

REQUEST FOR PROPOSAL

Community Living Supports Services and Respite Care Services

FOR

Lenawee Community Mental Health Authority (LCMHA)

Issued By:

Holly Owen
Chief Operating Officer
(517)-264-0129

Proposal Submitted by:

Please type Bidder's Company Name & include as proposal cover
September 11th, 2020

Sealed Proposals: Vendor will submit proposal to address below. If proposal is submitted electronically confirmation email will be sent. If you do not receive confirmation email proposal was not received.

LCMHA
1040 S Winter St.
Adrian MI 49221

Howen@lcmha.org

By September 11th by 5:00pm

This Request for Proposal will be an open panel, with providers being re-credentialed every two years. The initial due date for the application package is **September 11th, 2020 by 5:00pm EST**; however, consideration will be given to vendors that submit responses after the initial due date.

Although it is an open bid, we request that you return your response to this RFP as soon as possible so that the review process can be completed and a panel of eligible providers established. For further information please contact the Chief Operating Officer at howen@lcmha.org.

- Your proposal submission envelope(s) must be clearly marked *including FedEx & UPS package labels "SEALED RFP"*
- Please direct purchasing and procedural questions regarding this RFP to Holly Owen at howen@lcmha.org.
- Please direct technical questions regarding this RFP to department contact howen@lcmha.org

Thank you for your interest.

TIMELINE FOR RFP

Letter notifying potential contractors of bid	8/18/2020
Bid advertised in newspaper	8/19/2020
Questions are due	8/21/2020
Question and Answers will be published	8/25/2020
Bid submission initial deadline	9/11/2020
Initial award recommendations approved by CMH Board	9/24/2020
Initial award/denial notices	9/28/2020

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PROPOSAL INFORMATION

I. PROPOSAL DEFINITIONS

Definitions

“Bidder”	Business submitting a bid to Lenawee Community Mental Health Authority
“Contractor/Vendor”	One who contracts to perform services in accordance with a contract
“County”	Lenawee County
“Department”	Lenawee Community Mental Health Authority (LCMHA)

II. TERMS

A. LCMHA reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Contractor’s qualifications and capabilities to provide the specified service, and other factors that the LCMHA may consider. LCMHA does not intend to award a contract fully on the basis of any response made to the proposal; LCMHA reserves the right to consider proposals for modifications at any time before a contract would be awarded and negotiations would be undertaken with that Contractor whose proposal is deemed to best meet LCMHA specifications and needs.

B. LCMHA reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by LCMHA to be in the best interest of the agency even though not the lowest bid.

C. Proposals must be signed by an official authorized to bind the Contractor to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions.

E. Proposals should be prepared simply and economically providing a straight-forward, concise description of the Contractor’s ability to meet the requirements of the RFP. Proposals must be typed. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal. *Contractor shall ensure that proposals are submitted using both sides of recycled paper whenever practicable.*

F. The initial award of this contract shall be for a period of two year(s). Renewal shall be contingent upon funding.

G. Contractor warrants that to the best of Contractor’s knowledge, there exists no actual or potential conflict between Contractor and LCMHA, and its services under this request, and in the event of change in either Contractor’s private interests or services under this request,

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Contractor will inform the LCMHA regarding possible conflict of interest which may arise as a result of the change. Contractor also affirms that, to the best of Contractor's knowledge, there exists no actual or potential conflict between a LCMHA employee and Contractor.

H. The bidder shall be responsible for all costs incurred in the development and submission of this response. LCMHA assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a response by a bidder, the evaluation of an accepted response, or the selection of finalists. All proposals, including attachments, supplementary materials, addenda, etc. shall become the property of LCMHA and will not be returned to the bidder.

I. Any responses, materials, correspondence, or documents provided to LCMHA under this solicitation are subject to the State of Michigan Freedom of Information Act and may be released to third parties in compliance with that Act.

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III. VENDOR SPECIFICATIONS

The proposal shall include all of the following information in the order listed. Failure to include all of the required information may result in disqualification of a bidder.

1. State the bidder's qualifications to provide the services required by LCMHA. Include years in business under your present company name, staff profile and relevant experience.
2. List three (3) references from previous corporate, government, or other customers purchasing similar services. Include business name, contact name and phone number. Include length/dates of business relationship.
3. Complete Credentialing Application (Exhibit A).
4. Review and respond to narrative service questions.
5. Submit Pricing Sheet.
6. Review Sample Contract (Exhibit B) provisions, insurance and compliance requirements. Document any challenges you may have with maintaining compliance with any of the articles or providing insurance requirements as outlined in the contract provisions contained in Sample Contract.
7. Submit most current external financial audit, including management letter.

In addition to this RFP response potential providers may be required to participate in face-to-face interviews with staff from the LCMHA after qualified RFP submission. This requirement may be waived at the determination of the LCMHA. Questions will be behavioral or experience based related to the provision of Community Living Supports and Respite services.

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IV. AWARD

The winning bidders will be able to:

Comply with Community Mental Health Partnership Southeast Michigan policies (<http://www.cmhpsm.org/#!/policies/c800>).

Provide service(s) in compliance with the Michigan Department of Health and Human Services (MDHHS) Medicaid Provider Manual.

Comply with all applicable provisions of the revised Michigan Mental Health Code, Public Act 258 of 1974, as amended MCL 330.1100 et seq; the Michigan Public Health Code, Public Act 368 of 1978, as amended; all applicable Administrative Rules; and related Recipient Rights and policies of WCCMH.

Comply with HIPAA including the Standards for Privacy of Individually Identifiable Health Information (42 C.F.R., Part 160 and 164) the Standards for Electronic Transactions (45 C.F.R., Part 160 and 162) and the Security Standards (45 C.F.R., Parts 160, 162, and 164) (collectively, the “Standards”) promulgated or to be promulgated by the Secretary of Health and Human Services (the “Secretary”).

Comply with HIPAA and the Health Information Technology for Economic and Clinical Health Act (“HITECH”), Division A: Title XIII—Health Information Technology and Division B: Title IV—Medicare and Medicaid Health Information Technology; Miscellaneous Medicare Provisions which was incorporated into the American Recovery and Reinvestment Act of 2009 (“ARRA”) Public Law 111-5.

V. SCOPE OF WORK

Service Summary

Lenawee Community Mental Health Authority is in need of additional Community Living Supports and Respite providers. Bidders may apply to provide one or both services.

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Community Living Supports

Community Living Supports are used to increase or maintain personal self-sufficiency, facilitating an individual's achievement of his goals of community inclusion and participation, independence or productivity. The supports may be provided in the participant's residence or in community settings (including, but not limited to, libraries, city pools, camps, etc.).

Coverage includes:

- Assisting (that exceeds state plan for adults), prompting, reminding, cueing, observing, guiding and/or training in the following activities:
 - meal preparation
 - laundry
 - routine, seasonal, and heavy household care and maintenance
 - activities of daily living (e.g., bathing, eating, dressing, personal hygiene)
 - shopping for food and other necessities of daily living

CLS services may not supplant services otherwise available to the beneficiary through a local educational agency under the Individuals with Disabilities Education Act (IDEA) or the Rehabilitation Act of 1973 or state plan services, e.g., Personal Care (assistance with ADLs in a certified specialized residential setting) and Home Help or Expanded Home Help (assistance in the individual's own, unlicensed home with meal preparation, laundry, routine household care and maintenance, activities of daily living and shopping). If such assistance appears to be needed, the beneficiary must request Home Help and, if necessary, Expanded Home Help from MDHHS. CLS may be used for those activities while the beneficiary awaits determination by MDHHS of the amount, scope and duration of Home Help or Expanded Home Help. If the beneficiary requests it, the PIHP case manager or supports coordinator must assist him/her in requesting Home Help or in filling out and sending a request for Fair Hearing when the beneficiary believes that the MDHHS authorization of amount, scope and duration of Home Help does not appear to reflect the beneficiary's needs based on the findings of the MDHHS assessment.

- Staff assistance, support and/or training with activities such as:
 - money management
 - non-medical care (not requiring nurse or physician intervention)
 - socialization and relationship building
 - transportation from the beneficiary's residence to community activities, among community activities, and from the community activities back to the beneficiary's residence (transportation to and from medical appointments is excluded)

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Respite Care Services

Respite care services are intended to assist in maintaining a goal of living in a natural community home and are provided on a short-term, intermittent basis to relieve the beneficiary’s family or other primary caregiver(s) from daily stress and care demands during times when they are providing unpaid 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 full time.

MDHHS Service Coding

Community Living Support Services

<i>CPT</i>	<i>Modifiers</i>	<i>Duration</i>	<i>Eligible</i>
H2015		15 Minutes	Habilitation Supports Waiver 1115 (i)
When/how to report encounters: Please refer to PIHP/CMHSP encounter reporting HCPCS and revenue codes			

Respite

<i>CPT</i>	<i>Modifiers</i>	<i>Duration</i>	<i>Eligible</i>
T1005		15 minutes	Habilitation Supports Waiver 1115 (i)
When/how to report encounter: Please refer to PIHP/CMHSP encounter reporting HCPCS and revenue codes			

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Provider Requirements

All providers must be:

- At least 18 years of age
- Able to prevent transmission of any communicable disease from self to others in the environment in which they are providing supports
- Able to communicate expressively and receptively in order to follow individual plan requirements and beneficiary-specific emergency procedures, and report on activities performed
- in good standing with the law (i.e., not a fugitive from justice, a convicted felon who is either under jurisdiction or whose felony relates to the kind of duty to be performed, or an illegal alien)
- Able to perform basic first aid procedures
- Successfully complete training in recipient rights and implementation of the consumer's individual plan of services.

Required Provider Trainings

Requirements for direct care and administrative staff are listed in the Sample Contract enclosed with this RFP as Attachment B.

Narrative Service Questions

The prospective provider will answer the following narrative service questions.

1. Describe your organization's involvement in the person centered planning process, and the development of the individual plans of service (IPOS).
2. Describe how your organization ensures collaboration between LCMHA staff and your organization's staff.
3. Is your organization willing and able to provide services within the entire geographic area of Lenawee County? Possible service locations: Adrian, Morenci, Hudson, Blissfield, Tecumseh, Clinton, Britton, and Onsted.
4. Describe your experience working with individuals with enhanced medical and/or behavioral needs. (i.e. tube feeding, lifts, wheelchair accessibility, physical aggression) What training do you provide to your staff? Do you provide training specific to Autism Spectrum Disorder. Explain your experience with gentle teaching?
5. Does your organization provide transportation into the community?
6. Would your organization be willing to explore possibility of a respite home in Lenawee County?
7. Marge is a 36 year old woman with a diagnosis of Profound ID and severe cerebral palsy. She has seizures, is tube fed (which she needs support for during the day), is nonverbal and uses a wheelchair. She requires total assistance for all of her personal care and safety needs. What are some things you would want to be in place prior to and while working with Marge? How would you communicate with her?

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8. Bart is a 40 year old male with Mild ID. He has Criminal Sexual Conduct on his record; he is off probation for that offense, but still reports for the sex offenders' registry. Although he has not re-offended in over 10 years he has occasionally stripped naked in public and when he sees children. Bart also has a felony on his record. What are some things to consider when working with him and what skills can you work with him on?
9. Bill is a 25 year old with a diagnosis of Autism and Severe ID. He has history of physical aggression and property damage. He has a goal of increasing community integration. How would you support Joe to meet his goal of community integration?

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VI. Services Pricing

PRICE SHEET

Provider Service Cost Information:

1. Percent of direct services staff that have worked for your organization for 1, 3 and 5 years.	1 Year	
	3 Years	
	5 Years	
2. Community Living Supports Hourly Direct Care Compensation (include tax, insurance, fringe costs):	\$	
3. How many units available to provide for CLS service per month		
4. Respite Care services Hourly Direct Care Compensation (include tax, insurance, fringe costs):	\$	
5. How many units available to provide for respite service per month		

Provider Proposed Service Rates:

CPT/Mod	Units	Description/Instructions	Proposed Rate:
Community Living Supports			
H2015	15 minutes		\$
Respite Care Service			
T1005	15 minutes		\$

An analysis of current LCMHA rates, proposed rates from respondents and funding availability will be used to determine the new rate structure. Standard rates will be determined and all respondents will be offered the rates approved by LCMHA.

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SIGNATURE PAGE

_____ Signature	_____ Company Name
_____ Print Name	_____ Company Address
_____ Title	_____ City, County, St. Zip
_____ Office Telephone #	_____ Cell Phone #
_____ Federal Tax ID #	_____ Email Address for Purchase Orders

The above individual is authorized to sign on behalf of company submitting proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Signature page must be signed, boxes checked below, and returned as part of vendor proposal.

By signing this bid submission, I certify that I and/or my corporation, company, limited liability company, business association, partnership, society, trust or any other non-governmental entity, organization or group is not an "Iran linked business" as defined by P.A. 517 of 2012 (MCLA 129.311 et seq)("Act").

I understand that under the Act, an "Iran linked business means an individual or one of the above-listed groups who engages in investment activities in the energy sector of Iran, including, but not limited to, providing oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied gas for Iran's energy sector or a financial institution extending credit to another person to engage in investment activities in Iran's energy sector.

I further understand that "investment activity" is defined by the Act as an individual or one of the above listed groups that invests \$20,000,000.00 or more in Iran's energy sector or a financial institution that extends credit to another person, if that person uses the credit to engage in "investment activity" in Iran's energy sector.

This section for CMHSP or CMHPSM use only:

Application Reviewer:		Review Date:	
Application Approved:	Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	Term Start:	Term End:
Reviewer Organization:		EHR Upload Date:	

Application will be returned with status information if it is not approved or if more information is needed.
Re-credentialing applications need to be approved prior to the expiration of the previous application term.

