that are related to the software system and are beyond the control of CONTRACTOR, must be reported to CMH immediately. Failure to do this may result in a reduction of the reimbursement to CONTRACTOR. Data that is entered by the initial due date will receive a timely payment.

Payment for data entered after the 3rd working day of the following month will be included in the following month's payment. No "second checks" for the month will be remitted. There will be a charge for the cost of processing data corrections at the rate of \$50.00 per hour.

VI. ADMINISTRATIVE RESPONSIBILITIES:

- A. Pursuant to Administrative Rule 330.2055, CONTRACTOR acknowledges, as a Sub-Contractor of CMH, it will allow visits by MDHHS to examine and inspect any records, not otherwise protected by law, related to this CMH /CONTRACTOR Contract.
- B. Pursuant to the Michigan Civil Rights Act and Title VI of the Civil Rights Act, CONTRACTOR will not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex (gender), height, weight, or marital status. Breach of this covenant may be regarded as a material breach of Contract.
- C. Pursuant to the Michigan Persons with Disabilities Civil Rights Act, CONTRACTOR will not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, privileges of employment, or a matter directly, or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of Contract.
- D. CONTRACTOR will be aware and comply with the Anti-Lobbying Act, 31 USC 1352 as revised by the Lobbying Disclosure Act of 1995, 2 USC 1601 et seq, and Section 503 of the Department of Labor, Health and Human Services and Education, and Related Agencies Appropriations Act (Public Law 104-208).
- E. CONTRACTOR will be aware and comply with the Clean Air Act, 42 USC 7401 et seq, as amended and the Federal Water Pollution Control Act, 33 USC, 1251 et seq, as amended.

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- F. Recipient Rights (RR): CONTRACTOR shall ensure that all individuals employed by or volunteering with CONTRACTOR successfully meet the Recipient Rights training requirements (annually, in-person, at CMH) as specified on the SCCCMHA Training Grid - Group & Specialized AFC Homes. The rights of recipients shall be guaranteed by CONTRACTOR as stated in Chapter 7 of the Michigan Mental Health Code and Part 7 of MDHHS' 'Administrative Rules'. All recipient rights complaints shall be reported to the St. Clair County CMHA Office of Recipient Rights within twenty-four (24) hours.

CONTRACTOR agrees to implement recommendations issued by the Office of Recipient Rights, per 'Report of Investigative Findings', regarding a complaint affecting CONTRACTOR; and CONTRACTOR will submit verification of completed / intended remedial action to the Office of Recipient Rights within stated timeframes.

CONTRACTOR will be in compliance with all St. Clair County CMHA Office of Recipient Rights policies and procedures, and specifically all recipients served by this Contract will, at the time of application, be informed of their rights, the functions of the local and state Office of Recipient Rights, and the Recipient Rights Advisory Committee.

CONTRACTOR will be in compliance with the Recipient Rights requirements as described in Attachment RR-1, "Provider Obligations to Recipient Rights Protection".

- G. Circumstances that Interfere with Performance: In the event that circumstances occur which substantially reduce or otherwise interfere with the Parties' ability to perform their respective obligations under the Contract, immediate notification to the other Party is required. A meeting shall be convened as soon as possible in order to determine the immediate course of action and possible resolution of the situation.
- H. Conflict of Interest: CONTRACTOR affirms that no principal, representative, agent, or employee of CONTRACTOR or anyone acting on behalf of or legally capable of acting on behalf of CONTRACTOR shall engage in activities which are incompatible or in conflict with the discharge of their duties and responsibilities under the Contract.
- CONTRACTOR represents that no employee, officer or agent of CONTRACTOR has participated in the selection, award or administration of this Contract, which involved a conflict of financial or other interest that is either real or apparent.
- CONTRACTOR agrees that no principal, representative, agent, employee, or anyone acting on behalf of, or legally capable of acting on behalf of CONTRACTOR is currently an employee of CMH, nor is any person using, or privy to, insider information which would tend to give, or give the appearance of, an unfair advantage to CONTRACTOR.
- I. CONTRACTOR shall ensure it does not discriminate against minority-owned, women-owned, and/or handicapped-owned businesses in any Sub-Contracts related to this contracted service. Breach of this covenant may be regarded as a material breach of Contract.
- J. CONTRACTOR agrees to promptly disclose to CMH any convictions of criminal offenses described under Social Security Act 1128(a) and 1128(b)(1), (2), or (3) or if civil monetary penalties or assessments have been imposed under 1128A, as they relate to anyone with ownership or control of CONTRACTOR's agency/organization.
- K. Contract Non-Compliance: CMH shall have the right, at its discretion, to take any or all of the following action(s) in the event of non-compliance by CONTRACTOR and/or its Sub-Contractors:
1. Issuance of a Corrective Action Plan

