

SERVICE CONTRACT

Between

HEALTHWEST

and

NAME

October 1, 2016 through September 30, 2017

Regarding:

Substance Use Disorder Services Including:

SUD Outpatient Services

SERVICE CONTRACT
With
NAME

This contract is between **HealthWest**, (hereinafter referred to as “CMHSP”), located at 376 E. Apple Avenue and **Name**, located at (hereinafter referred to as “Provider”), collectively referred to hereinafter from time-to-time as Parties (“Parties”). It is agreed that Provider is an independent Provider at all times and for all purposes hereunder. The officers, employees, servants, and agents of Provider shall in no way be deemed to be and shall not hold themselves out as officers, employees, servants, or agents of CMHSP.

SECTION ONE
GENERAL PROVISIONS

1.1 Purpose

CMHSP hereby contracts to purchase mental health and/or substance use disorder services from Provider for individual recipients of CMHSP services. An individual is defined as a person who receives, or is eligible to receive a CMHSP subsidy, or who is eligible for Medicaid services under the Behavioral Health and Intellectual and Developmental Disability Supports and Services section of the Michigan Department of Health and Human (hereinafter MDHHS) Services Medicaid Provider Manual, or who is enrolled in the MICHild Program (hereafter referred to as Individual(s) or Individual(s) Served). An Individual must be served by the County as indicated below.

County	Mental Health	Substance Abuse
Allegan	<input type="checkbox"/>	<input type="checkbox"/>
Kent	<input type="checkbox"/>	<input type="checkbox"/>
Lake	<input type="checkbox"/>	<input type="checkbox"/>
Mason	<input type="checkbox"/>	<input type="checkbox"/>
Muskegon	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Oceana	<input type="checkbox"/>	<input type="checkbox"/>
Ottawa	<input type="checkbox"/>	<input type="checkbox"/>

Members of SUD Priority Population groups must have access to screening, assessment and treatment service regardless of their residency.

1.1.1 This Agreement is entered into for mental health services under the authority granted by Section 116(2)(b) and (3)(e) and Section 228 of 1974 PA 258, as amended; and/or, for substance use disorder services under the authority granted by 2012 PA 500, as amended. Applicable provisions of those Acts, all rules promulgated and adopted under those Acts and applicable State and Federal laws and regulations and Administrative Rules, shall govern the expenditure of funds and provision of services. This Agreement is entered into for services under the authority granted by the MDHHS/PIHP contract and the MDHHS/CMHSP contract.

1.1.2 It is expressly understood and agreed by the Provider that this Agreement is subject to the terms and conditions of the PIHP/CMHSP Subcontract, which is incorporated herein by reference and made a part hereof, the MDHHS/CMHSP Master Contract for General Funds, and the MDHHS/PIHP Master Contract, together with all attachments thereto, which are incorporated herein by reference. The Provider shall comply, and shall ensure that its employees and contractors comply, with all applicable provisions and

requirements of said contracts, including all attachments thereto whether or not specifically referenced in this Agreement, and applicable provisions of the Medicaid Provider Manual, the PIHP's Provider Manual, the MDHHS Mental Health & Substance Abuse Administration Family-Driven and Youth-Guided Policy and Guidelines, Attachment P.7.10.2.8 to the MDHHS/PIHP Master Contract and the Self-Determination Policy and Practice Guideline, Attachment P.4.7.1 to the MDHHS/PIHP Master Contract. The provisions of this Agreement shall take precedence over said contracts unless a conflict exists between this Agreement and any provision of said contract/s. In the event that any provision of this Agreement is in conflict with the terms and conditions of said contract/s, the provisions of said contract/s shall prevail. However, a conflict shall not be deemed to exist where this Agreement:

- i. Contains additional provisions and additional terms and conditions not set forth in said contract/s;
- ii. Restates provisions of said contract/s to afford CMHSP or the PIHP the same or substantially the same rights and privileges as the MDHHS; or
- iii. Requires the Provider to perform duties and services in less time than required of CMHSP or the PIHP in said contract/s with the PIHP or the MDHHS, respectively.

1.1.3 When providing services pursuant to this Agreement, Provider shall abide by the applicable provisions and requirements of services as set forth in the Michigan Mental Health Code, 1974 PA 258 (hereinafter MMHC), and the Behavioral Health and Intellectual and Developmental Disability Supports and Services section of the Michigan Medicaid Provider Manual (as revised quarterly), and 2012 PA 500, and the PIHP Annual Plan for Substance Use Disorder services as well as those requirements set forth in section 2.23 of this Agreement.

1.1.4 CMHSP agrees to provide payment to the Provider for the purchase of authorized mental health and/or substance use disorder services that are considered medically necessary as guided by the Medical Necessity Criteria found in the Michigan Medicaid Provider Manual. Conditions for payment are described in the **Attachment A: Service Description(s)** which are considered to be part of this Agreement. CMHSP's payment of funds for purposes of this Agreement is subject to and conditioned upon the receipt of funds for such purposes, those being Federal, State and/or local funds.

1.1.5 Funds paid to the Provider for the purchase of authorized mental health and/or substance use disorder services come from a variety of sources including Medicaid and other Federal, State and local sources, and as such, are subject to the rules, regulations, and laws of Medicaid and other Federal, State and local funding sources.

1.1.6 Provider shall comply with all PIHP/CMHSP policies and procedures and PIHP/CMHSP compliance plan.

1.2 Period of Agreement

This Agreement shall be in effect from **October 1, 2016 through September 30, 2017**, unless amended or terminated according to the provisions in this Agreement for amendment or termination.