	Community Mental Health Partnership of Southeast Michigan
	Mental Health Service Provider Network Initial Application / Re-Credentialing Application <small>Application Revised: 7/18/2019</small>

SECTION 1: APPLICATION INFORMATION**Mental Health Service Provider:**

Name of Organization:	
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Application (Please select one):

Initial Application:	<input type="checkbox"/>	Re-Credentialing Application:	<input type="checkbox"/>	Application Date:	
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Application submitted to the following CMHSP within the CMHPSM Region:

Lenawee	<input type="checkbox"/>	Livingston	<input type="checkbox"/>	Monroe	<input type="checkbox"/>	Washtenaw	<input type="checkbox"/>
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Staffperson Responsible for Completing this Application:

Name	Email	Phone

SECTION 2: ORGANIZATIONAL INFORMATION

Organization (Complete Billing address only if different than mailing address):

Legal Name:		DBA (if different):	
Address:		City:	
State:		Zip Code (ZIP +4):	
Main Phone:		Main Fax:	
Billing Add.:		Billing City:	
Billing State:		Billing (ZIP + 4)	

Organization Type:

Organizational Identification Numbers

Governmental Entity:	<input type="checkbox"/>	Corporation:	<input type="checkbox"/>	Tax ID:	
Private Non-Profit:	<input type="checkbox"/>	Partnership:	<input type="checkbox"/>	Medicaid #:	
Privately Owned:	<input type="checkbox"/>	LLC/LLP:	<input type="checkbox"/>	Medicare #:	
Other (Describe):			<input type="checkbox"/>	NPI #:	

Administrative Information (Please fill out as applicable to your organization):

Position	Name	E-Mail or Phone#
CEO/Executive Director:		
Chief Medical Officer:		
Chief Clinical Manager:		
Recipient Rights Contact:		
Claims Contact:		
Contracts Contact:		
Compliance/HIPAA Officer:		
Primary Contact:		
Secondary Contact:		

Within the five years preceding the application date, has the organization:

	Yes	No	N/A
Had a state license or certification revoked?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Had its accreditation revoked, suspended or limited?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Had any other license, certification or accreditation revoked?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Had any sanctions imposed by Medicaid or Medicare?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Had professional liability insurance canceled, or denied for renewal?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Had any malpractice claims related to mental health services?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Organization has been a defendant in a mental health services lawsuit, where an award or settlement exceeded \$50,000.00.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Has the organization's leadership, board of directors, or owners (if applicable) been listed on any federal or state exclusion or debarment list.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the organization have any pending actions related to any of the above that have yet to be settled or finalized?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

For any questions in which a "Yes" was indicated please provide a detailed accounting of the incident or incidents and the current status of any situations.

Provider Delivered Service	SMI Adult	Older Adult w/ SPMI	I/DD Adult	I/DD Child	SED Child	Co-Occurring: SUD/MI
Agency With Choice Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Applied Behavioral Analyst Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Art Therapy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Case Management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Crisis Residential	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fiscal Intermediary Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Home Based	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Licensed Residential Supports	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Occupational Therapy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Outpatient Mental Health Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Peer Delivered or Operated Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Psychiatrist	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Psychologist	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Psycho-Social Rehabilitation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recreation Therapy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Registered Dietician	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Registered Nurse	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Respite	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Respite Camp Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Skill Building	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Speech Language Pathologist	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Supported Employment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Unlicensed Comm. Living Supports	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wrap Around Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Any Other Unlisted Services:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SECTION 3. PROVIDER CONTRACTUAL REQUIREMENTS

Provider Organization Accreditation:			
Accreditation Type:	Select:	Expiration Date:	
TJC/JCAHO:	<input type="checkbox"/>		
CARF:	<input type="checkbox"/>		
COA:	<input type="checkbox"/>		
NCQA:	<input type="checkbox"/>		
BHCOE:	<input type="checkbox"/>		
Other:	<input type="checkbox"/>		
Organization not currently accredited:			<input type="checkbox"/>
<i>Please submit your organization's accreditation documentation with this application.</i>			

The following insurances are required for CMHPSM paneled providers:		
Type:	Notes:	Check box if Attached:
Commercial General	Minimum \$1,000,000.00 combined limit per occurrence/claim.	<input type="checkbox"/>
Professional Liability	Minimum \$1,000,000.00 combined limit per occurrence/claim.	<input type="checkbox"/>
Workers Disability Compensation	If provider is an employer, if provider is not an employer please attach written assertion of such.	<input type="checkbox"/>
Motor Vehicle Liability	If provider transports consumers, \$1,000,000.00 per occurrence combined single limit Bodily Injury and Property Damage.	<input type="checkbox"/>
<i>Please submit documentation of required provider insurances with this application.</i>		

ADA Compliant Accommodations			
Does provider have ADA compliance accommodations at all facilities that CMHPSM covered individuals would be served within:	Yes:	No:	N/A:
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Hours of Service Availability (Identify availability or indicate 24 hours/7 days per week)								
Choose:		SUN	MON	TUE	WED	THU	FRI	SAT
<input type="checkbox"/>	BEGIN: END:							
<input type="checkbox"/>	24 HOUR	24 HR	24 HR	24 HR	24 HR	24 HR	24 HR	24 HR

Organizational Staff Linguistic Capacity

Available:		Number of staff fluent or brief explanation of service capacity:
Spanish	<input type="checkbox"/>	
French	<input type="checkbox"/>	
Arabic	<input type="checkbox"/>	
Chinese	<input type="checkbox"/>	
American Sign Language	<input type="checkbox"/>	
French	<input type="checkbox"/>	
German	<input type="checkbox"/>	
Other Languages (Please List)		Number of staff fluent or brief explanation of service capacity:
	<input type="checkbox"/>	
	<input type="checkbox"/>	
	<input type="checkbox"/>	

Provider has expertise, specialized training, or certifications in any of the following: (Please check all that apply)

Adjustment Disorders	<input type="checkbox"/>	Motor Skill Disorders	<input type="checkbox"/>
Anxiety Disorders	<input type="checkbox"/>	P.M.T.O.	<input type="checkbox"/>
Applied Behavioral Analysis	<input type="checkbox"/>	Personality Disorders	<input type="checkbox"/>
Attention & Disruptive Behavior Disorders	<input type="checkbox"/>	Physical/ Sexual Abuse	<input type="checkbox"/>
Communication Disorders	<input type="checkbox"/>	Schizophrenia & other Psychotic Disorders	<input type="checkbox"/>
D.B.T.	<input type="checkbox"/>	Sexual & Gender Identity Disorders	<input type="checkbox"/>
Delirium, Dementia & Other Cognitive Disorders	<input type="checkbox"/>	Sleep Disorders	<input type="checkbox"/>
Intellectual / Developmental Disabilities	<input type="checkbox"/>	Somatoform Disorders	<input type="checkbox"/>
Dissociative Disorders	<input type="checkbox"/>	Speech Impaired Consumers	<input type="checkbox"/>
Eating Disorders	<input type="checkbox"/>	Substance Abuse Related Disorders	<input type="checkbox"/>
Elimination Disorders	<input type="checkbox"/>	Tic Disorders	<input type="checkbox"/>
Factitious Disorders	<input type="checkbox"/>	Visually Impaired Consumers	<input type="checkbox"/>
Hearing Impaired Consumers	<input type="checkbox"/>	Other(s): (Please List below)	
Impulse-Control Disorders	<input type="checkbox"/>		<input type="checkbox"/>
Learning Disorders	<input type="checkbox"/>		<input type="checkbox"/>
Mental Disorders due to General Medical Condition	<input type="checkbox"/>		<input type="checkbox"/>
Mood Disorders	<input type="checkbox"/>		<input type="checkbox"/>
Motivational Interviewing	<input type="checkbox"/>		<input type="checkbox"/>

Sub-Contracting (All sub-contracting arrangements must be disclosed when contracted with the CMHPSM)

Does your organization currently sub-contract to another entity or independent contractor, any business or service function?	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
Does your organization plan to sub-contract to another entity or independent contractor, any portion of service delivery derived from a contract or potential with the CMHSP or CMHPSM?	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
Please explain any currently existing or potential sub-contractual arrangements:		

Special Certifications

Please list all special mental health service certifications the organization and/or its staff members have obtained (Text Box Expands) :

--

Organizational References-Please provide contact information for individuals from at least three separate agencies your organization contracts with to provide mental health services:

#	Agency Name:	Individual Name:	Email Address:	Phone Number:
1				
2				
3				

Section 4. Staff Information Attachments

The following attachments are required to be submitted with the application. New panel providers will have the opportunity to complete staff trainings after application is approved and contract is executed. Providers with staff trained under other CMHSP training programs or other training sources may be deemed permissible upon review of training materials or reciprocity standards.

Application Type Choose One:

Initial Application: <input type="checkbox"/>	Re-Credentialing Application: <input type="checkbox"/> Organizations submitting a re-credentialing application must submit all staff information attachments at the same time as the main re-credentialing application submission.
Initial Application Option(s):	
Organization agrees to submit all staff information attachments upon acceptance in to the CMHPSM network and prior to any service delivery by the provider: <input type="checkbox"/>	
Or:	
Organization is submitting all staff information attachments at the time of application submission: <input type="checkbox"/>	

Re-Credentialing Application

Staff Information Attachment Type:	Attached:	# of Pages
Attachment A: Administrative Staff Requirements Review	Yes: <input type="checkbox"/>	
Attachment B: Aide Level Staff Background Review	Yes: <input type="checkbox"/>	
Attachment C: Aide Level Staff Training Review	Yes: <input type="checkbox"/>	
Attachment D: Licensed Clinical Practitioner Background Review	Yes: <input type="checkbox"/>	
Attachment E: Licensed Clinical Practitioner Training Review	Yes: <input type="checkbox"/>	
Attachment F: Licensed Clinical Practitioner Credentialing Review	Yes: <input type="checkbox"/>	
Attachment G: Debarment, Suspension and Exclusion Form	Yes: <input type="checkbox"/>	

Provider Staff Contact for CMH Correspondence on Staff Information Attachments

Name	Email	Phone

SECTION 5. PROVIDER CERTIFICATION, RELEASE & SIGNATURE

I hereby certify that all information contained in this application, and all its attachments is accurate, complete, and true:

I understand that in making this application to CMHPSM, the organization agrees to the following:

1. Any information contained in this application which subsequently is found to be false could result in denial of my application or termination of participation in the CMHPSM Provider Network;
2. It is the organization's responsibility to promptly advise the CMHPSM Provider Network of any changes or additions to the information contained in this application;
3. All the information contained in this application or its attachments is subject to CMH investigation and review; only complete applications will be reviewed, a complete application shall include the following:
 - a. For initial applications, application sections 1,2,3 & 5 must be answered completely and accurately. Providers new to the CMHPSM network may submit Section 4 upon approved admission into the CMHPSM network. All staff information attachments and the subsequent CMH review, must be completed prior to any service delivery.
 - b. For recredentialing applications, the entire application Sections 1-5 must be answered completely and accurately.
 - i. Attachment A: Administrative Staff Requirements; completed on all staff that will serve CMHPSM consumers.
 - ii. Attachment B: Aide Level Staff Background Review; completed on all staff that will serve CMHPSM consumers.
 - iii. Attachment C: Aide Level Staff Training Review; completed on all staff that will serve CMHPSM consumers.
 - iv. Attachment D: Licensed Clinical Practitioner Background Review; completed on all staff that will serve CMHPSM consumers.
 - v. Attachment E: Licensed Clinical Practitioner Training Review; completed on all staff that will serve CMHPSM consumers.
 - vi. Attachment F: Licensed Clinical Practitioner Credentialing Review; completed on all staff that will serve CMHPSM consumers.
 - vii. Attachment G: Debarment, Suspension and Exclusion Form; must be completed upon initial credentialing, re-credentialing, and every instance of contract execution or renewal according to Federal statute.
 - c. Any documentation requested within the application (i.e. accreditation documentation, financial audits, proof of insurances) is attached to the application package.
 - d. Any documentation requested by CMHPSM staff during the application process.
4. This is an application only and that submission of this application does not automatically result in participation in the CMHPSM Provider Network; and
5. Acceptance in to the provider network does not guarantee any specific level of utilization or guarantee utilization at all.
6. The information contained in this document provides an initial baseline for monitoring of the contractual requirements between this agency and CMHPSM Provider Network. Information provided could result in adverse contract action including sanction, suspension or termination.
7. The credentialing application will not be the sole resource for obtaining information for contractual requirements. The CMHPSM may also conduct administrative desk and site audits,

service site audits, financial reviews, recipient rights visits, and/or any other reviews outlined in the service contract.

We hereby authorize the CMHPSM to consult with administrators and members of the organization and/or institutions which the agency has been or is currently associated with, and others, including past and present malpractice carriers, who may have information bearing on professional competence, character, and ethical qualifications. We further consent to the inspection by representatives of the CMHPSM Provider Network of all documents that may be material to an evaluation of the organization's professional competence, character, and ethical qualifications.

WE HEREBY RELEASE FROM LIABILITY ALL REPRESENTATIVES OF CMHPSM FOR THEIR ACTS PERFORMED IN GOOD FAITH AND WITHOUT MALICE IN CONNECTION WITH EVALUATING THIS APPLICATION, CREDENTIALS, AND QUALIFICATIONS, AND WE RELEASE FROM ANY LIABILITY ANY AND ALL INDIVIDUALS AND ORGANIZATIONS WHO PROVIDE INFORMATION TO CMHPSM IN GOOD FAITH AND WITHOUT MALICE CONCERNING PROFESSIONAL COMPETENCE, CHARACTER, AND ETHICS. WE HEREBY CONSENT TO THE RELEASE AND EXCHANGE OF INFORMATION RELATING TO ANY DISCIPLINARY ACTION, SUSPENSION, OR CURTAILMENT OF PROFESSIONAL PRIVILEGES AND/OR CLINICAL SERVICES TO THE CMHPSM PROVIDER NETWORK.

1. All applications for participation in the CMHPSM Provider Network shall be reviewed by the CMHPSM. Recommendations for CMHPSM Provider Network participation will be forwarded to the appropriate CMHSP Board, or designee for approval. By signing this, the organization gives consent for verification of the information provided in this application.
2. In the event that the agency, organization, or institution is accepted for participation in the CMH Provider Network, we consent to CMH inspection of our patient records relating to consumers as necessary for its peer and utilization review process.

We understand that if this application is rejected for reasons relating to professional conduct or competence, CMH may report the rejection to the appropriate State licensing board and/or the National Practitioner Data Bank.