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2. Withholding of payment
 3. Recoupment of monies from disbursement
 4. Referral moratorium
 5. Imposition of monetary sanction in amounts reasonably related to the severity of the violations
 6. Contract termination
- L. Quality Improvement and Performance Indicators: CONTRACTOR agrees to participate in the implementation of CMH's Quality Improvement Program and to have its own Plan as outlined in Attachment F ("Quality Improvement Program Requirements"). CONTRACTOR shall meet the Performance Indicators set forth in Attachment E.
- M. Credentialing and Privileging: CONTRACTOR must meet credentialing and privileging standards (via Organization Application) that are consistent with applicable licensing, scope of practice and Medicaid Provider Manual requirements, including debarment and suspension regulations. CONTRACTOR agrees to follow "Provider Enrollment and Credentialing" policy (#01-003-0011). CONTRACTOR shall ensure that all staff providing service under this Contract are properly credentialed (if applicable). CMH retains the responsibility for Organizational Privileging and Credentialing of CONTRACTOR in accordance with the policy.
- N. Limited English Proficiency (LEP): CONTRACTOR must be in compliance with LEP requirements of the Civil Rights Act. CONTRACTOR agrees to maintain capacity to accommodate individuals with LEP and other linguistic needs, diverse cultural and demographic backgrounds, visual impairments, alternative needs for communication and mobility changes.
- O. Cultural Competency: CONTRACTOR must assure meaningful service for all persons including those LEP and diverse cultural backgrounds disabilities, and regardless of gender, sexual orientation or gender identity. CONTRACTOR shall assess the population(s) it serves, collaborating with other community agencies as applicable and training staff on any identified cultural issues.
- P. Utilization Management: CONTRACTOR agrees to participate in the implementation of the Utilization Management Program, including *Clinical Protocols*. CONTRACTOR will cooperate with any Region 10 PIHP/CMH Utilization Review activities as requested.
- Q. Corporate Compliance: CONTRACTOR shall comply with the CMH's Corporate Compliance Program. This includes following the annual CMH Corporate Compliance Program Plan (available on CMH website at the bottom of the page under "Contract Provider" link under Self-Study Training Modules), CMH policy #01-002-0020 "Corporate Compliance Complaint, Investigation & Reporting Process. & Non-Retaliation." The Compliance Program covers the specific compliance principles, components, and activities CMH (and its sub-contractors) perform as healthcare providers. A compliance program acts as an internal control mechanism to deter fraudulent activities, prevent (by education), and detect non-compliance, to correct non-compliant areas and prevent recurrence.

CONTRACTOR agrees to:

1. Perform only a preliminary investigation of allegations involving Medicaid fraud, abuse, or waste and if, as a result CONTRACTOR determines a suspicion of fraud, abuse, or waste exists, contacts the CMH Corporate Compliance Officer and

