

**“IN NETWORK”
SERVICE CONTRACT**

Between the

ST. CLAIR COUNTY COMMUNITY MENTAL HEALTH AUTHORITY

and

Spectrum Community Services

EFFECTIVE: 9/1/2020 THROUGH 8/31/2022

Regarding:

Community Living Support and Respite Services

SERVICE CONTRACT

with

Spectrum Community Services

This Contract is between **St. Clair County Community Mental Health Authority (SCCCMHA)** located at 3111 Electric Ave, Port Huron, MI 48060 (hereinafter referred to as "CMH") and, Spectrum Community Services located at 28303 Joy Road Westland, Michigan 48185 (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 9/1/2020 to 8/31/2022 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 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 Region10 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 authorization to the 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 persons receiving services shall be treated in the same manner with respect to availability of service hours and locations.
- C. 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 Humans Services (MDHHS) – "Medicaid Provider Manual" requirements for Medicaid services and as described in CMH policy "Clinical Protocols/Practice Guidelines" (#01-002-0015) for both Medicaid and non-Medicaid (BC/BS, General Fund and other third party payors) regarding access to services/authorizations, timeliness of, and the

scope, intensity and duration of service. CONTRACTOR is responsible to provide services as described in Attachment A.

- D. Services shall be provided as specified in the Individual Plan of Service (IPOS) using Person-Centered Planning (PCP).
- E. CONTRACTOR will participate in the PCP process as outlined in the MDHHS 'Best Practice Guideline'. CONTRACTOR recognizes, respects and will support the person's right to choose service staff, including professional and personal care-giving staff, to the extent possible and appropriate. It is the responsibility of CONTRACTOR to request a review within the Person-Centered Planning process of the Individual Plan of Service (IPOS) as circumstances, needs, and desires of the person change.
- F. 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.
- G. If the health and safety of the person is in jeopardy, it is the duty of both parties to cooperate in the immediate resolution of the situation.
- H. CONTRACTOR may not be prohibited from discussing treatment options with the person/guardian which may not reflect the preferences of the CMH.
- I. CONTRACTOR is not prohibited from advocating on behalf of one or more persons with respect to grievance and appeal, utilization management, or authorization issues.
- J. CONTRACTOR that is providing "primary caseholder" services shall ensure that the coordination of care occurs between the person's Primary Care Physician and Medicaid Health Plan. Appropriate releases of information will be completed upon initiation of CONTRACTOR services to the person. Coordination of care is also required with any other health care providers, agencies, and natural or community support as specified in the person's IPOS. Primary caseholder may mean supports coordinator, case manager, or clinician.
- K. 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 its Contract with CMH.
- L. 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.

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. Reimbursement for Services: CMH shall reimburse CONTRACTOR at the rates identified in 'Attachment B' 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.
- C. Coordination of Benefits/Payor of Last Resort: CMH shall be responsible for the coordination of public and private benefits for each person. CONTRACTOR acknowledges that CMH is the payor-of-last-resort. CONTRACTOR shall be required to identify and seek recovery from all liable first and third parties. Third party liability refers to any health insurance or carrier, (e.g., individual, group, employer-related, self-insured, or self-funded plan or commercial carrier, automobile insurance, and worker's compensation) or program (e.g. Medicare) that has liability for all or part of a person's covered benefit.

For services provided to all persons, CONTRACTOR's maximum reimbursement (the sum of first party, third party, and CMH payments) shall not exceed the lesser of the third party payor's maximum allowed amount or CONTRACTOR's Contract rate.

- D. 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.

- E. Taxes: CMH shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should CMH be required to do so by State, Federal, or local taxing agencies, CONTRACTOR agrees to reimburse CMH promptly for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, without limitation the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and worker's compensation insurance.
- F. No Third-Party Beneficiary: No person dealing with CMH or CONTRACTOR shall be, nor shall any of them be deemed to be, third-party beneficiaries of this Contract. This Contract is not intended to, nor shall it be interpreted to create a special relationship between CMH or CONTRACTOR and any staff, visitors, residents, or other individuals who may have business through CMH.
- 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 billable services to each 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) days of the end of the month in which services were provided or within three (3) days of receipt of the Explanation of Benefits (EOB) from the third party payor 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, the MDHHS, Medicaid, Medicare, and/or third party reimbursers and is on file currently.
 - e. If CONTRACTOR's services and service documentation are not in compliance with the reimbursement requirements of CMH, the MDHHS, Medicaid, Medicare, and/or third party reimbursers, CONTRACTOR shall not be paid and/or shall return payments received from CMH.
 - f. Claims/data that is 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 payors are not involved, any claims received more than sixty (60) days after the date of service may not be paid by CMH.
- H. 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, the Federal government, the State of Michigan, or their designated representatives shall be allowed to inspect, review, copy, and/or audit all financial records pertaining to this Contract.

