

HOSPITAL INPATIENT CONTRACT

Between the

ST. CLAIR COUNTY COMMUNITY MENTAL HEALTH AUTHORITY

And the

Beaumont Behavioral Health

October 1, 2023 – September 30, 2025

Regarding:

Inpatient Psychiatric Services

HOSPITAL INPATIENT CONTRACT

with
Beaumont Behavioral Health

This contract is made by and between the ST. CLAIR COUNTY COMMUNITY MENTAL HEALTH AUTHORITY, (hereinafter called "AUTHORITY"), and **Beaumont Behavioral Health** (hereinafter called the "HOSPITAL").

This contract is entered into under the authority granted by Act 258 Public Acts of 1974, as amended, and in accordance with the Rules and Regulations of the Michigan Department of Health and Human Services (MDHHS).

It is expressly understood and agreed that the HOSPITAL is an independent contractor at all times and for all purposes hereunder. The officers, agents, employees, and representatives of the HOSPITAL shall in no way be deemed to be and shall not hold themselves out as employees or agents of the AUTHORITY and shall not be entitled to any fringe benefits of the AUTHORITY, such as, but not limited to, health and accident insurance, life insurance, professional liability insurance, paid vacation or sick leave, or longevity. The HOSPITAL shall be responsible for paying all salaries, wages, and other compensation which may be due its officers, agents, or employees for performing services under this agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and Social Security taxes to the proper Federal, State, and local governments. The AUTHORITY shall not be responsible for providing the HOSPITAL or its officers, agents, or employees with workers' compensation coverage or unemployment insurance coverage.

CONTRACT PROVISIONS

I. SERVICES:

- A. The HOSPITAL agrees to provide emergency psychiatric services, psychiatric inpatient room & board and hospitalization, physician and/or psychiatric services, nursing services, medications, occupational therapy, physical therapy, recreational therapy, case management/discharge planning, laboratory, pharmacy, as necessary, and other services as outlined in the patient's plan to both voluntary and involuntary individuals. Discharge planning on referred individuals will be done conjointly by AUTHORITY staff and HOSPITAL staff. There shall be 24 hour, 7 days per week emergency admission and active treatment services including initiation of psychotropic medications.
- B. The HOSPITAL agrees to follow generally accepted medical practices, and in all events, services shall be rendered in compliance with the Mental Health Code and Administrative Rules.
- C. The HOSPITAL agrees to maintain and operate an inpatient facility for the diagnosis, care, and treatment of person with mental illness, emotional disturbances, and/or developmental disability and/or co-occurring disorder (e.g. individual with both a mental illness and substance use disorder).
- D. The AUTHORITY has the right to review patients' records related to the services for which it is reimbursing the hospital. If adequate documentation is not available there

At the sole discretion of the AUTHORITY, breach of this covenant may be regarded as a material breach of the contract and cause for termination.

- B. 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.
- C. The contract and its referenced attachments are intended by the parties to constitute the entire and integrated understanding between them. No oral amendments can be made to this contract.
- D. Contract performance evaluations may be conducted by CMH personnel/designees on CMH related services only, as required by MDHHS. The AUTHORITY will provide a copy of such review.
- E. Neither this agreement nor any part of it shall be assigned or subcontracted by the HOSPITAL without the prior written consent of the AUTHORITY.
- F. An action for breach of this contract cannot be brought more than six (6) years after the occurrence of the cause of action.
- G. This agreement shall be governed by and enforced in accordance with the laws of the State of Michigan.
- H. If any provision of this contract is deemed to be invalid or unenforceable by a Court this contract shall be considered divisible as to such provision and such provisions shall be inoperative. The remaining provisions of this contract, however, shall be valid and binding and of like effects as though such provisions were not included herein.
- I. The waiver of either party of any breach or breaches of any provision of this agreement shall not operate as or be construed to be a waiver of any subsequent breach of any provision of this agreement.

V. CONTRACT SPECIFIC:

- A. The HOSPITAL shall carry customary business and professional liability insurances and provide AUTHORITY evidence thereof upon request.
- B. The HOSPITAL shall ensure that any staff providing service under this agreement are properly credentialed and have obtained privileges to provide such service. The HOSPITAL will provide to the AUTHORITY, upon request, the credentialing and privileging process used by the HOSPITAL.
- C. The HOSPITAL shall ensure that any staff providing service under this agreement shall have the requisite ability to properly serve those individuals with particular cultural concerns/needs. These can include but are not limited to religious, ethnical, geographical, and/or disability considerations.
- D. The HOSPITAL will provide, upon request, copies of or access to staff development plans which evidence that any cultural issues have been addressed.