To abide by applicable bylaws, rules and regulations, policies and procedures of the CMH Provider Network as in force at the time of this application, and agree to be bound by the terms thereof in all matters related to the consideration of this application.

Acknowledge the organization's obligation to provide continuous care and supervision to all for whom we have responsibility, and that the organization will seek clinical consultation as necessary to insure the highest quality of consumer care.

That the organization, or designee will be willing to appear before any appropriate committee of CMH with regard to this application.

It is understood that failure to comply with the agreements specified above or providing inaccurate, incorrect, or withholding information on this application will automatically terminate appointment as a provider of behavioral health service in the CMHPSM Provider Network.

Attestation of Organization CEO or Designated Representative			
Signature:			
Enter Title:		Enter Date:	

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SERVICE CONTRACT

BETWEEN

Lenawee Community Mental Health Authority

AND

Provider



*This is fiscal year 2019 contract. Fiscal year 2020 contract will be posted 8/21/2020

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**SERVICE CONTRACT
With
Provider.**

This contract is between the **Lenawee Community Mental Health Authority**, located at 1040 S Winter St., Ste 1022, Adrian, MI 49221 (hereinafter referred to as "CMHSP"), and **Provider** located at **Insert Address** (hereinafter referred to as "CONTRACTOR").

ARTICLE I CONTRACT AUTHORITY

This contractual agreement, herein referred to as the "Contract" is entered into pursuant to the authority granted by Act 258 of the Public Acts of 1974 (hereinafter referred to as the "Mental Health Code"), as amended. This Contract is in accordance with the Michigan Department of Health and Human Services (MDHHS)/CMHSP Managed Mental Health Supports and Services contract for general funds; and the MDHHS/PIHP Master Contract for Medicaid Funds entered into by MDHHS and the Community Mental Health Partnership of Southeast Michigan (CMHPSM) as the Prepaid Inpatient Health Plan (PIHP); and the contractual agreement with Office of Drug Control Policy; and the rules, regulations, and standards (hereinafter referred to as "Rules") adopted and promulgated by MDHHS. Said Acts, Contracts, and Rules shall govern in any area not specifically covered in this Contract.

ARTICLE II DEFINITIONS / ACRONYMS

ARRA: American Recovery and Reinvestment Act

CFR: Code of Federal Regulations

Community Mental Health Partnership of Southeast Michigan (CMHPSM): The prepaid inpatient health plan for the counties of Lenawee, Livingston, Monroe and Washtenaw, identified as Region Six by the Michigan Department of Health and Human Services.

Community Mental Health Services Program (CMHSP): A program operated under Chapter Two of the Michigan Mental Health Code.

Consumer or Recipient: Individuals to be served under this Contract.

Current Procedural Terminology (CPT) Codes: Are billing codes published by the American Medical Association to provide uniform language that accurately describes services provided.

Electronic Health Record (EHR): An electronic version of a patient's medical history, that is maintained by the provider over time, and may include all of the key administrative clinical data relevant to that persons care under a particular provider, including demographics, progress notes, problems, medications, vital signs, past medical history, immunizations, laboratory data and radiology reports.

Early Periodic Screening Diagnosis and Treatment (EPSDT): Medicaid's comprehensive and preventative child health program for beneficiaries under age twenty-one.

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GAGAS: Generally Accepted Government Auditing Standards

Healthcare Common Procedure Coding System (HCPCS): Healthcare procedure codes utilized for claims payment related to service provision based upon CPT standards set by the American Medical Association.

HCFA: Health Care Finance Administration

Individual Plan of Service (IPOS): An individual plan of service supporting a consumer that builds upon an individual's capacity to engage in activities that promote community life and that honor the individual's preference, choices, and abilities. The process is directed by the consumer and focuses on his/her desires, dreams, strengths, and need for support.

OMB: Office of Management and Budget

ORR: Office of Recipient Rights

Performance Improvement/Quality Improvement: The mechanism by which the CONTRACTOR measures the quality of its service delivery and implements changes when improvement is needed, or replicates strengths.

Prepaid Inpatient Health Plan (PIHP): a term contained in federal regulations from the Centers for Medicare & Medicaid Services. It means an entity that 1) provides medical services to enrollees under contract with the state Medicaid agency on the basis of prepaid capitation payments, 2) includes responsibility for arranging inpatient hospital care, and 3) does not have a comprehensive risk contract.

Protected Health Information (PHI): Under US law is any information about health status, provision of health care, or payment for health care that is created or collected by a "Covered Entity" (or a Business Associate of a Covered Entity), and can be linked to a specific individual.

USC: United States Code.

ARTICLE III POLICIES

CONTRACTOR shall follow all CMHSP and CMHPSM/PIHP policies and procedures that are applicable to service providers. All CMHPSM/PIHP regional policies and procedures can be found at www.cmhpsm.org/policies.

ARTICLE IV CONTRACT TERM

This Contract shall be in effect from **Insert Term** inclusive, unless terminated as follows.

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ARTICLE V CONTRACT TERMINATION

A. TERMINATION WITHOUT CAUSE:

Either party may terminate this Contract by providing the other party with at least sixty (60) calendar day's prior written notification. When requested by either party, the sixty (60) day notification period begins when the party being notified receives written notification from the notifying party. The party being notified will acknowledge receipt of such written notification from the notifying party within one (1) business day.

B. TERMINATION WITH CAUSE:

This Contract may be terminated, suspended, denied, revoked, or canceled by CMHSP with thirty (30) calendar days prior written notification in the event that CONTRACTOR fails to supply any of the services or any of the records, reports, or accounts required by this Contract within ten (10) calendar days, or other agreed upon deadline after the due date, or if CONTRACTOR violates or fails to fulfill the terms of a corrective action plan submitted to the CMHSP. Such termination shall not relieve either party of any obligations incurred prior to effective date of such termination. The prior notification period may be extended to greater than thirty (30) days only by mutual agreement of the parties.

C. TERMINATION DUE TO INSUFFICIENT FUNDING:

This contract obligation is subject to the availability of funds actually appropriated by the legislature for such purpose and is contingent upon the allocation of such funds made to the CMHSP by the MDHHS. CMHSP reserves the right to terminate this Contract, effective immediately, should sufficient funding no longer be available.

D. TERMINATION EFFECTIVE IMMEDIATELY UPON DELIVERY OF NOTICE:

Notwithstanding Sections A, B, and C above, CMHSP may immediately terminate this Contract, or may terminate any service site or any type of service provided under this Contract, if upon reasonable investigation it concludes that:

1. CONTRACTOR's Board of Directors, Director/CEO, or other officer or employee has engaged in malfeasance;
2. CONTRACTOR loses its State licensing as applicable;
3. CONTRACTOR loses its eligibility to receive federal funds;
4. Funds allocated under this Contract have been improperly used;
5. CONTRACTOR cannot maintain fiscal solvency or files for bankruptcy protection under the U.S. Bankruptcy Code;
6. Program requirements have not been followed;
7. Recipient Rights have been violated; or
8. It is determined by CMHSP or their designee, that the health and safety of one or more consumers is an emergent concern at a service site.
9. CONTRACTOR has violated any provision of Michigan Mental Health Code, the MDHHS rules, federal, state and local laws and ordinances, applicable statutes and Medicaid regulations including, but not limited to, the Michigan Medicaid Provider Manual, and all applicable policies established by CMHSP.

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E. PAYMENT:

In the event of the termination of this Contract CONTRACTOR will be paid for services provided through the termination date. CMHSP, however, does not waive any claim for damages it may have against CONTRACTOR.

F. ITEMS AND FUNDS TO BE RELEASED UPON TERMINATION:

CONTRACTOR shall surrender to CMHSP immediately upon termination of this Contract, or termination of any service site or any type of service provided under this Contract, copies of any CMHSP consumer records, any medications prescribed to and owned by consumers, all consumer personal property including personal funds (unless the CONTRACTOR is consumer's payee), all equipment and furniture purchased with CMHSP funds, and all CMHSP funds held by CONTRACTOR not obligated in the performance of this Contract.

G. MEDICAID AND OTHER CLAIMS:

In the event this Contract has been terminated, the parties shall cooperate and shall supply each other with any and all information necessary for the reimbursement of outstanding Medicaid claims or private third party insurer claims arising out of services provided under this Contract and billed to Medicaid or a private insurer. Medicaid service documentation retention requirements can be found in Article XXVI: Conflict of Interest and Access to Information.

H. CONTRACT TERMINATION TRANSITION PLAN:

In event that this Contract, or any service site or any type of service provided under this Contract, has been terminated and a new service provider has been selected, CMHSP and CONTRACTOR shall coordinate a transition plan. This plan shall take into account the following factors: minimal disruption to the continuity of service for consumers, the timeframe in which the new service provider plans to assume contractual obligations, procurement of any required license and/or certification by the new service provider, and, to the extent possible, minimal disruption to the operations of CONTRACTOR.

ARTICLE VI SERVICE SITE / CONSUMER SERVICE REFERRAL REJECTION / TERMINATION

A. SERVICE REFERRAL REJECTION

CONTRACTOR shall have the right to reject a referral for services made by the CMHSP.

B. SERVICE REFERRAL REJECTION NOTIFICATION REQUIREMENT

CONTRACTOR may be required to submit documented reasons for rejection of a referral within five (5) business days of such a rejection.

C. SERVICE SITE / CONSUMER SERVICE TERMINATION

CONTRACTOR shall have the right to terminate existing services after consultation with CMHSP's designated representative, the consumer(s) in question and the consumer's legal representative, if

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applicable. CONTRACTOR must clearly demonstrate that the existing services are unable to meet the consumer's needs, and/or is incompatible with previously agreed upon criteria for services. CONTRACTOR must demonstrate that a good faith effort to meet the consumer's needs and to implement the consumer's IPOS has been made.

D. SERVICE SITE / CONSUMER SERVICE TERMINATION NOTIFICATION REQUIREMENT:

CONTRACTOR may terminate services for a specific service site, individual consumer or group of consumers by providing the CMHSP with at least thirty (30) calendar day's prior written notification. The thirty (30) day notification period begins when the CMHSP receives written notification from the CONTRACTOR. The CMHSP will acknowledge receipt of such written notification from the CONTRACTOR within one (1) business day.

In the event that CONTRACTOR is terminating existing services, CONTRACTOR acknowledges that it is aware of the consumer's right to appeal a reduction or termination of services in accordance with the Consumer Grievance and Appeals policy,. If a Medicaid consumer files an appeal within ten (10) days of receiving notice of the reduction/termination of services, CONTRACTOR may be required to continue providing services until a final decision on the appeal is reached. If a Non-Medicaid consumer files an appeal within thirty (30) days of receiving notice of the reduction/termination of services, CONTRACTOR may be required to continue providing services until a final decision on the appeal is reached.

ARTICLE VII ASSURANCES

A. FEDERAL DEBARMENT AND SUSPENSION:

Assurance is hereby given to the CMHSP that CONTRACTOR will comply with Federal regulation 45 CFR Part 76. CONTRACTOR certifies to the best of its knowledge and belief that CONTRACTOR, including its employees and any subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above and;
4. Have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.
5. **Monthly Verification of Exclusion Status:** The parties acknowledge that this information may be verified through: (1) Michigan Department of Consumer & Industry Services to ensure that the party is not suspended from participation in Michigan Medicaid and/or Medicare and that it is not listed with Michigan Department of Consumer & Industry Services for Unfair Labor Practices; and/or (2) www.sam.gov the U.S. Health and Human Services "excluded parties list." CONTRACTOR shall verify these assurances on a monthly basis during the term of this contract.
6. CONTRACTOR shall provide the CMHSP all federally required identifying information for the CONTRACTOR entity itself, and individuals with ownership or control interests (direct or indirect

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ownership of five (5%) percent or more, or a managing employee of the CONTRACTOR to the CMHSP upon written request from the CMHSP. The CONTRACTOR must notify the CMHSP of any changes in ownership, control or managing employee status within 35 days.

B. CRIMINAL CONVICTIONS:

CONTRACTOR must follow all 42 CFR Part §455.104-106 requirements during the term of this Contract. The CONTRACTOR must provide to the CMHSP the identity of any person who: (1.) Has ownership or a control interest in the CONTRACTOR, or is an agent or managing employee of the CONTRACTOR; and (2.) Has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or the Title XX services program since the inception of those programs.

CONTRACTOR must promptly notify the CMHSP if any individual with beneficial ownership of five percent or more, or control interest of the CONTRACTOR, has been convicted of a criminal offense described under sections 1128(a) and 1128(b)(1), (2), or (3) of the Act, or that have had civil money penalties or assessments imposed under section 1128A of the Act. (42 CFR 1001.1001(a)(1)). The CMHSP will immediately notify the CMHPSM and the State of Michigan of any such disclosures by the CONTRACTOR.

C. POLICY COMPLIANCE:

CONTRACTOR will follow all requirements outlined in the CMHPSM Debarment, Suspension and Exclusion Regional Policy.

ARTICLE VIII CONTRACT REMEDIES AND SANCTIONS

CMHSP will utilize a variety of means to ensure compliance with contract requirements. CMHSP will pursue remedial actions and possibly sanctions as needed to resolve outstanding contract violations and performance concerns.

CMHSP may utilize any or all of the following actions, or other such action at its discretion, as it deems appropriate to address the contract violation/noncompliance:

- Issue notice of contract violation and conditions to CONTRACTOR with copies to CONTRACTOR's Board of Directors, if applicable.
- Require a Corrective Action Plan and specified status reports that become a contract performance objective.
- Place CONTRACTOR on provisional contract status until a Corrective Action Plan is accepted by CMHSP and CONTRACTOR is able to successfully demonstrate its compliance. Provisional status is a means of sanctioning CONTRACTOR and may result in the temporary suspension of referrals, the removal of consumers currently served by CONTRACTOR, or other sanctions up to termination of this Contract.
- The CMHSP reserves the right to withhold payment until full compliance is achieved.

If the above mentioned actions are not successful in achieving full compliance, CMHSP reserves the right to initiate contract termination according to the Termination Article of this Contract.