IV. DATA MANAGEMENT:

- A. CMH/Region10 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, any other service, and administrative or financial information that has passed through CMH/Region 10 PIHP's 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.

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, 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 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 a HIPAA compliant standard. Any enrollment download to CONTRACTOR from CMH/Region 10 PIHP will use the ANSI X12n 834 electronic format which is a HIPAA-compliant standard.

If CONTRACTOR is transferring data to CMH/ Region 10 PIHP electronically, it shall transmit data by Monday at 5:00 p.m. following the previous week. A week is Saturday through Friday. All data for the fiscal year must be received by the 5th working day of October in the format reasonably requested by CMH/Region 10 PIHP. In the event of termination of this Contract and the data is being transferred electronically, CONTRACTOR shall download for and provide to CMH/Region 10 PIHP, at no cost to CMH/Region 10 PIHP, all such CMH/Region 10 PIHP data in an electronically accessible format within twenty (20) days following the termination of this Contract.

All electronic documentation submitted to CMH must be done via OASIS Scan Que, OASIS Secure Messaging or by encrypted e-mail. Submission of documents must be completed in the pre-determined manner and timeframes.

- C. CONTRACTOR shall enter data directly into CMH/Region 10 PIHP's management information system. When CONTRACTOR needs a data report it will request it from CMH/Region 10 PIHP. CMH/Region 10 PIHP will provide access to this data through reports when requested by CONTRACTOR. CMH/Region 10 PIHP will respond to CONTRACTOR's data request in a mutually agreed upon timeframe. This provision shall survive the term and termination of the Contract. (Refer to 'Attachment C' – "Data Entry Process".)

V. 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 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, ancestry, 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* and the *Americans' with Disabilities 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 a physical or mental disability 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 104-209).
- E. CONTRACTOR will be aware and comply with the Public Law 103-227, also known as the *Pro-Children Act* of 1994, 20 USC 6081 et seq, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18.
- F. 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.
- G. Recipient Rights (RR): CONTRACTOR shall ensure that all individuals employed by or volunteering with CONTRACTOR successfully meet the Recipient Rights training requirements as specified on the St. Clair County CMHA Training Grid. The rights of recipients shall be guaranteed by CONTRACTOR as stated in Chapter 7 of the Michigan Mental Health Code and Part 7 of the MDHHS Administrative Rules. All recipient rights complaints must be reported to the St. Clair County CMHA Office of Recipient Rights within twenty-four (24) hours.

CONTRACTOR agrees to implement Report of Investigative Findings recommendations issued by the Office of Recipient Rights 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.

- H. 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.
- I. 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 tending to give an unfair advantage to said CONTRACTOR.
- J. 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.
- K. 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.
- L. Contract Non-Compliance: CMH shall have the right at its discretion to take the following action(s) in the event of non-compliance by CONTRACTOR and/or its Sub-Contractors.
 - 1. Issuance of a 'Corrective Action Plan';
 - 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.
- M. Quality Improvement and Performance Indicators: CONTRACTOR agrees to participate in the implementation of CMH's Quality Performance Improvement Program and to have its own "Quality Improvement Plan" as outlined in 'Attachment E'. CONTRACTOR shall meet the Performance Indicators set forth in 'Attachment D'.
- N. Credentialing/Privileging: CONTRACTOR must meet credentialing/privileging standards 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. CMH retains the responsibility for *Organizational Privileging & Credentialing* of the CONTRACTOR in accordance with the policy.
- O. Limited English Proficiency (LEP): CONTRACTOR must be in compliance with the 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.
- P. 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 (e.g. Council on Aging or as applicable) and training staff on any identified cultural issues.
- Q. Utilization Management: CONTRACTOR agrees to participate in the implementation of CMH's/Region 10 PIHP's Utilization Management Program, including 'Clinical Protocols' (reference delegation if any Utilization Management function delegated). CONTRACTOR will cooperate with any Region 10 PIHP/CMH Utilization Review activities as requested.
- R. 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 Self-Study Training Modules labeled "Corporate Compliance"), CMH "Corporate Compliance Complaint, Investigation & Reporting Process" policy (#01-002-0020). 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 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.
- S. 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, then select Policy Index and select Contract Agency column to see all policies applicable to this contract.
- T. (For Providers that are not accredited)
Accreditation: CONTRACTOR must be in compliance with the *Administrative Rules* regarding certification (R330.2701 et.al. Sub-Part 7 and Sub-Part 8).