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- pauses any recoupment/recovery/administrative action until provided direction by the CMH.
2. Conduct its own investigations of any allegations not involving Medicaid fraud, abuse, or waste or may refer to CMH Corporate Compliance Office for investigation.
 3. Submit quarterly reports to the CMH Corporate Compliance Office listing all corporate compliance complaints received and/or investigated by the CONTRACTOR over the quarter. If there were no complaints, that quarter, a report of zero complaints must be submitted. The report is to include the following:
 - Date Complaint Received
 - If complaint investigated by the CONTRACTOR or referred to CMH Corporate Compliance Office.
 - Complaint Category (could fall under multiple): Medicaid Fraud, Abuse, Waste; Policy Violation; Ethics Violation; HIPAA Privacy/Security Violation; Other.
 - Additionally, for complaints investigated by CONTRACTOR, include the following:
 - Findings: Substantiated; Unsubstantiated; Pending.
 - Outcome (examples could include policy revision; process revision, employee disciplined, etc.)
 4. Cooperate with MDHHS OIG, Region 10 PIHP, and/or CMH for compliance investigations and follow-up remediation, and information requests for compliance audits and reviews.
 5. Report to CMH Corporate Compliance Officer any sanctions, debarments, and/or legal activity involving the CONTRACTOR agency and its employees, which may disqualify that entity as a Medicaid provider.
 6. Report to CMH Corporate Compliance Office any identified overpayments for services.
 7. Ensure the most recent Corporate Compliance flyer is conspicuously posted at each CONTRACTOR site.
 8. Ensure CONTRACTOR employees at all levels receive training in Corporate Compliance as specified within the most recent SCCCMHA Training Grid.
- R. Policies: CONTRACTOR will be kept current and comply with CMH's Contract Agency Policies, as issued. To access policies online, visit www.scccmh.org, click on the "Contract Provider" link at the bottom of the page, the select 'Policy and Administrative Procedures Index' to see all policies applicable to this Contract.
- S. Accreditation: CONTRACTOR must submit a copy of the official documents (i.e. letter, full report, Quality Improvement Plan [QIP] indicating accreditation from a national accrediting organization [e.g. CARF]), which will deem CONTRACTOR to be in compliance with the certification standards.
- T. CONTRACTOR agrees to support the principles and practices of recovery and discovery and create an environment that fosters recovery and discovery by including specific language as part of the job description and employee preferred qualifications as required by Region 10 PIHP for both, CMH and its Provider Network. CONTRACTOR agrees to include the following language in its job descriptions under job duties and responsibilities: *"[Employer name] embraces an employment environment that promotes recovery and discovery with an integrated person-centered approach to treatment services that is trauma informed and culturally competent. An employee in this or any position is expected to support this environment."*

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CONTRACTOR also agrees to include the following language as part of preferred/desired qualifications for positions: *“Lived experience with behavioral health issues.”*

- U. Accessibility: CONTRACTOR agrees to provide physical access, reasonable accommodations, and accessible equipment for Medicaid enrollees with physical or mental disabilities.

VII. CONTRACT MONITORING / PERFORMANCE EVALUATION / PLAN OF CORRECTION:

A. CMH Responsibilities:

1. CMH will assign staff to assure regular monitoring and reporting regarding CONTRACTOR’s performance, as well as actions to assure performance improvement and compliance with all stated requirements.
2. CMH shall conduct ongoing, regular on-site monitoring (e.g. Monthly Specialized Residential Environmental Monitoring Survey completed by Support Coordinators, Annual Recipient Rights site reviews completed by staff from the Office of Recipient Rights Annual, and Contract Monitoring either Desk Audit or On-site review) as determined necessary. Internal review (Desk Audit) of Contract performance will be conducted by CMH at its discretion. For Medicaid purposes, the performance and continued capacity to perform delegated functions shall be reviewed annually. (Refer to delegation section for any applicable functions.)
3. CMH has the right and authority to investigate alleged or suspected compliance violations by CONTRACTOR, a Sub-Contractor or any employee, owner, or governing body member of either.
4. CMH’s staff shall prepare a report summarizing the findings from the on-site reviews/audits and shall forward a copy of the report to CONTRACTOR and CMH Board of Directors upon completion of the review/audit.
5. CMH staff will complete follow-up reviews/audits to verify that Corrective Action Plans have been implemented.