1.3 Statement of Work

The Provider agrees to undertake, perform and complete the services described in **Attachment A: Service Description** and the **CMHSP's** Provider Manual and/or applicable Policies that are hereby made a part of this Agreement through reference.

1.4 Method of Payments and Financial Reports

The payment procedures and reporting shall be followed as described in the CMHSP's Provider Manual and/or applicable Policies.

1.5 Consumer Medical Records

1.5.1 The Provider shall prepare and maintain complete and accurate medical records, in either paper or electronic form, for all consumers receiving services. For purposes herein, references to consumer medical, clinical and/or program records shall mean such records in either paper or electronic form. The medical records shall contain such information as may be required by the CMHSP, PIHP, MDHHS and any other state or federal agency with jurisdiction over the delivery of services contemplated under this Agreement. The CMHSP shall supply the Provider with copies of its clinical protocols and the Provider must use the protocols in planning and providing treatment to consumers. Unless a longer period applies under Michigan law, the Provider shall retain all consumer's medical records for at least seven (7) years after services are rendered, regardless of any change in ownership or termination of service for any reason, and, in the case of minor consumers, until seven (7) years after such minor attains the age of majority. The provisions of this section shall survive the expiration or termination of this agreement, regardless of cause.

1.5.2 Access to Medical Records: The Provider shall make such medical records available to the Payor for the purpose of assessing quality of care, conducting medical care evaluations and audits, determining the medical necessity and appropriateness of services provided to consumers, and investigating grievances or complaints made by consumers. The Provider shall also make consumer medical records available to the CMHSP, LRE, MDHHS and other state and federal regulatory bodies having jurisdiction over the delivery of services to consumers for purposes of assessing the quality of care or investigating member grievances or complaints.

1.5.3 Provider shall retain all medical records in accordance with the retention schedules in place by the Department of Technology, Management and Budget's (DTMB) General Schedule #20 at http://Michigan.gov/dmb/0,4568,7-150-9141_21738_31548-56101--_00.html and MCL 333.16213, unless these records are transferred to a successor organization or the LRE is directed otherwise in writing by MDHHS. Provider shall make such medical records available to CMHSP for the purpose of assessing quality of care, conducting medical care evaluations and audits, determining the medical necessity and appropriateness of services provided to Individuals, and investigating grievances or complaints made by Individuals. Medical records of a SUD customer may not be disclosed to CMHSP without the Individual's consent. The Provider shall utilize practice guidelines as outlined in the Provider Manual and/or all applicable Policies. The provisions of this section shall survive the expiration or termination of this Agreement regardless of cause, including non-payment by CMHSP, insolvency or breach of this Agreement by either party.

1.5.4 Transfer of Medical Records: Upon receipt of written request from CMHSP, the Provider shall transfer to the requesting CMSHP Provider copies of all consumer medical records, and other data in the possession or control of the Provider pertaining to the named consumer within ten (10) working days of such notice. In the event of an agency or program closure by either party, the Provider shall transfer to the requesting CMSHP the Provider copies of all consumer medical records, and other data in the possession or control of the Provider pertaining to the named consumer within ten (10) working days of such notice.

1.5.5 Substance Use Disorder Records – The clinical records shall be maintained by Provider consistent with Michigan and Federal law, including 1978 PA 368 and 42 CFR Part 2, and 42 USC 290dd-2. Provider will permit access to records by authorized representatives of CMHSP, LRE, MDHHS, the Federal Grantor Agency, Comptroller General of the United States, or any of their duly authorized representatives, subject to the Individual's consent.

1.6 Protected Health Information

1.6.1 To the extent the parties to this Agreement are sharing individual information and records in the course of providing care to Individuals receiving services, such uses and sharing of information shall be done in accordance with each of the parties' respective obligations under this Agreement, and in accordance with and pursuant to Federal and State laws and regulations, including: the Health Insurance Portability and Accountability Act (hereinafter HIPAA) of 1996; 45 CFR Part 160 and 164, providing for the protection of patient/client health information; the Health Information Technology for Economic and Clinical Health Act (hereinafter HITECH), part of the American Recovery and Reinvestment Act, PL 111-5, 2009; and 42 USC 290dd-2 and 42 CFR Part 2 for Substance Use Disorder Records.

1.6.2 The parties hereby agree to appropriately use and safeguard individual health information provided or disclosed to each other and to keep such information in strictest confidence in order to protect the privacy of all Individuals, including but not limited to, providing Individuals with a Notice of Privacy Practices. In addition, the business affairs and information of the parties, including, and without limitation to, information shared pursuant to this Agreement, are confidential and neither party will discuss such matters with or disclose the contents of this Agreement to anyone who is not a trustee, officer, agent, or a fiduciary of either party having a need to know such information in performance of his/her duties, all of whom shall be subject to this provision concerning confidentiality. The obligations set forth in this Section are intended to carry on beyond the term of this Agreement, irrespective of whether this Agreement is terminated as provided herein or expires by its own terms.

1.7 Transmittance of Information

Provider will provide and facilitate ready access of individual records for referral of Individuals and for transmittal of information as required between Provider and other appropriate services to assure continuity of services to the Individual. Such transmittal of information for Individuals with mental health diagnoses and for Individuals with substance use disorders shall be consistent with the MMHC and with Federal laws and regulations that regulate the release of such information. Electronic Data Interchange (EDI) will comply with HIPAA. In order to comply with the Administrative Simplification mandate of HIPAA, all individuals and organizations who meet the definition of health care provider described in 45 CFR 160.103 will obtain a National Provider Identifier (NPI) to be reported in all standard transactions. For covered health care providers, the NPI must be submitted to CMHSP as it is a required field for billing.