OR

(For providers that are accredited)

Accreditation: CONTRACTOR must submit a copy of all of the official documents (i.e. Letter, Full Report, and Quality Improvement Plan [QIP]), indicating Accreditation from a national accrediting organization which deems CONTRACTOR to be in compliance with the certification standards.

- U. 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, a person-centered approach to treatment/services, and cultural competence. An employee in this or any position is expected to support the employment environment.*” CONTRACTOR also agrees to include the following language as part of preferred/desired qualifications for positions: *“Lived experience with behavioral health issues.”*
- V. Accessibility: CONTRACTOR agrees to provide physical access, reasonable accommodations and accessible equipment for Medicaid enrollees with physical or mental disabilities.

VI. 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's staff shall complete on-site reviews/audits of CONTRACTOR at least every two (2) years unless it is determined that more frequent reviews are needed. 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's 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 compliance auditing and monitoring responsibilities.
2. CONTRACTOR agrees to produce documents that assist with the monitoring on-site or desk audit functions, as determined necessary by CMH.
3. CONTRACTOR shall submit a 'Corrective Action Plan' to correct any deficiencies noted as a result of site review/audit findings. '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' will result in a \$100.00 a 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 set Performance Indicator goals and/or not submitting a 'Corrective Action Plan' within the required time frame, not meeting training requirements, and/or late data entry. This is not intended to be an exhaustive list and is written for example purposes only.

- 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. Audit Requirements: CONTRACTORS receiving \$500,000.00 or more of Contract funding shall ensure the completion of an annual independent (external) Financial Audit by a Certified Public Accountant (CPA) for CONTRACTOR's Fiscal Year that clearly indicates the operating results for the reporting period and the financial position of CONTRACTOR at the end of the Fiscal Year. CONTRACTOR shall submit a copy of this Audit Report, along with the Auditor's 'Management Letter', to CMH within thirty (30) days of receipt of the Audit Report, but no later than March 31st following the end of CMH fiscal year.
- E. 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.
- F. 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.

VII. 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. This 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 Descriptions
Attachment B: Rates
Attachment C: Data Entry Process
Attachment D: Performance Indicators
Attachment E: Quality Improvement Program Requirements
Attachment RR-1: Provider Obligations to Recipient Rights Protection
Attachment RR-2: "Know Your Rights"
Attachment RR-3 Requirement 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, postage prepaid, to the respective party as follows:

CMH: St. Clair County Community Mental Health Authority
Attn: **Brooke Sniesak**
3111 Electric Avenue, Port Huron, MI 48060

CONTRACTOR: **Spectrum Community**
Attn: **Barbara Fowkes**
28303 Joy Road, Westland, MI 48185

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 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 including reasonable

attorney fees and costs 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 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 including reasonable attorney fees and costs 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 to do business in the State of Michigan 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. If hiring employee(s), 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 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. Professional (Malpractice) Liability in an amount not less than \$1,000,000 per occurrence and \$1,000,000 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.
 5. 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.
 6. Cancellation Notice: All policies, as described above, shall include an endorsement stating that is it 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.

7. 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.
- L. This Contract shall be governed by and enforced in accordance with the laws of the State of Michigan.

VIII. DELEGATION:

- A. CMH delegates certain functions (as referenced in Section VIII.D.) to 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 Evaluation" to assess 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 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 individual receiving services 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 CONTRACTOR not take action to correct the area(s) of non-compliance within 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 Qualification and Training: CONTRACTOR shall ensure its staff receive all training required per policy Training #06-002-0040, including the CMH Required Training Grid found on the www.scccmh.org website under "Contract Provider" link at the bottom of the page. Contract training requirements are included in Contract Section V. 'Administrative Responsibilities' and the 'Performance Indicator' Contract (Attachment D), as well as any other mandated requirements.

CONTRACTOR shall accept staff training provided by other CMHs and/or other Provider Networks to meet their training requirements when staff training is substantially similar to their own training; and staff member completion of such training can be verified. This is applicable to any staff training area. This includes any required staff training in the areas of abuse and neglect (recipient rights), person-centered planning, cultural diversity, HIPAA, limited English proficiency, grievance and appeal, as well as MDHHS-approved training direct care workers in specialized residential settings, and certificates earned from clinical trainings.