B. CONTRACTOR Responsibilities:

1. CONTRACTOR agrees to cooperate with CMH’s compliance auditing and monitoring responsibilities.
2. CONTRACTOR agrees to produce documents that assist with the monitoring function.
3. CONTRACTOR shall submit a “Corrective Action Plan” to correct any deficiencies noted as a result of site review/audit findings. The “Corrective Action Plan” must specifically address the non-compliance, an achievement target date, and plan(s) to avoid the non-compliance in the future. Any non-compliance past the date approved in the “Corrective Action Plan” may result in a \$100.00 per day fine until the non-compliance is corrected. Non-compliance of Performance Indicators related to case record documentation is handled through Utilization Management and may result in a return of funds already paid and results will be reported to CMH Corporate Compliance Office.

Examples of non-compliance include not meeting Performance Indicator goals and not submitting a “Plan of Correction” within the required timeframe, not meeting training requirements, or late data entry. This is not intended to be an exhaustive list and is written for example purposes only.

Name: _____

- C. Solvency: CONTRACTOR shall be financially solvent prior to commencing services required in this Contract. CONTRACTOR shall give immediate notice to CMH of any change in financial position material to such solvency and to continuing in operation as a going concern, at any time during the term of this Contract.
- D. Litigation: CONTRACTOR will notify CMH immediately when there is litigation initiated against CONTRACTOR as it relates to services provided to individuals served under this contract with CMH and/or related to fraud or other criminal offense of any CONTRACTOR employee which may disqualify that entity as a Medicaid provider.
- E. Right to Audit:
 1. MDHHS, CMS, the HHS Inspector General, the Controller General, or their designees have the right to audit, evaluate and inspect any books, records, contracts, computer or other electronic systems of the CONTRACTOR or subcontractor's contract, that pertain to any aspect of services and activities performed, or determination of amounts payable under the Region 10 PIHP's contract with MDHHS.
 2. The CONTRACTOR makes available, for purpose of an audit, evaluation, or inspection, of its premises, physical facilities, equipment, books, records, contracts, computer or other electronic systems relating to its Medicaid enrollees.
 3. The right to audit exists through 10 years from the final date of the contract period or from the date of completion of an audit, whichever is later.
 4. If MDHHS, CMS, or the HHS Inspector General determines that there is a reasonable possibility of fraud or similar risk, MDHHS, CMS, or the HHS Inspector General may inspect, evaluate, and audit the CONTRACTOR at any time.

VIII. STANDARD CONTRACT PROVISIONS:

- A. This Contract is not exclusive, and nothing contained within shall be construed to restrict the right of either Party to enter into other similar Contracts.
- B. The Contract and its referenced Attachments are intended by the Parties to constitute the entire and integrated understanding between them.
- C. The Contract may be modified only by written Amendment. No oral Amendments can be made to this Contract.
- D. Attachments to this Contract are referenced below, are attached, and are incorporated into this Contract and do not require individual signatures.

Attachment A	Service Description
Attachment B	Rates/Staffing Schedules
Attachment C	Auditing Procedures Report
Attachment D	Data Entry Process
Attachment E	Performance Indicators
Attachment F	Quality Improvement Program Requirements
Attachment G	SCCCMH Training Grid - Group & Specialized AFC Homes
Attachment RR-1	Provider Obligations to Recipient Rights Protection
Attachment RR-2	Know Your Rights Poster
Attachment RR-3	Requirements for Reporting Abuse & Neglect
- E. Notice Provision: It is agreed that written communication and/or notification pursuant to this Contract shall be deemed to have been duly given if delivered or mailed to the respective Party as follows:

Name: _____

CMH: St. Clair County Community Mental Health Authority
Attn: [REDACTED], Contract Manager
3111 Electric Avenue
Port Huron, MI 48060

CONTRACTOR: [REDACTED] **(Contractor Name)**
Attn: _____, Executive Director
[REDACTED] **Address**