1.8 Independent Contractor

The Provider shall perform all of the services under this Agreement as an independent contractor and not as an employee, agent, partner or any other relationship with CMHSP. Provider further understands and acknowledges that it shall not be entitled to any of the benefits of a CMHSP employee including, but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

1.9 Taxes

Provider shall be responsible for paying any taxes required by any State, Federal or local taxing jurisdiction. Provider agrees that CMHSP is not responsible for any of its tax obligations and further agrees that should CMHSP be compelled to pay any of its tax obligations, it shall

promptly reimburse CMHSP for the full value of such paid tax obligation plus any applicable interest and penalty.

SECTION TWO PROVIDER RESPONSIBILITIES

Provider agrees to the following:

2.1 Electronic Data Interchange (EDI) and Information Systems (IS)

- 2.1.1 To ensure that EDI, data handling, network configuration, systems security and data storage will be conducted in a manner that is in compliance with the security, privacy and administrative simplification mandates required by HIPAA and HITECH.
- 2.1.2 To maintain an IS system sufficient to support the following requirements: history of encounter experiences for all persons in service; quality improvement; reporting of encounter data, financial data, client demographics, and service use and performance indicators; and evaluation of services and programs.
- 2.1.3 To maintain policy and procedures to ensure compliance with Federal, State and CMHSP stipulations regarding the integrity and security of IS, including the following: deterrence of sabotage; fraud and criminal mischief; facilitation of continued operation of the system in the event of an emergency; and protection of confidentiality of client level information.

2.2 Data Management

- 2.2.1 CMHSP is the owner of all data related to Individuals pursuant to this Agreement including all data entered into Provider's management information system(s), such as all eligibility and demographic data, utilization data, claims data, and any other service, administrative or financial information that has passed through CMHSP or Provider's operation that resides with the Provider. Notwithstanding the foregoing, the Provider is not precluded from maintaining and utilizing the data identified in this section in support of the services provided to the Individual and internal Provider operations.
- 2.2.2 The Provider agrees to provide information to CMHSP related to encounters, services, and administrative costs as required by MDHHS, as described in **Attachment B: Codes and Rates**.
- 2.2.3 The Provider shall implement tools to prevent unauthorized access and virus protection to its internal transaction and office system using planning, management, and system monitoring techniques. To ensure system security, CMHSP will work with the Provider to ensure its internal data and access systems comply with HIPAA. CMHSP reserves the right to require review by a Third Party if the results are deemed unsatisfactory.

2.3 Reimbursement/Claims/Rates

- 2.3.1 Reimbursement for Services: CMHSP shall reimburse the Provider at the rates identified in **Attachment B: Codes and Rates** for services rendered by the Provider that have been authorized by CMHSP. Actual payments are subject to Ability to Pay in accordance with Chapter 8 of the MMHC and Chapter 8 of the Michigan Administrative Rules when applicable.
- 2.3.2 Coordination of Benefits/Payer of Last Resort: CMHSP and Provider shall be responsible for the coordination of public and private benefits for each Individual. The Provider acknowledges that CMHSP is the payer of last resort. The Provider shall be required to identify and seek recovery from all liable first and third parties. Third Party Liability refers to any health insurance or carrier, (e.g., individual, group, employer-related, self-insured, or self-funded plan or commercial carrier, automobile insurance and worker's compensation) or program (e.g., Medicare) that has liability for all or part of an Individual's covered benefit.
- 2.3.3 The Provider may not bill Individuals for the difference between the Provider's charge and CMHSP'S rate for covered services. The Provider shall not seek nor accept additional supplemental payment from the Individual, his/her family, or representative

in addition to the amount paid by CMHSP. Provider agrees not to maintain any action against an Individual to collect sums that are owed to Provider under the terms of this contract, even in the event CMHSP fails to pay, becomes insolvent, or otherwise breaches the terms and conditions of this contract. This section will survive the termination of this contract, regardless of the cause of termination and will be construed to be for the benefit of the Individual.

- 2.3.4** For services provided to all Medicaid/SUD Block Grant/PA2 beneficiaries, the Provider's maximum reimbursement (the sum of first party, third party, and CMHSP payments) shall not exceed the lesser of the third party payer's maximum allowed amount or the Provider's contract rate.

2.4 Provider Panel Eligibility Requirements

2.4.1 Exclusion of Certain Individuals and Entities from Participation in Medicare and State Health Care Programs. To assure compliance with the Social Security Act Sections 1128, 1128A, 1156, 42 CFR 438.6, 455.10 and 45 CFR Part 76, Provider must assure the following:

2.4.1.1 Provider and its subcontractors, board members, and employees are not debarred, suspended, proposed for debarment, declared ineligible, or excluded from a federal or state health care program.

2.4.1.2 Provider and its subcontractors, board members, and employees have not, 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 transaction; violation of Federal/State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

2.4.1.3 Provider and its subcontractors, board members, and employees are not indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated above (see subparagraph b).