2. Coordination of Care: CONTRACTOR is responsible for the notification and coordination of Medicaid services with the Medical Health Plan, Primary Care Physician, in accordance with CMH policy ("Coordination of Care", #03-001-0020) (pursuant to person 'confidentiality release').
3. Customer Services and Enrollee Rights:
 - a. CONTRACTOR is responsible for information dissemination regarding enrollee rights, specifically "annual notice" of right to exercise those rights. CMH has developed and implemented a Grievance and Appeal system. Information related to this is found in policies: #02-001-0040 - *Grievance Process*, #02-001-0045 - *Appeal Process & Second Opinion*. Additionally, brochures are available with this information.
 - b. CONTRACTOR will communicate utilization/authorization decisions in regard to service authorizations, denials, reductions or terminations in accordance with the person's Treatment Plan, as applicable, through Medicaid (advance & adequate) and non-Medicaid notice and rights to appeal.
 - c. For those persons requesting, who are open longer than one (1) year, CONTRACTOR will provide written annual notice to the beneficiary of their right to choose amongst organizational Providers and/or Practitioners in Region 10 PIHP Provider Panel for which they are eligible, should they not be satisfied with their current Provider(s).
 - d. CONTRACTOR is responsible for coordination and linkage to CMH Customer Service Department regarding the filing of any Medicaid program grievance or appeal. Region 10 PIHP will maintain its role as the lead on requests for fair hearings. CONTRACTOR is expected to comply with CMH's Grievance and Appeals policies.
4. Privileging and Credentialing:
 - a. CONTRACTOR is responsible for individual practitioner privileging and credentialing (P&C) responsibilities. CONTRACTOR shall ensure that any staff providing service under this Contract are properly credentialed and have obtained privileges to provide such service. CONTRACTOR will forward copies of all completed Practitioner Applications to CMH, indicating privileging results for initial credentialing, re-credentialing, revocation and/or limitation of privileges. For staff privileged to perform Level I authorizations, Practitioner Application must indicate the specific training received in that regard. CMH and Region 10 PIHP retain the right to reject a Practitioner from its Network*. (*Such rejections may be appealed.)
 - b. CMH retains the responsibility for Organizational Privileging & Credentialing of CONTRACTOR in accordance with CMH's policy ("Provider Enrollment and Credentialing", #01-003-0011).

5. Utilization Management (Service Authorization):
 - a. CONTRACTOR is responsible to determine Level I service authorizations. (Level II authorizations remain the responsibility of Region 10 PIHP.) CONTRACTOR, through its Privileging & Credentialing process, must identify those staff that are eligible to perform Level I authorizations.
 - b. CONTRACTOR must ensure only 'credentialed and privileged' practitioners determine medical necessity for services in accordance with Region 10 PIHP "Practice Guidelines".
 - c. CONTRACTOR will determine what appropriate Level I services can and should be provided using the person-centered planning process, in compliance with the "Clinical Protocols." IPOS Service Authorization summary must be completed on every person and updated as needed.
 - d. CONTRACTOR will observe both Region 10 PIHP and CMH policies ("Utilization Management Program and Committee", #02-003-0005 and "Utilization Review Process," #02-003-0015) regarding Utilization Management, including complying with case record reviews and requests for "Plans of Correction" and follow-up.
6. Reporting: There are no reporting requirements for the delegated functions beyond what is already in place through other mechanisms.
7. Any other activities that have been delegated by Region 10 PIHP to CMH are retained by CMH and not sub-delegated.

IX. DISPUTE RESOLUTION:

- A. Individual receiving services-related: CMH has developed and implemented a Grievance and Appeal system. Information related to this is found in policy #02-001-0040 Grievance Process and #02-001-0045 Appeal Process & Second Opinion. 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 Associate Director of Administration 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 Executive Director/Executive Team 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 Board of Directors Chairman. The Board Chairman will proceed at his/her discretion and provide a disposition within thirty (30) days.

X. TERMINATION:

- A. Funding Contingency: This Contract obligation is contingent upon the availability of sufficient MDHHS 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 or not renewed by either party 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 at the sole discretion of CMH with written notification to CONTRACTOR for:
 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 a person is jeopardized by continuation of the Contract. The person 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 or not renewed by either party, 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 persons.
 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 15 days of terminating to each person/enrollee who is an "open" case, receiving services from CONTRACTOR.
 4. CONTRACTOR shall discuss with 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 the appropriate/assigned 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.