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The implementation of any of these actions does not require a contract amendment; the sanction notice to CONTRACTOR is sufficient authority according to this provision. The use of remedies and sanctions will typically follow a progressive approach, but CMHSP reserves the right to deviate from the progression as needed to seek correction of serious or repeated breaches, or patterns of substantial non-compliance or performance problems.

The following are examples of compliance or performance problems for which remedial actions, including sanctions, can be applied to address repeated or substantial breaches, or a pattern of non-compliance or substantial performance problems. This listing is not meant to be exhaustive, but only representative.

- Reporting timeliness, quality and accuracy.
- Performance Indicator standards.
- Repeated site review non-compliance (repeated failure on the same item).
- Failure to complete or achieve contractual performance objectives.
- Repeated failure to honor appeals/grievance assurances.
- Substantial or repeated health and/or safety violations.
- Substantial inappropriate denial of services or requests for service required under this Contract, or substantial services not corresponding to condition. Substantial can mean a pattern, large volume or small volume, but with a severe impact.
- Inappropriate or inconclusive documentation of services for which a claim has been submitted.

ARTICLE IX DISPUTE RESOLUTION

CONTRACTOR's representative and the CMHSP Contract Representative shall attempt to resolve all contract compliance issues, reimbursement rate matters, grievances, or language interpretation matters. If resolution is not reached the CONTRACTOR may request Dispute Resolution. CONTRACTOR shall submit written notification requesting the engagement of the dispute resolution process. In this written request, the CONTRACTOR shall identify the nature of the dispute, submit any documentation regarding the dispute, and state a proposed resolution to the dispute. The CMHSP shall convene a dispute resolution meeting within thirty (30) calendar days of receipt of the CONTRACTOR's request. The final decision of the dispute resolution shall be made by CMHSP and communicated to CONTRACTOR in writing within five (5) calendar days of the dispute resolution meeting.

ARTICLE X RECIPIENT RIGHTS

Consumers served under this Contract are guaranteed certain rights and protections set forth in the Mental Health Code and/or Administrative Rules. CONTRACTOR acknowledges its responsibilities related to recipient rights, as set forth in Attachment A, and accepts those responsibilities.

In addition, CONTRACTOR shall comply with CMHSP grievance and appeal mechanisms, which allow consumers/applicants to pursue resolution of complaints related to services and supports managed and/or delivered by CMHSP. Specifics of these mechanisms (second opinions, grievances, disputes,

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Medicaid and MDHHS fair hearings) are set forth in the Consumer Appeals Policy and the Customer Services Policy, located on the CMHPSM website (www.cmhpsm.org).

ARTICLE XI CONFIDENTIALITY / HIPAA

A. CONFIDENTIALITY:

CONTRACTOR shall remain in compliance with all applicable laws, rules, and regulations related to the confidentiality of consumer information. This includes, but is not limited to, the Michigan Mental Health Code, MDHHS Administrative Rules, 42 CFR Part 2 (as appropriate), and all aspects of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), The Health Information Technology for Economic and Clinical Health Act of the ARRA (HITECH), and the Administrative Simplification section, Title II, Subtitle F, regarding standards for privacy and security of protected health information (PHI) as outlined in the Act.

B. CONTRACTOR REQUIREMENTS RELATED TO HIPAA:

The CONTRACTOR shall implement all administrative, physical, and technical safeguards necessary to reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI received from, or created or received by CONTRACTOR on behalf of, CMHSP in accordance with CMHSP policies and applicable state and federal laws. These safeguards apply to PHI in any form or medium.

C. CONFIDENTIALITY REQUIREMENTS RELATED TO ELECTRONIC HEALTH RECORD (EHR):

CONTRACTOR shall ensure that staff access EHR on a "need to know" basis only. Each EHR user of the CONTRACTOR must register with CMHSP and must access the system using only his or her individual login information, which shall be held confidential. An individual EHR login may not be shared by multiple staff persons. The CONTRACTOR shall participate in auditing / monitoring activities related to meeting these requirements. CONTRACTOR shall follow all confidentiality requirements related to the EHR, including those found within the CMHPSM Confidentiality & Access to Consumer Records policy found on the CMHPSM website.

ARTICLE XII SCOPE OF SERVICES

CONTRACTOR's Scope of Services under this Contract are set forth in Attachment B. When providing services under this Contract, CONTRACTOR's staff shall comply with all applicable provisions and requirements in the Michigan Mental Health Code, the MDHHS rules, federal, state and local laws and local ordinances, applicable statutes and Medicaid regulations including, but not limited to, the current Michigan Medicaid Provider Manual, and all applicable policies established by CMHSP and the CMHPSM/PIHP.

A. SCOPE OF PRACTICE:

The CONTRACTOR shall provide services only within the scope of practice established by his/her professional license/registration. CONTRACTOR agrees to notify CMHSP if ever asked to perform duties

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that CONTRACTOR does not feel competent to perform. The parties will then work cooperatively on a plan to address CONTRACTOR's concerns.

B. INDIVIDUAL PLAN OF SERVICE (IPOS):

CONTRACTOR agrees to deliver services in accordance with each consumer's Individual Plan of Service (IPOS) as authorized for each consumer by CMHSP or its agent.

C. ACHIEVEMENT OF CONSUMER'S GOALS AND OBJECTIVES:

CONTRACTOR agrees to make a good faith effort to facilitate a consumer's achievement of the goals and objectives defined in his/her IPOS. CONTRACTOR will use the methodologies identified in the IPOS developed and approved by CMHSP or its agent.

D. COORDINATION OF CARE:

CONTRACTOR staff shall communicate with the CMHSP in a timely manner when CONTRACTOR staff become aware of significant changes in the consumer's mental health status, physical health status, or financial status.

E. ACCEPTANCE OF REFERRALS:

CONTRACTOR agrees to accept referrals made by the CMHSP or its agent unless CONTRACTOR can provide an appropriate reason why such acceptance is not possible or would be detrimental to a consumer. Substantial inappropriate refusal of referrals or termination of consumers will be a breach of this Contract and may result in action by CMHSP, including but not limited to removal from the CMHPSM panel of providers. "Substantial" can be a pattern, large volume or small volume, that has a severe impact.

F. DOCUMENTATION:

CONTRACTOR shall comply with CMHSP documentation standards.

G. WORK SCHEDULE:

CONTRACTOR will provide services at a time and location that meets the needs of the consumers served under this Contract. Failure to do so may be cause for contract termination.

H. CONTRACTOR / CONSUMER COMMUNICATION:

CONTRACTOR may freely communicate with consumers, including advocating on behalf of a consumer in any grievance or utilization management procedure, or discussing treatment options with a consumer that may not reflect CMHSP's position or be paid for by CMHSP. Furthermore, CONTRACTOR may at any time advise or advocate on behalf of a consumer for the consumer's health status, medical care, or treatment options including medication treatment options; for any information the consumer needs to decide among treatment options; for the risks, benefits, and consequences of treatment versus non-treatment; or for the consumer's right to participate in decisions regarding his or her health care, including the right to refuse treatment or express preferences about treatment.

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ARTICLE XIII ACCESS TO CARE

A. CONSUMERS WITH LIMITED ENGLISH PROFICIENCY:

CONTRACTOR shall provide consumers with Limited English Proficiency language assistance as described in the Office of Civil Rights Policy Guidance on Title VI, "Language Assistance to Persons with Limited English Proficiency" and in accordance with CMHPSM Culturally and Linguistically Relevant policy.

B. TIMELY ACCESS TO CARE AND SERVICE DELIVERY (MENTAL HEALTH):

CONTRACTOR shall ensure that access to care and service delivery is timely. When CONTRACTOR is providing the first contact after a face-to-face mental health assessment, "timely" is defined as: the consumer begins services within fourteen (14) calendar days of a non-emergency assessment with a professional. When the CONTRACTOR is providing the first follow-up contact after discharge from a psychiatric inpatient unit, the contact must be provided within seven (7) calendar days of the discharge date.

C. EQUAL HOURS OF OPERATION:

CONTRACTOR will ensure that its hours of operation offered to Medicaid consumers under this Contract are no less than those offered to individuals with commercial insurance or Medicaid fee-for-service insurance. Furthermore, CONTRACTOR shall not segregate Medicaid consumers in any way from others receiving services from CONTRACTOR.

ARTICLE XIV SUBCONTRACTING

CONTRACTOR will provide services as outlined in Attachment B, Scope of Services, and will not subcontract or delegate the services without prior written approval from CMHSP. If the CMHSP grants written permission to subcontract, the CONTRACTOR shall ensure that for any CMHSP authorized subcontracted service, activity, or product:

1. A formal subcontract document is executed by all affected parties, after this contract has been executed and prior to the initiation of new subcontract activity. Exceptions may be requested in writing for continuation programs; however, those exceptions are subject to CMHSP's prior written approval.
2. Any subcontract between CONTRACTOR and a subcontractor funded by this contract shall require the subcontractor to comply with all terms and conditions contained herein.
3. CONTRACTOR assumes all responsibility for work performed under the subcontract, including appropriate compliance with all terms and conditions of this contract. CONTRACTOR shall maintain records to demonstrate compliance by the subcontractor with all terms of this Contract.

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4. If CONTRACTOR is paid under a performance reimbursement contract or fixed cost rate reimbursement contract, the subcontractor's budget must include all funding sources and expenditures by category.
5. Copies of each subcontract shall be available for review by authorized CMHSP or MDHHS representatives. Upon request of CMHSP or MDHHS, CONTRACTOR shall forward copies of requested subcontracts for review. CMHSP will withhold funding for any subcontract work not covered by appropriate, properly executed subcontracts.
6. A licensed independent practitioner will not under any circumstances subcontract or assign the services to be provided under this Contract.

ARTICLE XV COMPENSATION

A. CONTINGENT UPON FUNDING:

This contract obligation is subject to the availability of funds actually appropriated by the legislature for such purpose, contingent upon the allocation of such funds made to the CMHSP by the MDHHS, as well as the continued acceptable performance by CONTRACTOR in its provision of services under this contract. CMHSP reserves the right for its Board to annually authorize the use of these funds. If an insufficient funding allocation results in the termination of this Contract, such termination will be in accordance with the Termination article herein.

B. AUTHORIZED SERVICES:

Services provided by the CONTRACTOR under this Contract shall be pre-authorized by the CMHSP. Only those services that are included in the consumer's individual plan of service will be considered for authorization, although completion of the individual plan of service does not guarantee authorization. Authorized services are specific to each individual consumer. CONTRACTOR shall receive notification of authorized services before commencing services. Claims must be submitted in accordance with the services authorized.

C. COORDINATION OF BENEFITS:

CONTRACTOR shall collect from all available third party revenue sources for services performed. When third party insurance is available, CONTRACTOR must bill that insurance first; the amount billed shall be noted on the claim submitted to CMHSP. If the amount that is collected after the claim is submitted to CMHSP differs from the amount reported on the original claim, a revised claim shall be submitted duly noted as a "corrected claim adjusting COB amount".

D. PAYOR OF LAST RESORT:

CONTRACTOR shall initiate application for, charge, bill, and diligently seek to collect all third party reimbursements from medical insurers and government agencies for any services rendered by CONTRACTOR under this Contract to CMHSP consumers for whom such reimbursement may be available. This includes, but is not limited to, public and private insurance plans, Medicare, and other health plans. CONTRACTOR shall fulfill recertification requirements for CMHSP consumers with

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insurances that require the same. **CONTRACTOR acknowledges that CMHSP is the payer of last resort.**

CONTRACTOR shall not be reimbursed or otherwise compensated by CMHSP for any loss of reimbursement resulting directly from CONTRACTOR error(s) of omission or commission, including CONTRACTOR's failure to bill for eligible services. CMHSP payments to CONTRACTOR shall be contingent upon receipt of accurate billings, which indicate the CMHSP consumer was served and the services were provided.

CONTRACTOR or its subcontractors shall not seek to collect any service fee payments from or impose any financial penalties on CMHSP consumers, legal guardians, parents, or relatives for services provided under this contract unless authorized to do so by CMHSP in accordance with the CMHPSM Ability to Pay policy or allowed to do so by the consumer's third-party insurance. CONTRACTOR or its subcontractors shall not require any recipient pay amount, or other cost-sharing arrangement, service charge, or additional supplemental payments when a consumer is insured by Medicaid.

CONTRACTOR agrees to assist the consumer and CMHSP, according to the Consumer's individual plan of service, in securing entitlements in a timely fashion including, but not limited to, Supplemental Security Income (SSI), cash assistance, food stamps, Medicaid, and Medicare. Such assistance may include transportation of consumers to the Michigan Department of Health and Human Services and Social Security offices, as well as hands-on assistance in the application process.

E. RATES:

CPT codes and rates to be paid under this Contract are set forth in Attachment C. Rates paid under this Contract may be amended, by an amendment signed by both parties, depending on the availability of funding to CMHSP due to changes in legislative appropriations, executive orders, state or local funding sources, or to changes in benefits or entitlements to consumers. Rates may also be adjusted should a significant change occur in the services to be provided. If CONTRACTOR is to be paid under a fixed unit rate reimbursement, that rate is based upon a specific amount for each output actually delivered and reported. Once established, the rate is considered fixed and should not be adjusted throughout the contract period unless there is a material variance between the fixed unit rate of reimbursement and the actual operating costs. Materiality determinations are based upon fiscal professional judgment and are made by CMHSP.

F. CLAIMS SUBMISSION:

The CMHSP prefers that all claims be submitted by direct entry into the CMHPSM electronic health record (EHR). Exceptions will be granted with prior approval from CMHSP. Claims submitted electronically through the EHR are not considered received until the CONTRACTOR has completed step two, "Submit Claims to CMH". Exceptions to EHR direct entry submission will be granted with prior approval from CMHSP. Claims, if approved under this exception, shall be submitted on HIPAA compliant format: HCFA 1500 / UB- 92 HCFA 1450 (paper claims submission) or 837 professional/Institutional (electronic claims submission).

G. CLAIM SUBMISSION TIMELINESS:

CONTRACTOR will submit all claims within sixty (60) days from the date of service. In cases where the CMHSP is secondary payer, claims shall be submitted within 90 days from the date of service including documentation of primary payer's reimbursement (see Coordination of Benefits section above).