- E. The HOSPITAL will provide evidence of staff competency in accordance with the certification standards.
- F. The HOSPITAL shall keep such licensure and certifications for appropriate employees' current in the HOSPITAL personnel files and provide a copy to the AUTHORITY upon request.
- G. Limited English Proficiency (LEP): HOSPITAL must be in compliance with the LEP requirements of the Civil Rights Act. HOSPITAL 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.
- H. Cultural Competency: HOSPITAL must assure the delivery of meaningful service for all persons, including those with LEP and diverse cultural and ethnic backgrounds, disabilities and regardless of gender, sexual orientation or gender identity. HOSPITAL shall assess the population(s) it serves, collaborating with other community agencies and training staff on any identified cultural issues.
- I. Accessibility: HOSPITAL agrees to provide physical access, reasonable accommodations and accessible equipment for Medicaid enrollees with physical or mental disabilities.
- J. The HOSPITAL agrees to notify the AUTHORITY immediately of any adverse action against HOSPITAL with respect to licenses, or any change in certification or accreditation.
- K. The HOSPITAL must have a fully operational quality improvement system in place. This system must be described in the HOSPITAL's approved Quality Improvement Plan which meets the AUTHORITY's Standards for Internal Quality Assurance Programs.
- L. Any correspondence, reports or other communication necessary to the implementation or performance of this contract is to be directed as follows:
 - To the AUTHORITY:
 - St. Clair County Community Mental Health Authority
 - ATTENTION: Jennifer O'Dell, Contract Manager
 - 3111 Electric Avenue, Port Huron, MI 48060
 - To the HOSPITAL:
 - Beaumont Behavioral Health
 - ATTENTION: Andrew Stolusky
 - 18001 Rotunda Dr., Dearborn, MI 48124
- M. That attachments to this agreement by reference herein and attached hereto are incorporated into this agreement and do not require individual signatures.
 - Attachment A Per Diem Rate – Inpatient (Room, Physician, and EPS)
 - Attachment B Definition of AUTHORITY sponsored individuals
 - Attachment C “Know Your Rights” (Please make sure this gets posted for St. Clair County individuals to utilize any needed contact information)
 - Attachment C1 Recipient Rights Stipulations for Hospitals -LPUs

Attachment C6.3.2.3A CE Requirements for RR Staff
Attachment D Region 10 PIHP Hospital Discharge Form
Exhibit A: St. Clair County CMH Coordination and Discharge Planning Process
Exhibit B: St. Clair County CMH Coordination and Discharge Planning Flowchart
Exhibit C: St. Clair County CMH Discharge Coordination Checklist
Exhibit D: St. Clair County Help Card

N. This agreement shall be binding upon the parties and their respective successors and assigns.

VI. DISPUTE RESOLUTION PROCESS:

The AUTHORITY 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, the AUTHORITY shall initiate an emergency compliance review that includes opportunity for the HOSPITAL to present evidence refuting the allegation. Any review shall limit its scope to those issues raised in the allegation.

The HOSPITAL may initiate an expedited review without using the compliance review process described above if the AUTHORITY fails to meet any of the financial payment requirements of this contract.

Disputes by the HOSPITAL resulting from the AUTHORITY's efforts of contract compliance and performance management may be pursued through the dispute resolution process.

In the event of the unsatisfactory resolution of a non-material/non-emergent contractual dispute or compliance/performance dispute, and if the HOSPITAL desires to pursue the dispute, the HOSPITAL shall request that the dispute be resolved through the dispute resolution process. This process shall involve a meeting between the HOSPITAL and the AUTHORITY with the Associate Director of Administration or Designee serving as the Chair of the meeting.

The HOSPITAL shall provide written notification requesting the engagement of the dispute resolution process. In this written request, the HOSPITAL shall identify the nature of the dispute, submit any documentation regarding the dispute, and state a proposed resolution to the dispute. The AUTHORITY shall convene a dispute resolution meeting within twenty (20) calendar days of receipt of the HOSPITAL'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 the HOSPITAL and AUTHORITY 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 the AUTHORITY of the HOSPITAL regarding the action being disputed by the HOSPITAL shall be on hold pending the final AUTHORITY 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 the Board Chair of the AUTHORITY. The Board Chair will proceed at his/her discretion and provide a disposition within 30 days.

VII. TERMINATION:

- A. This contract may be terminated by either party with written notification to the other with or without cause with 90 days advanced notice.
- B. In the event a new contract or contract amendment is not signed by the expiration date of this agreement the terms, conditions and funding levels contained herein shall remain in effect automatically until a new contract or contract amendment is entered into or termination occurs, as provided pursuant to the termination provisions set forth herein.
- C. The termination of this agreement shall not release the HOSPITAL from any obligation to provide continuing medically necessary services to an individual until the individual can be transferred to the care of another provider. CMH shall make payments to the HOSPITAL for such covered services in accordance with the terms of this agreement.

Nancy Thomson, Board Chairperson
St. Clair County CMH Authority

Dustin Ames, CEO
Beaumont Behavioral Health

Date: _____

Date: _____

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Rate of Reimbursement

Effective Date: 10/1/2023 – 9/30/2025

Inpatient Code 0100 – All-inclusive:

Adults and Adolescents/Children: **\$1000.00 per day** including those services described in I.A.

Geriatric Unit: **\$1040.00 per day** including those services described in I.A.

Submittal of Bills:

Under no circumstances will the AUTHORITY pay any claim if the “initial claim” for a given fiscal year is received by the AUTHORITY after October 31st following the end of the fiscal year. Refer to section II. Reimbursement/Budget, item B. 2.

Definition of AUTHORITY Sponsored Individuals

Medicaid:

- Prior-authorized by Access Center- (810) 987-6911 or Toll Free 1-800-225-4447; Toll Free TTY – 1-888-225-1973
- Resident of St. Clair County
- Medicaid verification is St. Clair County

Non-Medicaid

- Prior-authorized by the Region 10 PIHP Access Center (serving Lapeer, Sanilac, and St. Clair County)
- Assist Patient in Applying for Medicaid online. Complete the “Retroactive Medicaid Application”- DHHS Form 3243
- Reimbursement rate is the difference between any third party payment and the contracted St. Clair County CMHA rate. Submit third party Explanation of Benefits (EOB) or other denial documentation.
- Resident of St. Clair County, documentation/verification needed.