Nancy Thomson, Board Chair
St. Clair County CMH Authority

Authorized Representative
Spectrum Community Services

Date

Date

St. Clair County Community Mental Health Authority

SERVICE DESCRIPTIONS AND RATES

-
1. **AGENCY & PROGRAM NAME:** Spectrum Community Services
2. **PRIMARY SITE LOCATION:** 28303 Westland, MI 48185
- ADMINISTRATION LOCATION:** SAA
3. **PROGRAM/SERVICE:** Comprehensive Community Support Services (CLS) and Respite Services
4. **POPULATION(S):** ☒ Child ☒ SED ☒ Adult ☒ DD
☐ SUD ☒ MI
5. **LOCATION/COST CTR CODES:** 74954/21663
6. **EFFECTIVE DATES:** 9/1/2020-8/31/2022
-

7. **SERVICES CREDENTIALLED TO PROVIDE:**

Comprehensive Community Support Services (CLS)- H2015; H2015 TT
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Description: Services include assisting, reminding, observing, guiding and/or training in meal preparation, laundry, household care, ADLs, shopping. Also included is assistance, support and/or training with money management, non-medical care, socialization, transportation (not to medical appointments—this is a DHS responsibility), participation in regular community activities, preserving health and safety. CLS cannot take the place of personal care, Home Help or Expanded Home Help, but can be provided as a compliment to and in conjunction with personal care, Home Help and Expanded Home Help.

Special Note: Services must be provided in the context of advancing one of the “(b)(3)” goals of 1) community inclusion and participation; 2) independence; or 3) productivity. Refer to Manual for specifics.

Respite Care Services- T1005; T1005 TT

Description: Services that are provided to assist in maintaining a goal of living in a natural community home by temporarily relieving the **unpaid** primary caregiver (e.g., family members and/or adult family foster care providers) and is provided during those portions of the day when the caregivers are not being paid to provide care. Respite is not intended to be provided on a continuous, long-term basis where it is a part of daily services that would enable an unpaid caregiver to work elsewhere fulltime. These services do not supplant or substitute for community living support or other services of paid support/training staff.

Respite care **may** be provided in the following settings: beneficiary’s home or place of residence; licensed family foster care home; facility approved by the State that is not a

private residence (e.g., group home or licensed respite care facility); home of a friend or relative chosen by the beneficiary and members of the planning team; licensed camp; or, in community (social/recreational) settings with a respite worker trained, if needed, by the family.

Respite care **may not** be provided in: day program settings; or ICF/MRs, nursing homes, or hospitals.

Respite care may not be provided by: parent of a minor beneficiary receiving the service; spouse of the beneficiary served; beneficiary's guardian; or unpaid primary caregiver.

Children's Waiver Services

Description: The Children's Waiver Program (CWP) is a federal entitlement program that provides Medicaid-funded home and community-based services to children (under age 18) who are eligible for, and at risk of, placement into an Intermediate Care Facility for the Mentally Retarded (ICF/MR).

Children with developmental disabilities and who have challenging behaviors and/or complex medical needs are served through this program.

The CWP enables children to remain in their parent's home or return to their parent's home from out-of-home placements regardless of their parent's income.

SED Waiver Services

Description: The Children's Serious Emotional Disturbance Home and Community-Based Services Waiver (SEDW) Program provides services that are enhancements or additions to Medicaid state plan coverage for children up to age 21 with serious emotional disturbance (SED) who are enrolled in the SEDW. MDCH operates the SEDW through contracts with the CMHSPs. The SEDW is a fee-for-service program administered by the CMHSP in partnership with other community agencies. The CMHSP will be held financially responsible for any costs authorized by the CMHSP and incurred on behalf of a SEDW beneficiary.

The SEDW enables Medicaid to fund necessary home and community-based services for children up to age 21 with SED who meet the criteria for admission to a state inpatient psychiatric hospital and who are at risk of hospitalization without waiver services. The CMHSP is responsible for assessment of potential waiver candidates.

NOTE: Service descriptions are excerpts from the Medicaid manual; for full description refer to Medicaid manual.

J:\Spectrum Community Services\FY2020\Spectrum Community Services Attachment A- Service Description FY20-21.doc

ST.CLAIR COUNTY COMMUNITY MENTAL HEALTH AUTHORITY
CONTRACT AGENCY RATES - EFFECTIVE THROUGH THE \$2 DCW WAGE INCREASE

SPECTRUM COMMUNITY SERVICES

OASIS #
LOCATION #

21663
74954

Activity Code	(CURRENT RATES)	
H2015	\$	4.61
H2015TT	\$	3.49
T1005	\$	4.46
T1005TT	\$	3.39
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St. Clair County CMH Data Entry Process

Due Michigan Department of Health and Human Services reporting requirements and use of the OASIS Behavioral Health Information System, data entry procedures and timeframes shall occur as indicated below:

- Data should be entered on an ongoing basis throughout the month.
- Data for the week should be entered no later than 5:00 p.m. Monday of the following week.
- All data for the month should be entered no later than the 3rd business day following the end of the month.
- Providers will be paid based upon data entered by the 3rd business day of the month.
- The payment for any late data (entered after the 3rd business day) will not occur until the regular payment within the next month.
- All data for a quarter must be entered by the third business day following that quarter (i.e., October-December data must be entered by the third business day of January). These timeframes are necessary to comply with state reporting requirements.
- All data quality issues should be resolved within seven (7) days of service provision.