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H. CLAIMS PAYMENT/DENIAL/APPEAL:

CONTRACTOR and CMHSP agree to follow the processes outlined within the CMHPSM Claims Payment and Appeal Policy. Payments shall be made for each authorized service at the rate authorized by the CMHSP. If the service has not been authorized, the claim will be denied. Claims submitted outside the time limits, in the Claims Submission Timeliness section above, may be denied. Claims that have incomplete or incorrect information may be pended and returned or denied by the CMHSP.

I. CLAIMS SUPPORTING DOCUMENTATION:

CONTRACTOR must maintain documentation supporting claims in a format that provides evidence that service was provided as billed and, if applicable, as indicated in the consumer's individual plan of service. CMHSP may review supporting documentation in its determination of appropriateness of claims.

J. EXCEPTION REQUESTS:

Any supplemental funding request ("exception request") shall follow the CMHSP's established procedures, including the CONTRACTOR's provision of written justification and supporting documentation. If CONTRACTOR's exception request is approved by CMHSP, this Contract may be amended accordingly. With the exception of funding for additional staffing requests, CONTRACTOR shall record any CMHSP payment of an exception request separately from CONTRACTOR's budget and shall not use such payment in computing administrative costs. Exception requests to fund additional staffing must go through the person-centered planning process, IPOS, and authorization process.

K. FISCAL AND PROGRAM STATUS AND FINANCIAL SOLVENCY:

CONTRACTOR shall supply fiscal and program status information to CMHSP upon CMHSP's reasonable request of such information. CMHSP may request proof of financial solvency prior to the commencement of services hereunder. If at any time during the term of this Contract there is a change in CONTRACTOR's financial position material to CONTRACTOR's solvency and its continuing in operation is an ongoing concern, CONTRACTOR shall provide immediate written notice to CMHSP.

L. RETURN OF UNUSED OR INAPPROPRIATELY USED FUNDS:

If at any time it is determined after compensation has been made by CMHSP to CONTRACTOR, that charges for any portion of a service have been collected from a primary funding source, or that funds paid were not fully used for services authorized by CMHSP or were inappropriately used, CONTRACTOR shall refund to CMHSP an amount equal to the sum paid by CMHSP's consumer or other source, or an amount equal to the sum of unused or inappropriately used funds and any associated fines, penalties, and fees.

M. DISALLOWED EXPENDITURES:

Payments and/or services authorized by this contract that are contrary to federal, state and/or the MDHHS contract governing this contract, then the federal, state and/or the MDHHS contract shall take precedence over this contract and will require that expenditures are made within compliance of such laws and/or MDHHS contract. If a Contractor has been paid inappropriately pursuant to this contract for Medicaid or non-Medicaid service claims and/or cost claims which are later disallowed, CONTRACTOR shall fully repay CMHSP for such disallowed payments, fines, penalties, and fees within sixty (60) days

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of CONTRACTOR's final disposition notification of the disallowances. At its discretion, CMHSP may authorize, in writing, additional time for repayment.

N. EXTENSION OF CLAUSE:

CONTRACTOR and CMHSP agree that any contract between them and any other organization which CONTRACTOR or CMHSP is to a significant extent associated or affiliated with, owns or is owned by, or has control over or is controlled by, and which performs services on behalf of CONTRACTOR or CMHSP will contain a clause requiring that organization to similarly make its books, documents, and records available to the requesting parties.

ARTICLE XVI CONTINGENT FEES

CONTRACTOR promises that it has not employed or retained any company or person, other than bona fide employees working solely for CONTRACTOR, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon, or resulting from, the award or making of this Contract. For breach of this promise, CMHSP may cancel this Contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due CONTRACTOR.

ARTICLE XVII REPORTING

A. REPORTING TO DIRECTOR/CEO/DESIGNEE:

CONTRACTOR shall report to the designee of CMHSP and shall cooperate and confer with him/her as necessary to ensure satisfactory work progress. When applicable, CONTRACTOR shall submit a final written report to the CMHSP Director/CEO/Designee. All documents submitted by CONTRACTOR must be dated and bear CONTRACTOR's name.

B. REVIEW AND APPROVAL OF REPORTS:

All reports made in connection with services provided under this Contract are subject to review and final approval by the CMHSP's Director/CEO/Designee.

C. FAILURE TO REPORT:

Failure of CONTRACTOR to submit any or all information related to requirements found in this contract, or state or federal requirements may result in withholding or non-payment of any or all of the compensation due the CONTRACTOR, and is cause for termination of this Contract. CMHSP will provide CONTRACTOR with thirty (30) days to cure such breach prior to imposing sanctions or terminating the contract.

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D. REPORTING REQUIREMENTS AND TIMELINES:

All reporting requirements must be met by identified timelines. The CMHSP reserves the right to require additional reporting if the CONTRACTOR has been placed on a Corrective Action Plan or provisional status.

E. STATE AND/OR FEDERAL INSPECTIONS:

The state Michigan Department of Health and Human Services or Federal agencies may evaluate, through inspection or other means, the performance, appropriateness, and timelines of any services provided under this Contract and funded with Medicaid funds.

F. INCIDENT REPORTS:

The Incident Report (IR) form shall either be completed on paper and scanned directly into the CMHPSM EHR by CONTRACTOR or entered electronically directly into CMHPSM EHR. CONTRACTOR shall submit all incident reports in compliance with the requirements set forth in the CMHPSM Incident Reporting Policy. Incident reporting is not a substitution for Recipient Rights reporting.

ARTICLE XVIII FINANCIAL AUDIT

A. ANNUAL INDEPENDENT FINANCIAL AUDIT:

Unless an "Annual Audit Waiver" is granted by CMHSP, CONTRACTOR shall obtain within ninety (90) days of the close of its fiscal year, an annual financial audit that includes, but is not limited to, the following areas of compliance:

- Generally accepted accounting principles.
- Fiscal solvency illustrated in CONTRACTOR's balance sheet and income statement.
- Adherence to the terms of this Contract including documentation of claims submitted to CMHSP.
- Applicable federal and state laws and MDHHS Guidelines relative to this Contract.

The Financial Audit must include a list of revenues and expenses by funder. One copy of the Audit must be submitted to the CMHSP. Failure to submit this audit may result in the imposition of a financial penalty.

B. CORRECTIVE ACTION:

Any audit finding shall be addressed in a corrective action plan. A plan of corrective action shall be submitted to CMHSP within thirty (30) days of the issuance of the audit. CONTRACTOR shall submit status reports and/or finished products as required under the plan of correction. The corrective action shall be completed no later than six (6) months after the date of the audit.

C. ANNUAL PROGRAM AUDIT:

CONTRACTOR may be required to provide an annual program audit relating to contracted services, which shall include, but is not limited to, the following areas of compliance:

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- Generally accepted accounting principles.
- Adherence to the terms of this Contract including accuracy of expenses and revenue reported.
- Applicable federal, state, and local laws, local ordinances, codes, rules, and regulations.

If required, the annual program audit must be submitted to CMHSP within ninety (90) days of the close of CONTRACTOR's fiscal year or the termination of this Contract, whichever occurs first. Failure to provide this audit may result in the imposition of a financial penalty.

D. ANNUAL AUDIT WAIVER:

If requesting a waiver of the annual audit requirement in Section A, CONTRACTOR must follow the CMHPSM regional Financial Audits of Contractors CMHPSM policy. CONTRACTOR may request the annual audit requirement be waived if one or more of the following conditions are met:

- CONTRACTOR provides services to six (6) or less CMHSP consumers annually.
- CONTRACTOR receives \$50,000.00 or less annually from the CMHSP to provide services to consumers.
- CONTRACTOR employs fifteen (15) or less employees or full-time equivalents (FTE).

CONTRACTOR may also request a special exemption based upon a condition which is not listed above. Meeting one or more of the conditions outlined above does not guarantee a waiver will be granted. The final authority to grant the audit waiver lies with CMHSP, any waivers approved by the CMHSP expire after one (1) year. CONTRACTOR must renew waivers annually using the CMHSP approved form.

E. FINANCIAL COMPILATION:

The CONTRACTOR will be required to provide an annual financial compilation prepared by an external auditor or firm in lieu of an annual financial audit or annual program audit if an Audit Waiver has been approved. The CMHSP also reserves the right to request copies of CONTRACTOR's 990's.

When the annual financial compilation is required, it must be submitted to CMHSP within one hundred twenty (120) days of the close of CONTRACTOR's fiscal year or the termination of this Contract, whichever occurs first. Failure to provide this compilation may result in the imposition of a financial penalty.

F. RIGHT TO AUDIT AT TERMINATION:

The parties acknowledge that CMHSP reserves the right to conduct a financial audit of CONTRACTOR, or to request an external audit be conducted, if this Contract is terminated for any reason prior to the end date noted in the Term article.

ARTICLE XIX ACCREDITATION

If CONTRACTOR is an organization providing mental health specialty support services to six (6) or more individuals under this Contract, CONTRACTOR shall maintain accreditation from one of the following:

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The Joint Commission (TJC), Commission on Accreditation of Rehabilitation Facilities (CARF), Council on Accreditation (COA), the National Council on Quality Assurance (NCQA), Community Health Accreditation Partner (CHAP), Behavioral Health Center of Excellence (BHCOE) or any other accrediting body approved by the CMHSP in writing.

If CONTRACTOR has received accreditation from an approved outside accreditation body, written proof of this accreditation shall be submitted to the CMHSP. Written proof of accreditation must be submitted to CMHSP prior to commencement of services under this contract. CONTRACTOR will notify the CMHSP of any change in accreditation status immediately in writing.

The accreditation requirement may be waived by the CMHSP, if CONTRACTOR or CMHSP's request for a waiver is approved by the regional Network Management Committee in accordance with CMHPSM's Organizational Credentialing/Recredentialing and Monitoring policy.

ARTICLE XX PERFORMANCE IMPROVEMENT / QUALITY IMPROVEMENT

The CONTRACTOR shall comply with the following and develop, implement, and monitor a Continuous Performance Improvement Program that is conducted in accordance with the CMHSP's Performance Improvement Program by:

1. Implementing performance outcome objectives that are consistent with the Community Mental Health Partnership of Southeast Michigan's (CMHPSM) Vision Statement, Mission and Values, and Strategic Plan; and
2. Participating as needed in CMHSP's Performance Improvement projects and activities such as submitting the Consumer Satisfaction Survey annually.
3. Submitting the data on the indicator below to CMHSP by the listed due date.

<i>Area to be reported</i>	<i>Reporting Requirements</i>	<i>Information Source</i>	<i>Frequency</i>
Initial Recipient Rights Training	Report new staff's date of hire and date of initial Recipient Rights Training	Contract – Attachment D, "Provider Staff Training Requirements" Employee records	Annually – Due Oct. 10 th

ARTICLE XXI INDEPENDENT CONTRACTOR

CONTRACTOR and the CMHSP shall, at all times, be deemed to be independent contractors and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint

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venture or other business organization. CONTRACTOR shall hold no authority, express or implied, to commit, obligate or make representations on behalf of CMHSP and shall make no representation to others to the contrary.

Nothing herein is intended nor shall be construed for any purpose as creating the relationship of employer and employee or agent and principal between the parties. Except as otherwise specified in this Contract, CONTRACTOR retains the sole right and obligation to direct, control or supervise the details and means by which the services under this Contract are provided.

CONTRACTOR shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of the CMHSP's employees. CONTRACTOR shall be solely responsible for payment of all taxes arising out of the CONTRACTOR's activities in connection with this Contract, including, without limitation, federal and state income taxes, social security taxes, unemployment insurance taxes and any other tax or business license fees as required. The CMHSP shall not be responsible for withholding any income or employment taxes whatsoever on behalf of the CONTRACTOR.

ARTICLE XXII PERSONNEL

A. SUBCONTRACTED PERSONNEL RECORDS:

If the CONTRACTOR subcontracts for personnel who provide services to CMHSP consumers, those subcontracted staff must meet all staff qualification and training requirements set forth in this contract. Clear and easily accessible personnel records for all staff, including subcontracted staff that provides services to CMHSP consumers, must be maintained by CONTRACTOR. CONTRACTOR shall have a copy of said personnel records easily accessible and available for review by CMHSP on-site at CONTRACTOR's office during normal business hours upon request.

B. HIRING OTHER PARTY'S EMPLOYEES:

Neither party shall hire an employee of the other party without first supplying the other party prior written notification that the employee will be employed concurrently with both parties.

C. SUFFICIENT STAFFING LEVELS AND RECORDS:

CONTRACTOR shall maintain a sufficient level of staffing in accordance with the level of care required by IPOS for consumers served under this Contract, and further shall maintain timekeeping records to sufficiently document all staffing hours. Upon request, the CONTRACTOR shall submit staffing levels and records to CMHSP.

D. CONSUMER CHOICE OF STAFF:

Consumers shall be given an opportunity to express a preference in the assignment of CONTRACTOR's staff to serve the consumer, within the limits of available staff in the CONTRACTOR's program. Additionally, CONTRACTOR shall make every attempt to assure the removal or reassignment of any personnel who fail to meet the consumer's preferences in delivering services hereunder. A consumer's choice and preferences shall always be considered, if not always granted.

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E. SOLE EMPLOYER:

The CONTRACTOR agrees and intends that it, rather than CMHSP, is the sole employer of any staff paid by it to perform the services required by this Contract.

F. STAFF COMPLIANCE WITH REGULATORY REQUIREMENTS:

The CONTRACTOR shall comply with the requirements of all applicable regulatory bodies with respect to staffing patterns, transportation, and staff qualifications. CONTRACTOR shall ensure that all employees providing services meet the MDHHS minimum qualifications and training requirements for that service provision.