These are the contact people who will be notified of termination, breach, or any other significant issues. If one of these contact people changes, either Party must inform the other. Electronic mail is sufficient for day-to-day operations. Written communication, which includes electronic mail, is required for notice of termination, breach and/or other significant issues (e.g., investigations by Federal or State authorities, Protection and Advocacy)

- F. If any provision of the Contract is deemed to be invalid or unenforceable by a Court, this Contract shall be considered severable as to such provision and such provisions shall be inoperative. The remaining provisions of this Contract; however, shall be valid and binding.
- G. Neither this Contract, nor any part of it, shall be assigned, delegated or sub-contracted by CONTRACTOR without the prior written consent from CMH. This does not include Providers whose staff are generally Independent Contractors. Any Sub-Contracts then must be consistent with the provisions of this Contract.
- H. All liability, loss or damage as a result of claims, demands, costs, or judgment arising out of activities to be carried out pursuant to the obligations of CONTRACTOR under this Contract shall be the responsibility of CONTRACTOR, and not the responsibility of CMH. If the liability, loss or damages caused by, or arises out of, the actions or failure to act on the part of any CONTRACTOR, its employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity, CONTRACTOR or employees have as provided by statute or modified by court decisions. CONTRACTOR agrees to hold harmless and indemnify CMH from and against all loss, liability, or expense that may be incurred by reason of any claim arising out of or in connection with CONTRACTOR's work.
- I. All liability, loss or damage as a result of claims, demands, costs, or judgment arising out of activities to be carried out pursuant to the obligations of CMH under this Contract shall be the responsibility of CMH, and not the responsibility of CONTRACTOR. If the liability, loss or damages caused by, or arises out of, the actions or failure to act on the part of any CMH, its employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity CMH or employees have as provided by statute or modified by court decisions.
CMH agrees to hold harmless and indemnify CONTRACTOR from and against all loss, liability, or expense that may be incurred by reason of any claim arising out of or in connection with CMH's work.
- J. Insurance: CONTRACTOR shall not commence work under this contract until they have obtained the insurance required under this paragraph and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted doing business in the State of Michigan

Name: _____

and acceptable to CMH. The requirements below should not be interpreted to limit the liability of CONTRACTOR. All deductibles and Self-Insured Retentions (SIR) are the responsibility of CONTRACTOR.

1. Worker's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
 2. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included;
 3. If transportation services are rendered under this contract, CONTRACTOR must maintain Automobile Liability Insurance including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 4. Employers Liability Insurance in an amount not less than \$500,000 each accident, each employee by disease, and aggregate disease.
 5. Privacy and Security Liability (Cyber Liability) Insurance with limits of liability not less than \$1,000,000/\$1,000,000 per occurrence and aggregate. CONTRACTOR must have their policy cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
 6. Professional (Malpractice) Liability in an amount not less than \$3,000,000 per occurrence and \$3,000,000 aggregate. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 (three) years after the termination of this contract.
 7. Additional Insured: Commercial General Liability and Auto Liability Insurance (if required) as described above, shall include an endorsement stating CMH shall be *Additional Insureds*. It is understood and agreed by naming CMH as additional insured, coverage afforded is considered to be primary and any other insurance CMH may have in effect shall be considered secondary and/or excess.
 8. Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to CMH.
 9. Proof of Insurance Coverage: CONTRACTOR shall provide CMH at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. If any of the above coverages expire during the term of this contract, the CONTRACTOR shall deliver renewal certificates and endorsements to CMH at least ten (10) days prior to the expiration date.
- K. In the event a new Contract or Contract Amendment is not signed by the expiration date of this Contract, the terms, conditions and funding levels contained herein shall remain in effect until a new Contract or Contract Amendment is entered into or termination occurs.

Name: _____

- L. This Contract shall be governed by and enforced in accordance with the laws of the State of Michigan.
- M. No person dealing with CMH or CONTRACTOR shall be, nor shall any of them be deemed to be, third-party beneficiaries of the Contract. This Contract is not intended to, nor shall it be interpreted to, create a special relationship between CMH and CONTRACTOR nor any staff, visitors, residents, or other individuals who may have business through CMH.