OCTOBER 1 st Month of the Quarter	NOVEMBER 2 nd Month of the Quarter	DECEMBER 3 rd Month of the Quarter	JANUARY 1 st Month of the Quarter
• Data should be entered on an ongoing basis.	• Data should be entered on an ongoing basis.	• Data should be entered on an ongoing basis.	• Data should be entered on an ongoing basis.
	• October data entered by 3 rd business day.	• November data entered by 3 rd business day.	• December data entered by 3 rd business day.
	• Payment for October data which was entered by 3 rd business day.	• Payment for November data which was entered by 3 rd business day.	• Payment for December data which was entered by 3 rd business day in January.
		• Payment for October data which was entered after 3 rd business day in November.	• Payment for November data which was entered after 3 rd business day in December.
			• Payment for October data which was entered after 3 rd business day in December.
			• <u>ALL</u> data for 1 st Quarter needs to be entered by 3 rd business day.

FY20 Program Performance Indicators
St. Clair County CMH

#	Domain (Master #)	Primary Objective	Performance Indicator	Data Collection/Methodology	PI Standard	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Annual
1	Effectiveness M-7	CMH Supports & Encourages Community Partnerships	Program will submit ANNUALLY (4th Quarter) a list of activities it believes contributes to community benefit.	Program will forward ANNUALLY (4th Quarter) a brief summary of activities that have occurred.	Reported Annually (4th Qtr.)					
2	Satisfaction M-8	Customer Satisfaction	Percentage of persons served, parents, family members and/or guardians who report satisfaction with services.	Customer Satisfaction Survey to be administered by either St. Clair County CMH QI Office or per contract agency via contract requirements.	Results Annually 90% (# of #)					
3	Effectiveness M-39	Ensure Program Quality	Percentage of new hires within the quarter who have completed: a. Recipient Rights (Initial) b. "REQUIREMENTS" a. Recipient Rights (Initial) (within 30 days of hire) b. Items required to be completed prior to hire (e.g. "REQUIREMENTS": Background Check, Driver's License, etc.)	Program will electronically forward the "Training/Requirement Reporting Form" to the St. Clair County CMH QI Office for every new hire within the reporting quarter. If the new hire is under the required 30 days, the scheduled training date must be noted on the worksheet. The QI Office will calculate the percentage and forward the final results to the program and request a Plan of Correction if needed.	100% (# of #)					
4	Effectiveness M-40	Ensure Program Quality	Percentage of staff hired in the previous quarter who have completed all initial required trainings (required to be completed within 90 days) as specified on the "Training/Requirement Reporting Form".	Program will electronically forward the "Training/Requirement Reporting Form" to the St. Clair County CMH QI Office for all staff hired in the previous quarter. The QI Office will calculate the percentage and forward the final results to the program and request a Plan of Correction if needed.	100% (# of #)					
5	Effectiveness M-41	Ensure Program Quality	Percentage of staff employed greater than one year who are current with ALL trainings, as specified on the "Training/Requirement Reporting Form". *ONLY report on a staff once per fiscal year.	Program will electronically forward the "Training/Requirement Reporting Form" to the St. Clair County CMH QI Office for 3 staff within the reporting quarter.	100% (# of 3)					

6	Effectiveness M-42.1	Staff Receive Supervision Regularly	<p>All staff will receive supervision on regular (30 day) intervals. Supervision may be provided by phone and/or in person or at staff meetings.</p> <p>Training documentation MAY be requested by St. Clair CMH QI Office.</p>	Program will maintain training records and provided documentation if requested.	100%					
7	Effectiveness M-74	Ensure Program Quality	<p>Program will submit quarterly a report of Corporate Compliance Complaints received and/or investigated by the contract agency within the reporting quarter.</p> <p>*Reference contract language for specific language needed in CCC report.</p>	<p>Agency will electronically forward a report. The submitted quarterly report will include any Corporate Compliance Complaints received and/or investigated by the contract agency within the reporting quarter.</p>	Report Submitted					

QUALITY IMPROVEMENT PROGRAM REQUIREMENTS

Quality Improvement Program

The organization shall have a Quality Improvement Program that achieves, through ongoing measurement and intervention, improvement in aspects of clinical care and non-clinical services that can be expected to affect consumer health status, quality of life, and satisfaction. The program must include the following aspects:

