

CONTRACT AMENDMENT #3

AGENCY: Blue Water Developmental Housing (BWDH)

PROGRAM: Supported Living Arrangements (SLA)

CURRENT CONTRACT EFFECTIVE DATES: October 1, 2020 – September 30, 2022

CONTRACT AMENDMENT EFFECTIVE DATE: October 1, 2021 - September 30, 2022

DESCRIPTION OF AMENDMENT

~ Rate Increase and Contract Language Changes~

PURPOSE: To revise contract language and rates.

Specifically, to update current rates due to an increase in staffing costs and changes to cost calculations (Cost plus 5% w/ cost settlement) effective October 1, 2021 – September 30, 2022. Total increase of \$303,978.

Additionally, to revise contract language as reflected in the attached summary due to new state requirements.

Modified Attachment

Attachment B3 – replaces B2

Nancy Thomson, Board Chair
St. Clair County CMH Authority

Kathleen Swantek, Executive Director
Blue Water Developmental Housing

Date

Date

**ST.CLAIR COUNTY COMMUNITY MENTAL HEALTH AUTHORITY
CONTRACT AGENCY RATES - EFFECTIVE 10/01/21 - 9/30/22**

BWDH - Supported Living Arrangements

21347

74188

OASIS #
LOCATION #

Activity Code		Unit		(CURRENT RATES)
H2015		15 minutes	\$	4.50
H2015UN	2 Individuals	15 minutes	\$	4.25
H2015UP	3 Individuals	15 minutes	\$	3.75
H2015UQ	4 Individuals	15 minutes	\$	4.00
H2015UJ	Sleep	15 minutes	\$	3.50

Highlights of the Contract Changes for our SLA Providers

III. REIMBURSEMENT / CLAIMS / RATES:

~~B. Administration costs related to CONTRACTOR will be capped at 15% of the total Medicaid allowable cost of services provided.~~ **REMOVED**

NEW:

B. CONTRACTOR will submit cost calculations upon request, minimally after six (6) months.

C. CONTRACTOR acknowledges that this contract is a “cost plus 5%, with cost settlement.” The cost settlement will occur within the next fiscal year once the previous fiscal year audits have been completed. The rates will be revised for the cost settlement difference.

IV. STAFFING SCHEDULE: **REMOVED**

~~A. “Staffing Schedule” (Attachment B), documenting the number of Full-Time Equivalents (FTEs) within the 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.~~

~~—“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. 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)/resident(s) / 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 Finance Director to discuss the financial implications.~~

VIII. STANDARD CONTRACT PROVISIONS:

J. Insurance:

- ~~2. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate.~~

NEW LIMITS: 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.

NEW REQUIRMENTS:

- ~~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 \$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.~~

NEW LIMITS: Professional (Malpractice) Liability in an amount not less than \$3,000,000 per occurrence and \$3,000,000 aggregate.