IX. DELEGATION:

A. CMH delegates certain functions (as referenced in Section IX.D.) to the CONTRACTOR. The Region 10 PIHP remains ultimately responsible for any delegated and sub-delegated functions. It is understood that this Contract Section is the "Delegation Contract" between CMH and CONTRACTOR. Acceptance by CONTRACTOR of the delegated functions is indicated by CONTRACTOR signature on the Contract.

B. Prior to delegation of any function, CMH shall conduct a Pre-Delegation Assessment to evaluate CONTRACTOR's ability to perform the activities to be delegated.

This occurs initially, prior to a delegation of a function and will be monitored ongoing and annually thereafter to assess continued delegation.

C. CMH will assess CONTRACTOR's continued capacity to carry out these delegated functions through Utilization Management, Performance Indicators, as well as through its annual Contract Compliance Reviews. Compliance during the annual review will be ascertained by reviewing a percentage of personnel files for current licensure, training received, etc. In addition, relevant policies and procedures and/or Committee Meeting Minutes may be reviewed, and persons served interviews conducted to further determine compliance.

Should CMH determine CONTRACTOR is not complying with its delegated responsibilities, it will request a written "Corrective Action Plan."

Should the CONTRACTOR not take action to correct the area(s) of non-compliance within the specified timeframes, CMH may revoke, in writing, delegation of the non-compliant area(s). Any CONTRACTOR appeals must follow the Dispute Resolution Process.

D. CMH formally delegates the following functions to CONTRACTOR:

1. Staff Qualifications and Training: CONTRACTOR shall ensure its staff receives all training required per Training policy #06-002-0040, including CMH's Required Training Grid (Attachment G) which can also be found on the scccmh.org website within the "Contract Provider" link. CONTRACTOR will be solely responsible for checking the aforementioned website for any requirement changes to Attachment H during the term of this contract.

Contract training requirements are included within Contract Section V.

Administrative Responsibilities as well as any other mandated requirements.

CMH shall accept CONTRACTOR staff training provided by other CMHs and/or other Provider Networks to meet CMH training requirements when training is substantially similar to CMH training, and staff member completion of such training can be verified.

This approval must be requested via CMH Training Office.

Name: _____

2. Reporting: There are no reporting requirements for the delegated functions beyond what is already in place through other mechanisms (monitoring).
3. Any other activities that have been delegated to CMH are retained by CMH and not sub-delegated.

X. DISPUTE RESOLUTION:

A. Individual receiving services-related: CMH has developed and implemented a Grievance and Appeal system. Information related to this is found in the "Grievance Process" (#02-001-0040) and "Appeal Process & Second Opinion" (#02-001-0045) policies. Additionally, brochures are available with this information.

B. Contract-related: CMH may initiate notification of an alleged material and substantial Breach of the Contract or notification of non-compliance requiring some kind of corrective action to ensure Contract compliance, without utilizing the compliance review process, should information come to its attention.

If there is an allegation of fiscal impropriety or endangerment of the health and safety of individuals receiving services, CMH shall initiate an emergency compliance review that includes opportunity for CONTRACTOR to present evidence refuting the allegation.

Any review shall limit its scope to those issued raised in the allegation.

1. CONTRACTOR may initiate an expedited review without using the Compliance Review process described above if CMH fails to meet any of the financial payment requirements of this Contract.
2. Disputes by CONTRACTOR resulting from CMH's efforts of Contract Compliance and Performance Management may be pursued through the dispute resolution process.
3. In the event of the unsatisfactory resolution of a non-material/non-emergent Contractual dispute or compliance/performance dispute, and if CONTRACTOR desires to pursue the dispute, CONTRACTOR shall request that the dispute be resolved through the dispute resolution process.

This process shall involve a meeting between CONTRACTOR and CMH with the Chief Operating Officer or Designee serving as the Chair of the meeting.