- A written description of the quality improvement program including the structure of the system and a set of objectives that are developed annually and include a timetable for implementation and accomplishment. The plan must be evaluated at least annually.
- The written plan includes a description of how the organization shall assure that all demographic groups, care settings, and types of services are included in the scope of the program.
- The written plan must reflect the specific activities of the quality improvement program including:
 - the process for the identification and selection of items to be monitored and considered for improvement projects;
 - the methods used to gather, analyze, report, and utilize consumer satisfaction;
 - the mechanisms that will be used to evaluate and annually or more frequently as needed revise the written plan;
 - the responsibilities of the governing body, executive director, managers, and direct staff in the QI process.
- The structure responsible for performing QI functions and assuring that program improvements are occurring. This committee or structure must:
 - Demonstrate that it meets or occurs with a frequency that is sufficient to demonstrate that the structure is following up on all findings and required actions.
 - Established parameters for the role, structure, and function of the structure.
 - Maintained records documenting the structure's activities, findings, recommendations, and actions.
- The written plan provides for continuous performance of the activities, including the tracking of issues over time.
- The plan must delineate the mechanisms or procedures to be used for adopting and communicating process and outcome improvements.
- The plan must address the role for mental health outcomes, of value to purchasers and individuals, to the extent possible with existing technology.

Systematic Process of Quality Assessment and Improvement

The QI plan objectively and systematically monitors and evaluates the quality and appropriateness of care and service to members through quality assessment and performance improvement projects, and related activities, and pursues opportunities for improvement on an ongoing basis. The provider identifies and uses quality indicators that are objective, measurable, and based on current knowledge and clinical experience. Methods and frequency of data collection are appropriate and sufficient to detect need for program change. As actions are taken to improve care, there is monitoring and evaluation of corrective actions to assure that appropriate changes have been made. In addition, changes in practice patterns are tracked.

Accountability to the Governing Body

Responsibilities of the governing body for monitoring, evaluating, and making improvements to care include oversight of the plan (documentation that the governing body has approved the overall QI program and annual QI plan), QI plan progress reports (the governing body receives written reports for the QI program describing actions taken, progress in meeting QI objectives, and improvements made), the governing body formally reviews on a periodic basis (not less than annually) a written report on the QI plan.

CONTRACTOR OBLIGATIONS TO RECIPIENT RIGHTS PROTECTION

The responsibilities of Contractor pertaining to the rights of recipients served under the authority granted by this Contract Agreement include the following:

1. Jurisdiction

- a. Contractor accepts the jurisdiction of Payor's Office of Recipient Rights over the rights protection system for all recipients receiving mental health services under the terms of this Contract Agreement.
- b. Payor's Office of Recipient Rights reserves the right to delegate another CMHSP's Office of Recipient Rights to conduct a recipient rights investigation or to monitor Contractor's services on Payor's behalf.

2. Unimpeded Access

Contractor shall grant staff of Payor's Office of Recipient Rights or its designee unrestricted access to Contractor's premises, employees, recipient records, and services under this Contract Agreement in order for Payor's Office of Recipient Rights to exercise its investigative or monitoring functions.

3. Postings and Notification of Rights

- a. Contractor shall display any posters required by Payor's Office of Recipient Rights in a location conspicuous to recipients and visitors at each service site operated by the Contractor. Contractor may only use another posting upon prior approval from Payor's Office of Recipient Rights. Such alternative postings must specify the name, address, and telephone number of Payor's Recipient Rights Director.
- b. Contractor shall ensure that copies of the MDHHS publication "Your Rights," labeled with the address and telephone number of Payor's Office of Recipient Rights, and in alternative formats as appropriate, are made publicly available at each service site operated by Contractor, and that Recipient Rights complaint forms are readily available.
- c. Contractor shall additionally orally explain the rights specific to the services rendered by Contractor in a manner understandable to all recipients, family members, and legal representatives, both at the time services are initiated and no less than annually thereafter.

4. Policies and Procedures

- a. Contractor agrees to comply with all Payor's Policies and Procedures pertaining to Recipient Rights as Payor makes available to Contractor.
- b. Contractor agrees to provide access to all electronic Recipient Rights Policies and Procedures required by Payor at each service site operated by the Provider for all Provider's employees.

5. Training

- a. Contractor shall assure and maintain documentation that Contractor and all of Contractor's employees or agents successfully pass the in-person Recipient Rights training within 30 days of hire as provided by the local Office of Recipient Rights and annually thereafter.