2.4.1.4 Provider and its subcontractors, board members, and employees have not within a three (3) year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

2.4.1.5 Provider shall conduct an initial examination of Federal and State databases of excluded parties and litigation checks. Such examination must take place at the time of hire, and monthly thereafter, for all employees of the Provider, or individuals joining the Board of Directors of the Provider. The LRE will provide oversight and monitoring of this process through its annual site review process.

2.4.1.6 Provider will notify CMHSP immediately when there is litigation initiated against the Provider.

2.4.1.7 Provider shall immediately disclose to CMHSP any information regarding the ownership or control by a person convicted of a criminal offense described under Sections 1128(a)(b) and 1128(b)(1), (2), or (3) of the Social Security Act and if any staff member, member of the Board of Directors, manager, or an individual with an employment, consulting or other arrangement with the Provider has been convicted of a criminal offense described under Section 1128A of the Social Security Act.

2.4.1.8 Provider agrees to immediately notify CMHSP of any threatened, proposed, or actual exclusion from any Federally-funded health care program of it or its staff.

2.4.2 Accreditation (if applicable)

2.4.2.1 To maintain certification from a national accrediting organization recognized by MDHHS and CMHSP. Accreditation may be issued by the following accrediting organizations:

- The Joint Commission (TJC)
- CARF International
- Council on Accreditation for Families and Children (COA)
- The American Osteopathic Association (AOA)
- National Committee on Quality Assurance (NCQA)
- Accreditation Association for Ambulatory Health Care (AAAHC) may be chosen as the organization's accrediting organization for Substance Use Disorder Providers only.
- Utilization Review Accreditation Commission (URAC) (not applicable to SUD)
- Other accrediting organizations/certifications may be considered, but must be approved by CMHSP

2.4.2.2 To provide CMHSP with a copy of the accreditation notification letter or certificate. The survey report must be available to CMHSP upon request.

2.4.2.3 To notify CMHSP of any change or cancellation in accreditation status.

2.4.3 Financial Requirements

2.4.3.1 To use the accrual method of accounting.

2.4.3.2 To annually obtain a financial audit when total fiscal year revenue from all sources for Provider is \$500,000 or more. The American Institute of Certified Public Accountants Audit and Accounting Guides for non-profit organizations shall be used (e.g., Not-for-Profit Entities or Health Care Entities, whichever is applicable). The following items are specific requirements:

- i. The audit will cover Provider's fiscal year.
- ii. The audit must be performed by a Certified Public Accountant to assure the financial statements are presented in conformance with accounting principles generally accepted in the United States of America.
- iii. The audit must include the required internal control and compliance reports when Government Auditing Standards (Yellow Book) or Single Audit requirements apply.
- iv. The audit must comply with regulations set forth in the Single Audit Act, OMB Circular A-87, and Circular A-122 when applicable. New grants after 12/26/2014 will follow the OMB Guidance 2 CFR 200.
- v. Management letter issued as a result of the audit by the certified public accountant must be submitted to CMHSP.
- vi. To submit a separate schedule of revenue and expense by CMHSP program in accordance with CMHSP contract policy when Provider's fiscal year revenue from CMHSP is \$5 million or more.

2.4.3.3 To annually obtain a financial review when total fiscal year revenue for Provider is between \$100,000 and \$500,000, unless Provider is required to obtain an audit for some other reason. In cases where the Provider's total fiscal year revenue is less than \$100,000, CMHSP may request a financial review. The American Institute of Certified Public Accountants Statements on Standards for Accounting and Review Services shall be used. The following items are specific requirements:

- i. The review will cover Provider's fiscal year.
 - ii. The review must be performed by a Certified Public Accountant to provide limited assurance that there are not material modifications that should be made to the financial statements in order for them to be in conformance with accounting principles generally accepted in the United States of America.
 - iii. Management letter issued as a result of the review by the Certified Public Accountant must be submitted to CMHSP.
- 2.4.3.4 To submit the items above to CMHSP Financial Compliance Auditor within one hundred and fifty (150) days following Provider's fiscal year end. Any deviation from this requirement must be requested in writing and in advance, and must be approved by CMHSP.
- 2.4.3.5 To submit a copy of Provider's Federal Form 990 – Return of Organization Exempt from Income Tax to CMHSP Financial Compliance Auditor within 30 days of submission to the Internal Revenue Service (IRS), if Provider is required to file Form 990 under IRS regulations.
- 2.4.3.6 Access to Records: The Provider shall maintain all pertinent financial and accounting records and evidence pertaining to this contract based on financial and statistical records that can be verified by CMHSP and/or its auditors in accordance with CMHSP Retention Policy for financial and accounting records. Financial reporting shall be in accordance with Generally Accepted Accounting Principles (GAAP) applicable to State and local governments as promulgated by the Governmental Accounting Standards Board (GASB).
- 2.4.3.7 CMHSP, the Federal government, the State of Michigan, or their designated representatives shall be allowed to inspect, review, copy, and/or audit all financial records pertaining to this contract.

2.4.4 Solvency

The Provider shall be financially solvent (having assets in excess of liabilities) prior to commencing services required in this Agreement. The Provider shall give immediate notice to CMHSP of any change in financial position material to such solvency and to continuing in operation as a going concern, at any time during the term of this Agreement. If the Provider is financially dependent on another entity, the financial institution supporting the Provider must demonstrate fiscal solvency. Proof of financial solvency will be provided at the time of contract initiation and annually thereafter through documentation such as financial audits or financial statements.