G. HUMAN RESOURCES POLICIES AND PROCEDURES:

If CONTRACTOR has employees, it shall develop and maintain Human Resources policies and procedures which address at a minimum the following areas:

1. Job descriptions, including qualifications, for all staff including Executive Director/ CEO.
2. CONTRACTOR's process for ongoing assessment of clinical responsibilities for all staff according to the CONTRACTOR's accrediting body..
3. Procedures for conducting criminal background checks on all employees:
 - a. Criminal background checks must be conducted prior to employee hire.
 - b. Criminal background checks must be completed at least annually.
 - c. Acceptable criminal background check sources include: Michigan Workforce, ICHAT or Finger Print Based Criminal Background Checks (FCBCs) or other criminal background check sources approved by the CMHSP.
4. Procedures for conducting CMHSP Recipient Rights history check on applicants for mental health direct service staff positions.
5. Procedures for hiring and termination, including disciplinary procedures and pre-employment inquiries, for all positions, including the Executive Director/CEO.
6. Pay schedules, including provisions for overtime pay and payroll dates.
7. A list of fringe benefits such as vacation, sick time, health insurance, workers disability compensation insurance, retirement, unemployment insurance, paid holidays, paid and unpaid leaves of absence, and travel reimbursement.
8. At least an annual written work evaluation in the personnel record of each employee, including an annual assessment of the Executive Director/CEO by the Board.
9. Training policies, including requirements, time frames, and standards for employees to function independently. Such policies must meet and must not conflict with the standards set forth in Attachment D of this Contract.
10. Requirements for staff involved in operating motor vehicles that transport consumers.
11. Table of Organization with lines of responsibility and authority, including designation of continuous provision of access to an individual with designated authority to act on behalf of CONTRACTOR.
12. Requirements for staff involved in handling of consumer funds.

CONTRACTOR shall have a copy of said policies, procedures, and training records easily accessible and available for review by CMHSP on-site at CONTRACTOR's office during normal business hours upon request.

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H. CREDENTIALING AND ASSIGNMENT OF CLINICAL RESPONSIBILITIES:

CONTRACTOR will be credentialed and re-credentialed by the CMHSP in accordance with CMHPSM Organizational Credentialing/Re-Credentialing and Monitoring policy. If CONTRACTOR is an organization that employs staff, CONTRACTOR shall ensure that its staff providing services to consumers meet the CMHSP's credentialing and assessment of clinical competency requirements, including re-credentialing (every two years) and reassessment (at least annually) of clinical competencies necessary to perform the services required under this Contract.

I. PAYMENT OF SOCIAL SECURITY AND PAYROLL TAXES:

CONTRACTOR is responsible for all applicable state and federal social security benefits and unemployment taxes and shall indemnify and protect the CMHSP against such liability.

J. PAYROLL TAXES/LIQUIDATING ACCOUNTS PAYABLE:

CONTRACTOR agrees that withholding and payment of all payroll taxes required by federal, state, and local laws shall be kept current. Further, CONTRACTOR agrees that all accrued expenses and accounts payable shall be liquidated by the close of the quarter following the end of the fiscal year with the exception of unemployment insurance, workers' disability compensation insurance, and any sick, vacation, and/or personal time accrued by CONTRACTOR's employees. Expenditures for employment insurance, workers' disability compensation insurance, and self-insured health plans will be based on past experience and treated as a long-term expense accrual.

K. STAFF/LIP TRAINING:

It is the responsibility of CONTRACTOR to ensure that all of its personnel receive all trainings required by MDHHS Licensing and the CMHSP. Required trainings are set forth in Attachment D, which reflects requirements as of the date of this Contract. The CMHPSM website contains the most current training requirements. If CONTRACTOR has questions about required trainings, or needs assistance obtaining training, CONTRACTOR may notify the CMHSP for technical assistance.

L. NON-DISCRIMINATION IN EMPLOYMENT:

CONTRACTOR shall take affirmative action to eliminate discrimination based on race, color, religion, sex, national origin, age, disability, marital status, sexual orientation, gender identity, height, weight, citizenship status, genetic information or any other legally protected status in the hiring of applicants and the treatment of any employees. Affirmative action will include, but not be limited to: employment, upgrading, demotion, transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, including apprenticeship.

M. POSTING WHISTLEBLOWERS PROTECTION ACT POSTER:

If CONTRACTOR employs any staff within the State of Michigan, the CONTRACTOR shall post, in a conspicuous place, a copy of the Whistleblower Protection Act developed as a result of the passage of P.A. 469 of 1980, as amended.

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ARTICLE XXIII CULTURAL COMPETENCE

CONTRACTOR shall demonstrate an ongoing commitment to linguistic and cultural competence that ensures access and meaningful participation for all people in the service area where CONTRACTOR provides supports and services. Such commitment includes acceptance and respect for the cultural values, beliefs, and practices of the community, as well as the ability to apply an understanding of the relationships of language and culture to the delivery of services.

To effectively demonstrate such commitment, it is expected that CONTRACTOR has five components in place:

1. A method of community assessment;
2. Sufficient policy and procedure to reflect CONTRACTOR's value and practice expectations;
3. A method of services assessment and monitoring;
4. Ongoing training to assure that staff are aware of, and able to effectively implement, CONTRACTOR's policy; and
5. The provision of supports and services within the linguistic and cultural context of the consumer.

ARTICLE XXIV INDEMNIFICATION

To the extent permitted by Michigan law, CONTRACTOR shall protect, defend, and indemnify the CMHSP, CMHSP's Board members, officers, agents, volunteers and employees from any and all liabilities, claims, liens, demands, costs, and judgments, including court costs, costs of administrative proceedings, and attorney fees, which arise out of the occupancy, use, service, operations, performance or nonperformance of work, or failure to comply with federal, state or local laws, ordinances, codes, rules and regulations or court or administrative decisions, negligent acts, grossly negligent acts, intentional wrongdoing, or omissions by CONTRACTOR, its officers, employees, agents, representatives or subcontractors in connection with this Contract. CONTRACTOR's responsibilities under this Article shall not be mitigated by nor limited to the insurance coverage obtained by CONTRACTOR pursuant to the requirements in the Insurance Article of this Contract.

Nothing herein shall be construed as a waiver of any public or governmental immunity granted to CMHSP and/or any representative of CMHSP as provided in statute or court decisions.

ARTICLE XXV INSURANCE

CONTRACTOR shall maintain at its expense during the term of this Contract, the following insurance policies:

A. WORKERS' DISABILITY COMPENSATION INSURANCE:

Including Employers Liability Coverage as required by Workers' Disability Compensation Act of 1969, as amended, (1969 PA 317; MCL 418.101 et seq). This insurance is required only if CONTRACTOR is an employer; if the CONTRACTOR is not an employer, CONTRACTOR must provide CMHSP with written assertion of its status as a sole proprietor without employees.

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B. COMMERCIAL GENERAL LIABILITY INSURANCE:

With a combined single limit of \$1,000,000.00 each occurrence for bodily injury and property damage. The policy shall include CMHSP as additional insured with respect to general liability. CONTRACTOR understands that this additionally insures CMHSP's Board members, officers, employees, agents, and volunteers.

C. PROFESSIONAL LIABILITY INSURANCE:

For claims or damages arising out of an error, omission, or negligent act in the performance of professional services with a minimum limit of \$1,000,000.00 per occurrence or per claim. If the Professional Liability is on a per claim basis it shall include a three-year extended reporting period. Professional liability insurance is required only if CONTRACTOR is providing professional services that are to be reimbursed through this Contract. Professional services are identified within the most current version of the MDHHS Michigan PIHP/CMHSP Provider Qualifications Chart.

D. MOTOR VEHICLE LIABILITY INSURANCE:

Michigan coverage must include Michigan No-Fault Coverage with limits of liability of not less than \$1,000,000.00 per occurrence combined single limit Bodily Injury and Property Damage. Coverage from any state outside of Michigan must include a rider that provides coverage at minimum levels required in Michigan and extends coverage to Michigan.

Motor vehicle insurance coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles. The policy shall include CMHSP as additional insured. CONTRACTOR understands that this additionally insures CMHSP's Board members, officers, employees, agents and volunteers.

E. INSURANCE SUBMISSION:

CONTRACTOR shall furnish certificates of insurance evidencing its possession of the required insurance coverage prior to the commencement of services under this Contract to:

Lenawee Community Mental Health Authority
Contracts Coordinator
1040 S. Winter St. Ste 1022
Adrian MI 49221

Insurance policies must be issued by a company licensed and admitted to do business in Michigan or Ohio, as applicable, and who has not less than an A.M. Best Company's Insurance Reports Rating of A- and must be acceptable to the CMHSP. Coverage provided by a company that is approved but non-admitted must be acceptable to the CMHSP and approved by the CMHSP. CONTRACTOR shall provide CMHSP at least thirty (30) days' written notice of any reduction or termination of insurance coverage required hereunder. Insurance policies shall not contain endorsements or policy conditions which reduce

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coverage provided to CMHSP. CONTRACTOR shall be responsible to CMHSP, or any insurance companies insuring CMHSP, for all costs resulting from a financially unsound insurance company selected by CONTRACTOR and their inadequate insurance coverage.

No payments shall be made to CONTRACTOR until the certificates of insurance have been received and approved by the CMHSP. If the insurance, as evidenced by certificates furnished by the CONTRACTOR, expires or is canceled during the term of this Contract, services and related payments shall be suspended until certificates evidencing renewal of coverage are submitted to and approved by CMHSP.

ARTICLE XXVI NON-DISCRIMINATION, AFFIRMATIVE ACTION, AND PROCUREMENT

A. DISCRIMINATION IN EMPLOYMENT PROHIBITED AND AFFIRMATIVE ACTION:

CONTRACTOR, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, ancestry, or a matter directly or indirectly related to employment because of race, color, religion, sex, national origin, age, disability, marital status, sexual orientation, gender identity, height, weight, citizenship status, genetic information or any other legally protected status unrelated to the individual's ability to perform the duties of the particular job or position. CONTRACTOR shall post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees and CONTRACTOR shall include the language of this assurance in all subcontracts for services covered by this Contract. All solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR shall state that CONTRACTOR is an Equal Opportunity Employer.

CONTRACTOR shall adhere to all applicable federal, state and local laws, ordinances, rules, and regulations prohibiting discrimination, including, but not limited to, the following:

1. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
2. The Michigan Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
3. Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.), Section 504 of the Federal Rehabilitation Act of 1973, as amended (20 USC 794), Title IX of the Education Amendment of 1972, as amended (20 USC 1681-1683 and 1685-1686) and the regulations of the U.S. Departmental of Health and Human Services issued there under (45 CFR, Part 80, 84, 86 and 91).
4. The Age Discrimination Act of 1975 (42 USC 6101 et seq.).
5. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 et seq.), as amended, and regulations promulgated thereunder.

B. DISCRIMINATION IN PROCUREMENT PROHIBITED:

If CONTRACTOR maintains a procurement system or solicitation practices, the system/practices must prohibit discrimination against minority, women, and/or handicapped owned business. The CONTRACTOR, by entering into this Contract, gives its assurances to CMHSP that CONTRACTOR shall not discriminate against minority, women, and handicapped owned business when contracting. The CONTRACTOR shall, upon the request of either the CMHSP or MDHHS, be able to demonstrate efforts made to enter into contracts with such businesses.

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C. DISCRIMINATION AGAINST CONSUMERS PROHIBITED:

CONTRACTOR shall not unlawfully discriminate against a consumer of services or an applicant for services as required by the Elliott-Larsen Civil Rights Act, P.A. 453 of 1976, as amended, or MCL 37.2101 et. seq.

D. MINORITY AND BUSINESS VERIFICATION FORM:

CONTRACTOR shall complete and return to the Michigan Department of Civil Rights a Minority and Business Verification form if it is minority-owned or woman-owned business under P.A. 428 of 1980 and not already certified by the Michigan Department of Civil Rights as a bona fide minority-owned or woman-owned business. Link to form can be found at: www.cmhpsm.org.

ARTICLE XXVII CONFLICT OF INTEREST AND ACCESS TO INFORMATION

A. CONFLICT OF INTEREST:

CONTRACTOR promises that it has no interest, which would conflict with the performance of services required by this Contract. CONTRACTOR also promises that, in the performance of this Contract, no officer, agent, employee of the CMHSP, or member of its governing bodies, may participate in any decision relating to this Contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

B. CMHSP ACCESS TO RECORDS AND INFORMATION:

CONTRACTOR understands that CMHSP may seek information about activities of persons described in the following, for any possible conflict of interest. If any such conflict is identified, CMHSP may take action to terminate this Contract. Upon written request, and to the extent permitted by law, CONTRACTOR shall supply CMHSP with the following information:

1. Articles of Incorporation, list of Board members, and Board minutes, if applicable.
2. A written description of CONTRACTOR's internal accounting and administrative control system, which shall: (1) protect against waste, fraud and inefficiency; (2) ensure accuracy and reliability in accounting and operating data; and (3) secure compliance with agency policies. This system shall include clear lines of responsibility, subdivision of duties, and a clear separation of accounting functions from custody or access to assets.
3. A list of all suppliers/subcontractors/lesser of CONTRACTOR in connection with or pertaining to this Contract with which corporate officers, partners and employees, or their spouses, have a financial interest to the best of CONTRACTOR's knowledge.
4. Copies of all current contracts and leases pertinent to this Contract with all suppliers/subcontractors/lesser and copies of all renewals, extensions, and modifications thereto, together with all new contracts and leases pertinent to this Contract as they are entered into and allow copies to be made at CMHSP expense.

Nothing in this section or elsewhere in this Contract shall require CONTRACTOR to waive any privilege CONTRACTOR may have under Michigan law.

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C. STATE AND/OR FEDERAL ACCESS TO RECORDS AND RECORD RETENTION:

CMHSP, the State of Michigan or its representative, and/or any other authorized audit personnel, including any federal agency or its agent, shall be allowed access to all financial records pertaining to CONTRACTOR's activities under this Contract during normal business hours for the purpose of reviewing, copying, and/or auditing. Refusal to allow CMHSP, MDHHS, the State of Michigan or their representatives, and/or other authorized audit personnel, including any federal agency or its agent, access to said records for the above-stated purposes shall constitute a material breach of this Contract, for which CMHSP may exercise any of its remedies available at law or in equity, including but not limited to the immediate termination of this Contract. Financial records and supporting documentation for services must be retained and be available for audit purposes for ten (10) years from their creation date. Staff qualification, training and/or staff credentialing information must be retained for seven (7) years from their creation date. Article XXVII Section C survives the termination of this Contract.