6. Duty to Report Recipient Rights Violations

- a. Contractor shall promptly report to Payor's Office of Recipient Rights all apparent or suspected recipient rights violations known by Contractor or by any of its employees or agents. Contractor shall also assure that all incidents involving the apparent or suspected abuse or neglect, death, serious injury, or unexplained injury of a recipient are immediately reported (in person, by phone, or by voice mail message) directly to Payor's Office of Recipient Rights. Contractor shall subsequently submit a written electronic report of such incidents directly to Payor's Office of Recipient Rights within 24 hours of the time Contractor or its employees or agents learned of the incident.
- b. Within twenty-four (24) hours Contractor shall immediately forward to the Payor's Office of Recipient Rights any and all recipient rights complaints received by Contractor, whether communicated orally or in writing to Contractor or its employees or agents.

7. Duty to Cooperate

Contractor and its employees and agents shall fully cooperate with all investigative and monitoring activities conducted by the Payor's Office of Recipient Rights or designees by answering questions orally and/or in writing in a timely manner as requested by Payor's Office of Recipient Rights or its designee.

8. Remedial and Corrective Action

- a. Upon investigation and substantiation of a recipient rights complaint by Payor's Office of Recipient Rights or its designee, Contractor shall administer remedial action as recommended by Payor's Office of Recipient Rights. The remedial action plan shall be considered appropriate only when Payor determines it is adequate to correct the violation, will prevent a recurrence of the violation, and will be completed in a timely manner. Supporting documentation must be submitted to Payor's Office of Recipient Rights.

- b. Contractor also agrees to implement and submit proof of corrective action when deficiencies in Recipient Rights protection are identified during monitoring activities conducted by Payor's Office of Recipient Rights.

9. Freedom from Retaliation or Harassment

Contractor shall refrain from retaliating against or harassing any person who participates in a Recipient Rights complaint investigative or monitoring activity.

10. Sanctions

- a. Payor reserves the right to impose sanctions upon Contractor within the terms of this Contract Agreement for failure to appropriately remediate recipient rights violations or to correct other deficiencies pertaining to rights protection as determined by Payor's Office of Recipient Rights.
- b. Payor may remove a recipient from Contractor's program as a result of a reasonable suspicion of a violation of a recipient's rights.

11. Duty to Promote and Protect

Contractor shall promote the rights of recipients and protect recipients from violations of rights guaranteed by the Michigan Mental Health Code and by other federal and state laws, rules, regulations, policies, and procedures applicable to services delivered by the Contractor in compliance with this Contract Agreement.

Contractor agrees not to video record recipients (i.e. capture the images of multiple recipients in common areas - images cannot be captured and recorded) per MCL 330.1724.

12. Confidentiality

Contractor will maintain the confidentiality of all protected health information for all persons served in compliance with MCL 330.1748; 330.1748a, and 330.1750.

J:\Spectrum Community Services\FY2020\Spectrum Community Services- Attachment RR-1 Contractor Oblig RR Protection.docx

Know Your Rights

Recipient Rights

St. Clair County Community Mental Health Authority is committed to protecting the rights of individuals served by the community mental health system.

If you know or suspect that your rights, or the rights of others, have been violated, you may file a complaint with the Office of Recipient Rights. To file a recipient rights complaint, please call: (810) 985-8900.

Discrimination Rights

When you receive community mental health services, you have the right not to be discriminated against because of your: age, color, height, inability to pay for services, intellectual/developmental disability, marital status, national origin, physical disability, race, religion, sex, or weight.

If you know or suspect that you have been discriminated against, you may file a complaint with the Office of Recipient Rights. You may also file a discrimination complaint with the Michigan Department of Civil Rights: (800) 482-3604.

Rehabilitation Act

Section 504 of the Rehabilitation Act states that no qualified individual with a disability in the United States shall be excluded from, denied the benefits of, or be subjected to discrimination under any program that receives federal financial assistance.

If you know or suspect that you have been discriminated against based on your disability, you may file a complaint with the U.S. Dept. of Justice, Civil Rights Division: (800) 514-0301.

Whistleblowers' Protection Act

It is illegal in Michigan to discharge, threaten or otherwise discriminate against an employee regarding compensation, terms, conditions, locations or privileges of employment because they or a person acting on their behalf reports or is about to report a violation or suspected violation of federal, state, or local laws, rules, or regulations to a public body. It is also illegal for employers in Michigan to discharge, threaten, or otherwise discriminate against an employee regarding their compensation, terms, conditions, locations, or privileges of employment because they participated in a public hearing, investigation, inquiry, or court action.

If you believe that your employer has violated this Act, you may bring a civil action in circuit court within 90 days of the alleged violation. The court may order your reinstatement, the payment of back wages, full reinstatement of fringe benefits and seniority rights, actual damages, or any combination of these remedies.

St. Clair County Community Mental Health Authority OFFICE OF RECIPIENT RIGHTS

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