4. CONTRACTOR shall provide written notification requesting the engagement of the dispute resolution process.

In this written request, CONTRACTOR shall identify the nature of the dispute, submit any documentation regarding the dispute, and state a proposed resolution to the dispute. CMH shall convene a dispute resolution meeting within twenty (20) calendar days of receipt of CONTRACTOR's request. All dispute resolution issues will be discussed with the Chief Executive Officer/ Designee prior to the issuance of any decision. The meeting Chair shall provide CONTRACTOR and CMH representative(s) with a written decision regarding the dispute within ten (10) calendar days following the dispute resolution meeting. Any "Corrective Action Plan" required by CMH of CONTRACTOR regarding the action being disputed by CONTRACTOR shall be on hold pending the final CMH decision regarding the dispute. In the event of an emergent compliance dispute, the dispute resolution process shall be initiated and completed within five (5) working days. The decision of the dispute resolution meeting can be appealed to CMH's Board of Directors Chairman. The Board Chairman will proceed at his/her discretion and provide a disposition within thirty (30) days.

Name: _____

XI. TERMINATION:

- A. Funding Contingency: This Contract obligation is contingent upon the availability of sufficient MDHHS/Region 10 PIHP funding.

In the event that circumstances occur that are not reasonably foreseeable, or are beyond the control of the parties, that reduces or otherwise interferes with the ability of CMH to provide or maintain services or operational procedures for its service area, CMH shall give immediate notice to CONTRACTOR if it would result in any reduction of funding upon which this Contract is contingent. In such an event, either party may terminate this Contract as provided in this section or as otherwise mutually agreed to by the Parties.

- B. This Contract may be terminated without cause with sixty (60) calendar days, written notification to the other party unless another date is mutually agreed to, in writing, by both parties.
- C. This Contract may be terminated immediately at the sole discretion of CMH with written notification to CONTRACTOR for any of the following reasons:
1. Reduction in funding
 2. Material Breach of the Contract
 3. CMH determines or has reason to believe that the health, safety or welfare of an individual receiving service is jeopardized by continuation of the Contract.
The individual receiving services will be immediately transferred to a new Provider by CMH.
 4. CONTRACTOR commits any fraud or misrepresentation relating to the services performed under this Contract.
- D. Should this Contract be terminated, CMH and CONTRACTOR agree to participate in the development of a written "Transition Plan" within ten (10) days of notice of termination of the Contract. When necessary, the following may apply:
1. The Transition Plan shall specify:
 - All financial obligations known to both Parties at the time of termination.
 - Each Party's responsibilities with dates of completion.
In the event a date of completion cannot be met by either Party, notification shall be provided in writing to the designee identified in the Plan prior to the identified due date.
 - The responsibility and dates of completion to transfer possession of relevant clinical documents, billing information for each person and all medications and personal property of person.
 2. During the transition period, CONTRACTOR shall not be released from any obligation to provide continuing medically necessary services to a person until the responsibility for the person's services can be transferred to another CONTRACTOR.
CMH shall make payments to CONTRACTOR for such covered services in accordance with the terms of the Contract.
 3. CONTRACTOR shall provide written termination notice within fifteen (15) days of terminating to each person who is an open case, receiving services from CONTRACTOR.

Name: _____

4. CONTRACTOR shall discuss with the person and provide written notice of transfer of services to another Provider if it is determined the person has not met all goals for discharge and still medically needs continued treatment.
 5. CONTRACTOR shall ensure written notice of termination is documented in the case record electronically.
 6. CONTRACTOR shall provide proof of the written notices given to individual as a result of Contract termination to CMH Contract Manager.
- E. Any termination of this Contract shall not relieve either Party of the obligations incurred prior to the effective date of such termination.

(Board Chair or CEO/Designee)
St. Clair County CMH Authority (CMH)

Authorized Representative

(Enter Contract Provider Name)

Date

Date

\\Fileshare1\Contract Management\RFP\Chn Crisis Res\2024\Attachment F - Sample Children's Crisis Group Home K.doc

Name: _____