2.4.5 Insurance Requirements

- 2.4.5.1 Provider shall maintain liability insurance during the life of this Agreement. The liability insurance policy shall provide limits which are consistent with industry standards based upon the services provided by the Provider under this contract if applicable to services hereunder. (See **Attachment C: Insurance Requirements**)
- 2.4.5.2 CMHSP shall be identified as an additional insured on the liability insurance policy required above to the extent that the additional insured is held responsible for the acts, omissions, or negligence of the Provider pertaining to the Provider's work under this contract. The insurance company providing liability insurance to the Provider shall be an authorized or eligible unaffiliated State of Michigan insurer. The Provider shall provide to CMHSP evidence of the liability insurance maintained by the Provider. (See **Attachment C: Insurance Requirements**)
- 2.4.5.3 Provider shall give CMHSP written notice of any changes in or cancellation of the insurance policies required to be maintained by Provider at least thirty

(30) days before the effective date of such changes or cancellations. In the event that the Provider's insurance coverage is at any time reduced or terminated during the duration of this Agreement, CMHSP may terminate this Agreement effective immediately upon delivery of notice of termination to the Provider.

2.4.6 Notifications

Provider will notify CMHSP in writing when there is a change of status to one of the Provider Panel Eligibility Requirements resulting in any of the following:

2.4.6.1 Loss of accreditation (if applicable)

2.4.6.2 Loss of insurance.

2.4.6.3 Qualified Opinion on financial audit.

2.4.6.4 Pending or successful litigation claim against Provider.

2.4.6.5 Loss of SUD treatment, prevention, or DEA license or MDHHS certification.

2.5 Provider, if delegated by CMHSP, shall provide all Individuals with information on recipient rights and protections as required by the MMHC annually. Documentation of providing this information must be recorded within the Individual's case file.

2.6 Provider, if delegated by CMHSP, shall assure that Individuals are informed of their right to be free from any forms of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation. Documentation of providing this information must be recorded within the Individual's case file.

2.7 Provider must keep the Treatment Plans/Individual Plans of Service (IPOS) and case file on site or immediately accessible, (e.g., an electronic copy). The Treatment Plans/IPOS and Treatment Plan/IPOS Reviews must include the amount (number of units), scope (who, how, where), and duration (how long) of each service as those terms are defined in the MPM, as well as the cost of each service.

2.8 Contract Monitoring/Performance Evaluation/Plan of Correction

2.8.1 The LRE and CMHSP will assign staff to engage in regular monitoring of and reporting on Provider's performance, including taking action to assure performance improvement, such as implementing plans of correction. The LRE and CMHSP will follow the monitoring and reporting procedures in the Provider Manual and/or CMHSP Policies in order to assure high quality services and compliance with contract requirements.

2.8.2 Provider agrees to cooperate with the LRE in carrying out compliance auditing and monitoring responsibilities, including producing the documents needed to assist with these functions.

2.9 Licensure and Certification

2.9.1 The Provider will maintain policies and procedures to ensure that contracted physicians and other health care professionals (e.g. social workers, OT, etc.) are licensed by the State of Michigan and are qualified to perform their services. Provider must immediately notify the LRE and CMHSP if any license is terminated, revoked or suspended during the term of this Agreement.

2.9.2 The Provider will maintain policies and procedures to ensure that licenses and certifications are current and valid.

2.9.3 The Provider will maintain policies and procedures to ensure that support care staff who are not required to be licensed are qualified to perform their jobs.

2.9.4 Provider agrees to immediately notify CMHSP of any State licensure or certification investigation.

2.9.5 For SUD Providers, organizations/programs must be licensed for SUD service provision.

2.10 Credentialing

2.10.1 The Provider will maintain policies and procedures consistent with LRE policy on personnel selection, credentialing, re-credentialing, and privileging, including job descriptions or similar documents that describe specific credentialing, privileging and other requirements for all staff that deliver services to clients and including mechanisms to ensure requirements are met by all staff consistent with MDHHS-PIHP Agreement Attachment P.7.1.1. Prior to provision of services by Provider staff, Provider will submit to the LRE verification of staff credentials.

2.10.2 The Provider will ensure that staff credentials are consistent with accreditation requirements, Medicaid and Medicare regulations, and other applicable regulations.

2.10.3 The Provider will comply with the Michigan PIHP/CMHSP Provider Qualifications Per Medicaid Services and HCPCS/CPT Codes requirements (as updated).

2.10.4 The Provider will require criminal background checks annually for all persons (staff, management and non-management) providing services to or interacting with Individuals served by CMHSP or Individuals who have the authority to access or create CMHSP information. Criminal background checks must be completed through the State of Michigan Licensing and Regulatory Affairs (LARA) Workforce Background Check system prior to starting work with Individuals. Provider shall inform CMHSP if any board member has been convicted of a felony or misdemeanor related to patient abuse, health care, or any type of fraud, a controlled substance, or any obstruction of any investigation.

2.11 Quality Improvement

2.11.1 The Provider will maintain a systemic Quality Improvement process to measure, evaluate and improve performance. The process must be clearly described in a Quality Improvement Policy/Plan which includes at a minimum the following: credentialing and re-credentialing processes; a plan for assessing customer satisfaction; evidence of active participation of Individuals served; utilization of standardized performance measures; a process for gathering and utilizing performance data; a process for reporting and reviewing adverse events; and procedures for adequate documentation of complaints, actions taken, and utilization of information obtained to develop quality improvement plans.

2.11.2 The Provider will establish and monitor performance indicators for the purposes of identifying process improvement projects that achieve a beneficial effect on health outcomes and Individual satisfaction.