Furthermore, CONTRACTOR agrees that if the Secretary of the United States Department of Health and Human Services, the Controller General of the United States, or their duly authorized representatives, at any time within ten (10) years of completing the services to be provided under this Contract request access to CONTRACTOR's books, documents, and records in accordance with Section 952 of the Omnibus Reconciliation Act of 1980 (42USC Section 1395X (v)(I)(I)) and the regulations adopted pursuant thereto, CONTRACTOR shall provide such access to the requesting parties to the extent required by such statute and the regulations adopted pursuant thereto.

ARTICLE XXVIII COMPLIANCE WITH MDHHS AGREEMENTS

It is expressly understood and agreed by the CONTRACTOR that this Contract is subject to the terms and conditions of the agreement(s) entered into between MDHHS and the CMHSP for general funds, and between the CMHSP as a sub-contractor of the CMHPSM, MDHHS and CMHPSM agreement for Medicaid funding. CONTRACTOR shall comply with all applicable terms and conditions of these MDHHS Agreements. The provisions of this Contract shall take precedence over the MDHHS Agreements unless a conflict exists between this Contract and the provisions of the MDHHS Agreements, in which case the provisions of the MDHHS Agreements shall prevail.

A conflict between this Contract and the MDHHS Agreements, however, shall not be deemed to exist where this Contract: (1) contains additional non-conflicting provisions not set forth in the MDHHS Agreements; (2) restates provisions of the MDHHS Agreements to afford the PIHP the same or substantially the same rights and privileges as the MDHHS; (3) requires CONTRACTOR to perform duties and/or services in less time than that afforded the PIHP in the MDHHS Agreements. The MDHHS Agreements are incorporated by reference into this Contract and made a part hereof. A copy of the MDHHS Agreements shall be provided to the CONTRACTOR upon written request.

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ARTICLE XXIX COMPLIANCE WITH LAWS AND REGULATIONS

A. COMPLIANCE WITH LAWS:

The CONTRACTOR shall provide all services in compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations including but not limited to: (a) the Michigan Mental Health Code and the Public Health Code and the rules and regulations promulgated there under; (b) federal and state Medicaid laws, including the Balanced Budget Act; (c) all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970 (42 USC 7401 et seq.) and Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15) if the amount of this Contract is over \$100,000.00.

If any law or administrative rule or regulation that becomes effective after the date of execution of this Contract substantially changes the nature and conditions of this contract, it shall be binding to the parties, but the parties retain the right to exercise any remedies available to them by law or other provisions of this Contract.

B. ANTI-LOBBYING:

CONTRACTOR shall comply with the Anti-Lobbying Act, Title 31 USC, Section 1352 (added under Section 319 of Public Law 101-121), as revised by the Lobbying Disclosure Act of 1995 (P.L. 104-65) and Section 503 of the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act (Public Law 104-208). CONTRACTOR shall include the language of this assurance in all subcontracts for services covered by this Contract.

C. PRO-CHILDREN ACT OF 1994:

CONTRACTOR shall comply with Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), 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, if the services are funded by Federal programs either directly or through state or local governments, by Federal grant, contract, loan or loan guarantee. The Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Act may result in the imposition of a civil monetary penalty of up to \$1,000.00 for each violation and/or the imposition of an administrative compliance order on the responsible entity. CONTRACTOR shall include this language in any subcontracts which contain provisions for children's services.

CONTRACTOR, in addition to compliance with Public Law 103-227, shall ensure that any service or activity funded in whole or in part through this Contract will be delivered in a smoke-free facility or environment. Smoking shall not be permitted anywhere in the facility, or those parts of the facility under the control of CONTRACTOR. If activities or services are delivered in facilities or areas that are not under the control of CONTRACTOR, (e.g., a mall, restaurant or private work site), the activities or services shall be smoke-free.

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D. HATCH ACT AND INTERGOVERNMENTAL PERSONNEL ACT:

CONTRACTOR shall comply with the Hatch Act (5 USC 1501-1508) and Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Service Reform Act (Public Law 95-454 Section 4728). Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

E. DEFICIT REDUCTION ACT:

CONTRACTOR shall comply with the federal Deficit Reduction Act (DRA) of 2005. CONTRACTOR shall follow all applicable policies and procedures implemented by CMHSP for preventing and detecting Medicaid fraud, abuse, and waste.

ARTICLE XXX DOCUMENTS AND PUBLICATIONS

CONTRACTOR may not copyright documents developed as a result of this Contract unless otherwise provided for in this Contract. . During the performance of services under this Contract, the CONTRACTOR will be responsible for any loss or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this Contract by CONTRACTOR must reference the project sponsorship by CMHSP. Any publication of the information or results must be co-authored by the CMHSP.

When applicable, all of the following standards apply regarding the Publication Rights of CMHSP and the CONTRACTOR;

1. Where the CONTRACTOR exclusively develops books, films, or other such copyrightable materials through activities supported by this contract, the CONTRACTOR may copyright those materials. The materials that the CONTRACTOR copyrights cannot include service recipient information or personal identification data. CONTRACTOR grants the CMHSP a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such materials and authorizes others to reproduce and use such materials.
2. Any materials copyrighted by the CONTRACTOR or modifications bearing acknowledgment of the CMHSP's name must be approved by the CMHSP before reproduction and use of such materials. The CMHSP may modify the material copyrighted by the CONTRACTOR and may combine it with other copyrightable intellectual property to form a derivative work. The CMHSP will own and hold all copyright and other intellectual property rights in any such derivative work, excluding any rights or interest granted in this contract to the CONTRACTOR. If the CONTRACTOR ceases to conduct business for any reason, or ceases to support the copyrightable materials developed under this contract, the CMHSP has the right to convert its licenses into transferable licenses to the extent consistent with any applicable obligations the Contractor has to the PIHP (Community Mental Health Partnership of Southeast Michigan, the Michigan Department of Health and Human Services, the state of Michigan or the federal government.
3. The CONTRACTOR shall give recognition to the CMHSP in any and all publications papers and presentations arising from the program and service contract herein: the CMHSP will do likewise.
4. The CONTRACTOR must notify the CMHSP's contract liaison thirty (30) days before applying to register a copyright with the U.S. Copyright Office. The CONTRACTOR must submit an annual report for all copyrighted materials developed by the CONTRACTOR through activities supported

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by this contract and must submit a final invention statement and certification within 90 days of the end of the contract period.

ARTICLE XXXI MISCELLANEOUS PROVISIONS

A. RELATIONSHIP TO CMHPSM REGIONAL PROVIDER NETWORK:

CONTRACTOR acknowledges membership in the CMHPSM Regional Provider Network and agrees to maintain positive working relationships with other contractors within the CMHPSM provider network to best serve the needs of the consumers of the CMHPSM.

B. PURCHASES OF EQUIPMENT OR FURNISHINGS:

CONTRACTOR shall maintain a list of all equipment or furnishings purchased or leased with funds from CMHSP for the provision of services to consumers under this Contract, if the initial cost or current value of the item is \$5,000.00 or more. All such equipment and furnishings shall remain the property of CMHSP, and its disposition shall remain the sole discretion of CMHSP. Revenue from the sale, trade, or transfer of any such equipment or furnishing shall be retained solely by CMHSP. However, purchases or leases made out of the administrative portion of CONTRACTOR's fee are exempt from this requirement. CMHSP may, at its discretion, directly purchase equipment or furnishings, or directly pay other expenses rather than providing funding for such to CONTRACTOR.

C. CHOICE OF LAW AND VENUE:

This Contract shall be construed according to the laws of the State of Michigan. CMHSP and CONTRACTOR agree that the venue for the bringing of any legal or equitable action under this Contract shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules and any action shall be brought in Lenawee County, Michigan. In the event that any action is brought under this Contract in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Eastern District, and Southern Division.

D. AMENDMENTS:

Modifications, amendments, or waivers of any provision of this Contract may be made only by the written mutual consent of both parties set forth in a written amendment document signed by the authorized representatives of both parties. Service code fee schedules may be added to Attachment C: CPT/HCPCS Codes & Rates with written notice from the CMHSP, and do not require a written amendment document signed by both parties.

E. EXTENT OF CONTRACT:

This Contract and its attachments, the referenced CMHSP policies, and other materials CMHSP is required to provide, contain all the terms and conditions agreed upon by the parties and no other agreements, oral or otherwise, regarding the subject matter of this Contract or any part thereof shall have any validity or bind any of the parties hereto.

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F. WAIVERS:

No failure or delay on the part of either of the parties to this Contract in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege. In no event shall the making by CMHSP of any payment due to CONTRACTOR constitute or be construed as a waiver by CMHSP of any breach of a provision of this Contract, or any default which may then exist, on the part of CONTRACTOR, and the making of any such payment by CMHSP while any such breach or default exists, shall in no way impair or prejudice any right or remedy available to CMHSP in respect to such breach or default.

G. ASSIGNS AND SUCCESSORS:

CMHSP and CONTRACTOR each binds itself, its successors, and assigns to the other party to this Contract and all covenants of this Contract. CONTRACTOR shall not assign or transfer its interest in this Contract without prior written consent of CMHSP.

H. INVALID PROVISIONS:

If any clause or provision of this Contract is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the enforceability of the remainder of the Contract. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Contract, this Contract shall be considered to have terminated as of the date on which the clause or provision was rendered invalid or unenforceable.

I. NONBENEFICIARY CONTRACT:

This Contract is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties to this Contract.

J. PRACTICE AND ETHICS:

The parties will conform to the code of ethics of their respective professional associations.

K. DISREGARDING TITLES AND HEADINGS:

Titles and headings to articles, sections, or paragraphs in this contract are inserted for convenience of reference only and are not intended to affect the interpretation or construction of the contract.

L. EXECUTION IN COUNTERPARTS:

This contract may be executed in one or more counterparts, each of which will be deemed an original contract but all of which will be considered one instrument and will become a binding contract when one or more counterparts have been signed by each of the parties and delivered.

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ARTICLE XXXII TECHNICAL ASSISTANCE and CONTRACT MONITORING

A. CONTRACT LIAISON:

CMHSP shall assign a contract liaison. The contract liaison or designee will be available to provide technical assistance to CONTRACTOR regarding services provided under this Contract if a need for such assistance has been identified by CMHSP or by CONTRACTOR.

B. SITE VISITS:

The PIHP, CMHSP or designee may conduct periodic site visits to monitor administrative and fiscal compliance during the term of this Contract. After at least a 24-hour advance notice has been provided to the CONTRACTOR, the PIHP, CMHSP or designee may review any of the CONTRACTOR's internal records, documents, reports, or insurance policies. If, after a site review is completed, the PIHP, CMHSP or designee indicates that the CONTRACTOR needs to attain compliance in certain areas, the CONTRACTOR shall submit a Corrective Action Plan within a specified timeframe given by the PIHP, CMHSP or designee.

The PIHP and CMHSP or its designee reserves the right to conduct a site visit at any time with no advance notice if the PIHP, CMHSP or its designee has reason to believe that CONTRACTOR is not in compliance with the terms of this Contract or if the health and safety of a consumer is at risk.

C. CMHPSM CREDENTIALING

CONTRACTOR shall meet all of the standards outlined within the CMHPSM Organizational Credentialing/Rec credentialing and Monitoring policy during the term of this Contract.

ARTICLE XXXIII CONTINUING CONTRACT

In the event that a new contract between the parties is not signed by the termination date of this Contract, and neither party hereto has notified the other party of its intent not to renew the Contract, the terms and conditions contained herein shall remain in effect for a period of ninety (90) days from the scheduled termination date, unless otherwise negotiated between the parties in writing.

ARTICLE XXXIV AUTHORITY TO SIGN

The persons signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Contract on behalf of the party they represent and that this Contract has been authorized by said party.

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IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully signed this Contract.

Contractor: Provider

Contractor's Signature Date

Name: _____

Title: _____

Lenawee Community Mental Health Authority

Kathryn A. Szewczuk Date
Executive Director

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ATTACHMENT A

RECIPIENT RIGHTS

If CONTRACTOR provides mental health services, CONTRACTOR shall:

A. Strictly comply with all Recipient Rights provisions of the Mental Health Code and MDHHS Administrative Rules. CMHSP Office of Recipient Rights (ORR) will provide technical assistance and consultation as necessary. Copies of the Michigan Mental Health Code and MDHHS Administrative Rules are available upon request.

B. Post a copy of a CMHSP provided Summary of Rights as guaranteed by the Mental Health Code and Administrative Rules in a conspicuous place at the service site.

C. Comply with and adhere to CMHSP recipient rights policies and procedures as required by the Mental Health Code in MCL 330.1752, which are available on the provider website and incorporated by reference into this Contract.

D. Comply with the mechanisms established by CMHSP for protecting recipient rights and accept the final jurisdiction of the CMHSP Recipient Rights Office. Agree to implement recommended remedial action for substantiated violations of rights guaranteed by the Mental Health Code and MDHHS Administrative Rules. CMHSP's ORR representatives shall have access at any time to all staff, recipients, service records, and services of the CONTRACTOR in order to fulfill the monitoring function of that office or to conduct a thorough investigation, and it shall be the CONTRACTOR's responsibility to take any necessary action/s to ensure employee compliance. CONTRACTOR's employees are required to cooperate with the Rights Officer during an investigation.

E. Provide or ensure that appropriate action is taken to protect complainants, Rights staff, recipients, or any staff or person acting on behalf of a recipient if there is evidence that harassment or retaliation occurred in response to their participation in any recipient rights activities. Accept the jurisdiction of the CMHSP ORR to investigate allegations of harassment or retaliation against complainants, Rights staff, recipients, or any staff or person acting on behalf of recipients in response to their participation in any recipient rights activities.

F. Monitor the safety and welfare of recipients while they are under its service supervision pursuant to this Contract. If the health or safety of any recipient for which services are being delivered is in jeopardy, CONTRACTOR shall cooperate in the immediate transfer of the recipient(s) to another services provider.

G. Provide immediate comfort and protection to any recipient who has suffered an alleged rights violation, or has suffered physical injury. Ensure that emergency medical personnel are notified immediately if necessary due to the severity of injury.