2.12 Cultural Competence

2.12.1 The supports and services provided by the Provider shall demonstrate an ongoing commitment to linguistic and cultural competence that ensures access and meaningful participation for all Individuals in the service area. Such commitment includes acceptance and respect for Individuals with diverse 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 supports and services.

2.12.2 To effectively demonstrate such commitment, it is expected that the Provider has five components in place: (1) a method for assessing the cultural needs of persons being served; (2) sufficient policy and procedure to reflect Provider's value and practice expectations; (3) a method of service assessment and monitoring; (4) ongoing training to assure that staff are aware of, and able to effectively implement policy; and (5) the provision of supports and services within the cultural context of the recipient.

- 2.12.3** Provider shall participate in CMHSP's efforts to promote the delivery of services in a culturally competent manner to all Individuals, including those with limited English proficiency and diverse cultural and ethnic backgrounds.
- 2.13** Provider shall assure that Individuals served are allowed to choose their health care professional(s) to the extent possible in accordance with 42 CFR 438.6(m).
- 2.14** The Provider or any health care professional employed or contracted by the Provider is not prohibited from advocating on behalf of one or more Individuals with respect to grievance and appeal, utilization management, or authorization issues.
- 2.15** If the health and safety of the Individual is in jeopardy, it is the duty of both parties to cooperate in the immediate resolution of the situation.
- 2.16** Providers are prohibited from utilizing Block Grant or State funds for the distribution of sterile needles for injection of any illegal drug.
- 2.17 Recipient Rights**
- 2.17.1 For Mental Health Providers:** Providers shall ensure that all Individuals employed receive MDHHS approved Recipient Rights training within thirty (30) days of being employed. The rights of recipients, as described by the MMHC and the Michigan Administrative Rules, will be protected. Provider will be in compliance with the Recipient Rights requirements as described in **Attachment E-1: Recipient Rights for MH Services**.
- 2.17.2** Provider will comply with CMHSP mechanisms required by the MDHHS contract for recipients/applicants to pursue resolution of appeals and grievances regarding services and supports managed and/or delivered by CMHSP.
- 2.17.3** Provider will not prohibit, or otherwise restrict, a health care professional acting within his/her lawful scope of practice, from advising or advocating on behalf of an Individual regarding health status, medical care, treatment options, risks, benefits and consequences of treatment, or non-treatment, and Individual's rights to participate in decisions regarding his/her health care, including the right to refuse treatment, and to express preferences about future treatment decisions.
- 2.17.4** Provider will allow Individuals who properly identify themselves as representatives of Michigan Protection and Advocacy Services (MPAS) access to the premises, the Individual, and records pertaining to those Individuals, in compliance with the MMHC and applicable federal law. If MPAS receives a complaint or has probable cause to suspect abuse or neglect, the following conditions must be met before MPAS may have access to records of an Individual, according to 45 CFR 164.512 (c), (e), and (f):
- 2.17.4.1** MPAS must request the Individuals' records in writing.
- 2.17.4.2** MPAS must demonstrate that it has the authority to access an Individual's record under the MMHC and applicable Federal law.
- 2.17.4.3** Provider may question MPAS' authority if it is unclear.
- 2.17.4.4** Provider must limit the disclosure to the relevant information expressly authorized by statute or regulations.
- 2.17.4.5** Provider must maintain documentation of all disclosures.
- 2.17.5 For Substance Use Disorder Services:** Providers shall ensure that all Individuals employed receive SUD Recipient Rights training within thirty (30) days of being employed by taking the on-line SUD Rights training offered by the State of Michigan's Website. Providers will protect the rights of Individuals through comprehensive compliance with applicable state and federal recipient rights requirements, including:
- Federal Confidentiality Law and Regulations (codified as 42 USC § 290dd-2 and 42 CFR Part 2

- Michigan DCH Mental Health and Substance Abuse Administration Recipient Rights (R325.14302 to R325.14306)

Provider will be in compliance with the SUD Recipient Rights requirements as described in **Attachment E-2: Recipient Rights Substance Use Disorders**.

2.18 Circumstances that Interfere with Performance

In the event that circumstances occur which substantially reduce or otherwise interfere with the parties' ability to perform their respective obligations under the contract, immediate notification to the other party is required. A meeting shall be convened as soon as possible in order to determine the immediate course of action and possible resolution of the situation.

2.19 Conflict of Interest

The Provider affirms that no principal, representative, agent, or employee of the Provider or anyone acting on behalf of or legally capable of acting on behalf of the Provider shall engage in activities which are incompatible or in conflict with the discharge of their duties and responsibilities under the contract. The Provider represents that no employee, officer, or agent of the Provider has participated in the selection, award, or administration of this contract, which involved a conflict of financial or other interest that is either real or apparent. The Provider agrees that no principal, representative, agent, employee, or anyone acting on behalf of or legally capable of acting on behalf of the Provider is currently an employee of CMHSP nor is any person using or privy to insider information which would give the appearance of providing an unfair advantage to said Provider.

2.20 Utilization Management

Provider agrees to participate in the implementation of CMHSP's Utilization Management program, including clinical protocols.

2.21 Corporate Compliance

The Provider shall participate in the implementation of CMHSP's Corporate Compliance program, including, but not limited to, providing required information for completion of compliance audits, reviews, compliance investigations, and remediation. The Provider will promulgate policy that specifies procedures and standards of conduct that articulate the Provider's commitment to comply with all applicable Federal and State standards.