H. Verbally report any incident involving the death, serious injury, or any apparent or suspected rights violation (including but not limited to abuse or neglect) to the ORR immediately if possible, but no later than the next business day. Document incident per Incident Reporting procedures.

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I. Notify the appropriate public agency as required by law regarding any apparent or suspected abuse, neglect, sexual abuse, or death of any service recipient (Protective Services - Adults and Children, Licensing, law

enforcement and other public agencies as applicable). CONTRACTOR shall post a copy of said laws in a conspicuous place.

J. Allow representatives from the Office of Recipient Rights, or their designees, access to program premises, recipients, and service records upon request, but no less than annually, for the purpose of site monitoring.

K. Allow individuals who properly identify themselves as representatives of Michigan Protection and Advocacy System access to program premises, recipients, and service records in compliance with MCL 330.1748(8) and MCL 330.1931 of the Mental Health Code. Such access will be utilized in a reasonable manner so as not to interfere with the recipients' planned activities.

L. Maintain the confidentiality of information regarding recipient in compliance with MCL 330.1748 and MCL 330.1750 of the Mental Health Code, and other applicable state and federal laws.

M. Ensure that all staff are oriented to Recipient Rights within 30 days of hire by using the curriculum developed by the Office of Recipient Rights titled: "Day One Rights Orientation." This training includes, but is not limited to, definitions of abuse, neglect, confidentiality, and mandated reporting requirements and shall be the responsibility of the CONTRACTOR. Employees shall not work alone with recipients until they have completed this rights training.

N. Submit to the CMHSP, in a manner and frequency as indicated by the CMHSP, written evidence that all staff hired during the duration of this contract are being oriented to Recipient Rights as indicated in Section M. of this Attachment.

O. Ensure that new employees receive a complete rights training by a Rights Officer within the Community Mental Health Partnership of Southeast Michigan or by an approved Recipient Rights Officer (another CMH Rights Officer outside of this Affiliation, with CMHSP ORR prior written approval) within ninety days of the date of hire. The CMHSP ORR shall provide rights training for CONTRACTOR'S new employees on a schedule determined by the CMHSP ORR. All employees providing mental health services are to retake a rights class either in person or an approved electronic/online curriculum, annually. It is the responsibility of the CONTRACTOR to track their employees' rights training, ensure employees retake the rights class every year, maintain clear and easily accessible records of all rights training received by staff, and allow those training records to be reviewed by the CMHSP ORR.

P. Ensure that all employees have received training in the appropriate and adequate provision of care and services when applicable, ensure that recipients receive a standard of care as required by law, rules, policies, guidelines, procedures, written directives, and the individual plan of service. As applicable, this training may include, but is not limited to, CPR and First Aid, Medication training, and PCP training.

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Q. Comply with CMHSP grievance and appeal mechanisms, which allow recipients/applicants to pursue resolution of complaints, related to services and supports managed and/or delivered by CMHSP. Specifics of these mechanisms (second opinions, grievances, disputes, Medicaid and MDHHS fair hearings) are set forth in the Customer Service Policy and the Consumer Appeals Policy, copies of which are available on the CMHSP website and which are incorporated by reference into this Contract.

R. Remain in compliance with the Bullard-Plawecki Employee Right to Know Act, PA 397 of 1978, by assuring that employees are given written notice under the conditions and as detailed in that Act. CMHSP reserves the right to terminate this Contract for failure to comply with recipient rights policies and/or remedial actions if client abuse and/or neglect is substantiated, and to remove any recipient, referred or placed pursuant to this Contract, who CMHSP deems is in immediate danger while under the CONTRACTOR's care.

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ATTACHMENT B

SCOPE OF SERVICE

A. General Description of Services:

Respite Care Services

Adults:

Respite care services are intended to assist in maintaining a goal of living in a natural community home and are provided on a short-term, intermittent basis to relieve the consumer's family or other primary caregiver (s) from daily stress and care demands during times when they are providing unpaid care. Respite is not intended to be provided on a continuous, long-term basis where in part of daily services that would enable an unpaid caregiver to work elsewhere full time.

Since adult consumers living at home typically receive home help services and hire their family members, respite is not available when the family member is being paid to provide the home help services, but may be available at other times throughout the day when the caregiver is not paid.

Definition:

"Short-term" means the respite service is provided during a limited period of time (e.g., a few hours, a few days, weekends, or for vacations.)

"Intermittent" means the respite service does not occur regularly or continuously. The service stops and starts repeatedly or with a time period in between.

"Primary" caregivers are typically the same people who provide at least some unpaid supports daily.

"Unpaid" means that respite may only be provided during those portions of the day when no one is being paid to provide the care, i.e., not a time when the consumer is receiving a paid State Plan.

Setting:

Respite services may be provided in the following settings:

Consumer's home or place of residence.

Licensed foster care home.

Facility approved by the State of Michigan that is not a private residence, such as a group home, licensed respite care facility, licensed camp or licensed family child care home. Home of a friend or relative chosen by the consumer and members of the planning team.;
in community settings with a respite worker trained, if needed, by the consumer or family. These sites are approved by the consumer and identified (IPOS).

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Cost of room and board must not be included as part of the respite care unless provided as part of the respite care in a facility that is not a private residence. Respite provided in an institution (i.e., ICF/MR, nursing facility, or hospital) or MDHHS approved day program site is not covered by the Habilitation Supports Waiver Program. The consumer's record must clearly differentiate respite hours from community living support services.

Respite care may not be provided by:
Parent of a minor consumer receiving the service.
Spouse of the consumer served.
Consumer's guardian.
Unpaid primary care giver.

Unlicensed CLS H2015

Community Living Supports (CLS) facilitate an individual's independence, productivity, and promote inclusion and participation in the community. The supports can be provided in the beneficiary's residence (licensed facility, family home, own home or apartment) and in community settings (including, but not limited to, libraries, city pools, camps, etc.), and may not supplant other waiver or state plan covered services (e.g., out-of-home non-vocational habilitation, Home Help Program, personal care in specialized residential, respite). The supports are:

Assisting (that exceeds state plan for adults), prompting, reminding, cueing, observing, guiding and/or training the beneficiary with:

- Meal preparation;

- Laundry;

- Routine, seasonal, and heavy household care and maintenance (where no other party, such as a landlord or licensee, has responsibility for provision of these services);

- Activities of daily living, such as bathing, eating, dressing, personal hygiene; and

- Shopping for food and other necessities of daily living.

Assistance, support and/or training the beneficiary with:

- Money management;

- Non-medical care (not requiring nurse or physician intervention);

- Socialization and relationship building;

- Transportation (excluding to and from medical appointments that are the responsibility of Medicaid through MDHHS or health plan) from the beneficiary's residence to community activities, among community activities, and from the community activities back to the beneficiary's residence);

- Leisure choice and participation in regular community activities;

- Attendance at medical appointments; and

- Acquiring goods and/or services other than those listed under shopping and non-medical services.

Reminding, observing, and/or monitoring of medication administration.

Staff assistance with preserving the health and safety of the individual in order that he/she may reside or be supported in the most integrated, independent community setting. (Applicable to unlicensed setting only)

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The CLS do not include the costs associated with room and board. Payments for CLS may not be made, directly or indirectly, to responsible relatives (i.e., spouses or parents of minor children) or the legal guardian.

For beneficiaries living in unlicensed homes, CLS assistance with meal preparation, laundry, routine household care and maintenance, ADLs, and/or shopping may be used to complement Home Help or Expanded Home Help services when the individual's needs for this assistance have been officially determined to exceed DHS's allowable parameters. Reminding, observing, guiding, and/or training of these activities are CLS coverages that do not supplant Home Help or Expanded Home Help. CLS may be provided in a licensed specialized residential setting as a complement to, and in conjunction with, State Plan coverage of Personal Care in Specialized Residential Settings.

If beneficiaries living in unlicensed homes need assistance with meal preparation, laundry, routine household care and maintenance, ADLs, and/or shopping, the beneficiary must request Home Help and, if necessary, Expanded Home Help from MDHHS. CLS may be used for those activities while the beneficiary awaits determination by MDHHS of the amount, scope and duration of Home Help or Expanded Home Help. If the beneficiary requests it, the PIHP CMHSP must assist with applying for Home Help or submitting a request for a Fair Hearing when the beneficiary believes that the MDHHS authorization of amount, scope and duration of Home Help does not accurately reflect his or her needs. CLS may also be used for those activities while the beneficiary awaits the decision from a Fair Hearing of the appeal of a MDHHS decision.

For children and adults up to age 26 who are enrolled in school, CLS services are not intended to supplant services provided in school or other settings or to be provided during the times when the child or adult would typically be in school but for the parent's choice to home-school.

Provider Qualifications: See Attachment D

Administration:

Records: CONTRACTOR agrees that all records under this contract shall be readily available at any reasonable time for examination or audit by personnel authorized by CMHSP or by law. CONTRACTOR further agrees that all records required/ produced relative to this contract shall be maintained in accordance with CMHSP policies found in the provider manual.

ATTACHMENT C

A. SERVICE CODES:

Services are authorized per the beneficiary's IPOS/individual plan of service. The codes listed below are accurate as of the date of contract signing. If changed during the term of this Contract, CMHSP will provide written notification of the change to CONTRACTOR, but this Contract will not be modified by an amendment. CONTRACTOR will be responsible for using new terms or codes in billing if care mode titles or CPT codes change.

All service units should be rounded using the MDHHS guidelines cited in the most current version of the PIHP/CMHSP Encounter Reporting Costing Per Code and Code Chart.

http://www.michigan.gov/mdhhs/0,5885,7-339-71550_2941_38765---,00.html

DESCRIPTION	CPT CODE	UNIT	RATE
Respite Care	T1005	15 minutes	
Respite Care – Multiple consumers served simultaneously	T1005~TT	15 minutes	
Comprehensive Community Support Services	H2015	15 Minutes	
Comprehensive Community Support Services – Multiple consumers served simultaneously	H2015~TT	15 Minutes	

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ATTACHMENT D

PROVIDER STAFF TRAINING REQUIREMENTS

A. TRAINING PLAN:

CONTRACTORS shall have in place a training plan to ensure that all staff are trained in accordance with the requirements set forth below including the initial training requirements and the renewals. Additionally, CONTRACTORS shall ensure that its staff members receive training on consumer-specific needs as indicated in each consumer's IPOS. This includes training on the appropriate use of any medical equipment used by the consumers served under this contract. CONTRACTOR shall maintain training records and will make such records available on-site for review by CMHSP staff, PIHP staff and any other bona fide auditor.

Training Resources:

Visit www.cmhpsm.org/training for all regional training materials, and additional information.

LCMHA Recipient Rights Training and Medication Training schedules can be found: <http://www.lcmha.org/> (under training and events tab)

B. PASSING MEDICATIONS:

CONTRACTOR assures that its staff will not pass medication to consumers without first successfully completing a CMHSP approved medication training.

C. PHYSICAL MANAGEMENT:

CONTRACTOR shall fully adhere to the provider portion of the Behavior Treatment Committee policy. CONTRACTOR also ensures that the staff will utilize physical management techniques only in an emergency basis when the situation places the individual or others at imminent risk of serious physical harm. CONTRACTOR shall ensure that staff members are trained in physical techniques prior to implementing such techniques as an emergency intervention. Physical management training must be provided through an approved training program.

D. VOLUNTEERS:

Volunteers performing the same functions/work as paid direct care staff or administrative staff must adhere to the same training requirements as paid staff.


E. TRAINING RECIPROCITY:

Training reciprocity is available for Direct Care Staff who have previously completed required training in another CMHSP/PIHP when the training meets the following criteria:

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1. Training Curriculum must be on the list of approved curriculums on the MDHHS website or a nationally accepted program for First Aid/CPR
2. Training must have been conducted by a qualified trainer for each topic area (e.g. Medications Administration taught by a registered nurse)
3. Certificate of Completion or test answer sheets must be available for provider to keep on file
4. Must pass recertification for Medication Administration (on-line refresher and quiz)
5. Recipient Rights reserves the right to use additional criteria for approving outside training

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 <p>Staff Training Requirements R = Required IR = Individually Required by consumer's IPOS HR = Highly Recommended</p>	Administrative & Non-Service Staff	Aide Level Staff: CLS, Respite, Skill Building & Sup. Emp.	Initial Requirement	Renewal of Requirement
Basic First-Aid & MDHHS Approved In-Person CPR	R	R	Prior to Service Delivery	Per Training Body
Medication Administration Initial	IR	IR	Prior to Service Delivery	N/A, unless lapsed
Medication Administration Refresher	IR	IR	Prior to Service Delivery	Annual
Individualized Training on each Consumer's CMH IPOS	R	R	Prior to Service Delivery	Upon every new or revised IPOS
Universal Precautions / Blood-borne Infectious Disease Training	R	R	Prior to Service Delivery	Annual
Person Centered Planning	R	R	Within 30 days of hire	Annual
Recipient Rights/Confidentiality Day One Orientation	R	R	Within 30 days of hire & prior to service delivery.	N/A, eligible only once
Recipient Rights/Confidentiality	R	R	Within 90 days of hire – in person	Annual (online or in-person)
LEP Training	R	R	Within 60 days of hire	Biennial (Every 2 Years)
Cultural Competency	R	R	Within 60 days of hire	Biennial (Every 2 Years)
Due Process, Grievance and Appeals	R	R	Within 90 days of hire	Biennial (Every 2 Years)
Medicaid Integrity (HIPAA,HITECH)	R	R	Within 90 days of hire	N/A, unless notified

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Non-aversive techniques training documented in Behavior Treatment Plan		IR	Prior to Service Delivery	Per Training Body
Staff is 18 years of age or older		R	Prior to Hire Date	N/A
Criminal Background Check	HR	R	Prior to Hire Date	Annual
Recipient Rights Background Check	R	R	Prior to Hire Date	N/A
Motor Vehicle Driving Record Check (If transporting CMH consumer(s))	IR	IR	Prior to Service Delivery	Annual
SED Waiver Covered Services Staff Requirement: Tuberculosis Test results documenting staff is clear from TB.		R	Prior to Service Delivery	Biennial (Every 2 Years)