2.22 Provider Manual/Policies/Best Practice Guidelines

The Provider is responsible for the knowledge of, and to implement as practice, CMHSP's SUD and/or Mental Health Provider Manual/Policies/Best Practice Guidelines. CMHSP and/or MDHHS may amend these items from time to time. All such documents shall constitute a part of this contract and shall be deemed to be incorporated herein.

2.23 Compliance

2.23.1 Provider agrees to ensure that all Federal, State and local laws and regulations are followed. Compliance includes a commitment to uphold a high standard of ethical and legal business practices and to prevent misconduct.

2.23.1.1 MDHHS administration of this contract is subject to the State of Michigan State Ethics Act: Act 196 of 1973, "Standards of Conduct for Public Officers and Employees. Act 196 of 1973 prescribes standards of conduct for public officers and employees."

2.23.1.2 MDHHS administration of this contract is subject to the State of Michigan Governor's Executive Order No: 2003-01, "Procurement of Goods and Services from Vendors."

- 2.23.4** Any Provider articles or publications that result from information gathered through use of State or Federal funds, must acknowledge receipt of that support from the MDHHS and/or the appropriate Federal agencies, and/or CMHSP.
- 2.23.4.1** Applicable to Substance Use Disorder Providers only: The Federal awarding agency, Substance Use Disorder and Mental Health Services Administration/Department of Health and Human Services (SAMHSA/DHHS), reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and (b) any rights of copyright to which a grantee, sub-grantee or a contactor purchases ownership with grant support.
- 2.23.5** This Agreement shall be construed according to the laws of the State of Michigan as to the interpretation, construction and performance.
- 2.23.6** CMHSP and the Provider agree that the venue for the bringing of any legal or equitable action under this Agreement shall be established in accordance to the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any legal action is brought under this Agreement in Federal Court, the venue for such legal action shall be the Federal Judicial District of Michigan, Western District, Southern Division.
- 2.23.7** When providing Supports/Services under this Agreement, the Provider, its officers, employees, servants, and agents shall abide by all applicable provisions and requirements for Supports/Services as set forth in the MMHC, the MDHHS Rules, Medicaid and Medicare Regulations, the MDHHS/CMHSP Master Contract for General Funds, the MDHHS/PIHP Master Contract, the PIHP/CMHSP Subcontract and in policies, procedures, standards, and guidelines established by CMHSP and LRE.
- 2.23.8** The Provider, its principals, officers, employees, contracted and subcontracted providers, servants and agents are subject to and shall comply with all the applicable requirements of CMHSP's Compliance Program Plan, as annually approved by CMHSP's Board. Failure to do so will result in remediation action and/or termination of this Agreement for material breach of this Agreement.
- 2.23.9** The Provider shall comply under this Agreement with the applicable requirements of the Balanced Budget Act of 1997 (BBA), as amended, and the regulations promulgated thereunder, federal regulations, and standards of the Concurrent 1915 (b) and 1915 (c) Programs and the Healthy Michigan Section 1115 Demonstration.
- 2.23.10** The Provider shall abide by and post a copy of the Whistleblower's Protection Act (Act 469 of the Public Acts of 1980) in a conspicuous place at its service location(s) and its headquarters.
- 2.23.11** The Provider shall comply with the Anti-Lobbying Act, 31 USC 1352 as revised by the Lobbying Disclosure Act of 1995, 2 USC 1601 Et. seq., and Section 503 of the Departments of Labor, Health and Human Services and Education, and Related Agencies Appropriations Act (Public Law 104-208). Further, the Provider shall require that the language of this assurance be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- 2.23.12** The Provider shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401 Et. seq.) and the Federal Water Pollution Control Act, as amended (33 USC 1251 Et. seq.).
- 2.23.13** If any laws or administrative rules or regulations that become effective after the date of the execution of this Agreement substantially change the nature and conditions of this Agreement, they shall be binding to the parties, but the parties retain the right to

exercise any remedies available to them by law or by any other provisions of this Agreement.

2.23.14 The Provider shall comply with the Hatch Political Activity Act, 5 USC 1501-1508, and Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Service Reform Act, P. L. 95-454, 42 USC 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.

2.23.15 Assurance is hereby given to CMHSP that the Provider will comply with Public Law 103-227, also known as the Pro-Children Act of 1994, 20 USC 6081 Et. seq., which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, 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 law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law 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 Women, Infants, and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The Provider also assures that this language will be included in any sub-awards that contain provisions for children's services.

The Provider also assures, in addition to compliance with Public Law 103-227, any service or activity funded in whole or in part through this Agreement 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 the Provider. If activities or services are delivered in residential facilities or in facilities or areas that are not under the control of the Provider (e.g., a mall, residential facilities or private residence, restaurant or private work site), the activities or services shall be smoke free.

2.23.16 Provider agrees to comply with all applicable federal and state laws including, but not limited to the following

- a. Davis-Bacon Act (40 USC 276a to a-7).
- b. Contract Work Hours and Safety Standards (40 USC 327-333).
- c. Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR Part 401.
- d. Contracts of Public Servants with Public Entities, 1973 PA 317, as amended; and Standards of Conduct for Public Officers and Employees, 1973 PA 196, as amended.
- e. The Drug Free Workplace Act of 1988, 34 CFR Part 85, Subpart F.
- f. Deficit Reduction Act (DRA) of 2005, PL 109-17, section 6032 codified at Section 1902(a) (68) of Title XIX (Social Security Act) requires Employee Education About False Claims Recovery.
- g. Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1973, and the Americans with Disabilities Act, PL 101-336 (42 USC 12101 Et. seq.)
- h. The Elliot Larsen Civil Rights Act, 1976 PA 453, as amended; the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended; and, Section 504 of the

Federal Rehabilitation Act. Any breach of these Acts may be considered a material breach of this contract.

- i. HIPAA/HITECH Omnibus Rule, 42 USC 1320a-7b(b), prohibiting knowing and willful solicitation, receipt, offer, or payment of remuneration in return for referring a customer or services under a Federal Health program; and 42 USC 1395nn, as implemented by 42 CFR 411 and 424, relating to self-referrals by physicians.
- j. Federal False Claims Act, 31 USC §§ 3729 – 3733
- k. Michigan Medicaid False Claim Act, MCL 400.601 Et. seq.
- l. Michigan Social Welfare Act, MCL 400.111d
- m. Charitable Choice Regulations. To ensure compliance with Federal Regulation 45 CFR Parts 54 and 96, regarding Charitable Choice regulations in the use of Substance Abuse Prevention and Treatment (SAPT) block grant funds with application to both substance use disorder prevention and Substance Use Disorder Treatment Providers/Programs. Accordingly, if the Provider identifies itself to CMHSP as a faith-based provider, it agrees:
 - i. To be identified by CMHSP as a religious or faith-based organization.
 - ii. To ensure that an Individual who objects to the religious character of the Provider's program(s) has a right to notice, referral, and alternative services which meet standards of timeliness, capacity, accessibility, and equivalency.
 - iii. To abide by all other requirements of the Federal regulations, including an exclusion of the use of Federal funds for inherently religious activities and a prohibition against discriminating against a program participant on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice.
 - iv. To notify CMHSP, on an annual basis, regarding the number of Individuals who choose to be referred to an alternative service because they object to the religious character of the Provider's program.

2.23.18 The Provider will comply with Protection of Human Subjects Act, 45 CFR, Part 46, subpart A, sections 46.101-124 and HIPAA.

2.23.19 In addition, the PIHP's Substance Use Disorder service delivery system shall comply with:

- a. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- b. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- c. §§523 and 527 of the Public Health Service Act of 1912 (42 USC §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- d. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
- e. The requirements of any other nondiscrimination statute(s) which may apply to the application.

2.23.20 In performing its duties and responsibilities under this Agreement, the Provider shall comply with all applicable federal and State laws, rules and regulations prohibiting discrimination.

2.23.21 The Provider shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race,

color, religion, national origin, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position, as required pursuant to: the Elliott Larsen Civil Rights Act of 1976 PA 453, as amended; the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended; and Section 504 of the Federal Rehabilitation Act 1973, P.L. 93-112.

2.23.22 The Provider shall comply with the provisions of the Michigan Persons With Disabilities Civil Rights Act of 1976 PA 220, as amended, and Section 504 of the Federal Rehabilitation Act of 1973 P.L. 93-112, 87 Stat 394, as amended.

2.23.23 The Provider shall comply with MCL 15.342 Public Officer or Employee prohibited conduct, the Americans with Disabilities Act of 1990 (ADA), P.L. 101-336, 104 Stat 328 (42 USCA S 12101 Et. seq.), as amended; the Age Discrimination Act of 1973; the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964; and Title IX of the Education Amendments of 1972.

2.23.24 The Provider shall not refuse to treat nor will it discriminate in the treatment of any patient or referral, under this Agreement, based on the individual's source of payment for services, or on the basis of age, sex, height, weight, marital status, arrest record, race, creed, handicap, color, national origin or ancestry, religion, political affiliation or beliefs, or involuntary patient status.

2.23.25 The Provider shall comply with the: Title VI of the Civil Rights Act of 1964 (42 USC 2000 D Et. seq.) and Office of Civil Rights Policy Guidance on the Title IV Prohibition Against Discrimination as it Affects Persons with Limited English Proficiency; Title IX of the Education Amendment of 1972, as amended (20 USC 1681-1683; and 1685-1686) and the regulations of the U. S. Department of Health and Human Services issued thereunder (45 CFR, Part 80, 84, 86 and 91).

2.23.26 Any breach of this section shall be regarded as a material breach of this Agreement and may be a cause for termination thereof by CMHSP.

2.24 Coordinating with Health Care Providers

The Provider must assure that mental health and substance use disorder treatment services are coordinated with primary health care. Treatment case files must include, at minimum, the primary care physician's name and address, a signed waiver release of information for purposes of coordination, or a statement that the Individual has refused to sign this waiver. Coordination of care is also recommended with any other health care providers, agencies, natural or community support as specified in the Individual's Treatment Plan/Individual Plan of Service.

2.25 Service to Individuals Out of County

When the Provider assumes responsibility for serving an Individual from outside CMHSP service area through a contractual agreement (County of Financial Responsibility "COFR") the Provider retains responsibility for meeting the service needs of that person until (1) the responsibility is expressly and knowingly assumed by CMHSP, or (2) the Individual served expressly relocates to another state or service area by choice.

2.26 Collaboration and Joint Planning

Provider agrees:

2.26.1 To assist the LRE and CMHSP with the planning and management of the system of care. The goal of this partnership is to assure quality services to Individuals, assure timely and proactive decision making, and to enhance community involvement in the system of care.

2.26.2 To assist in the design and implementation of a services system that is responsive to Individual's needs.

2.26.3 To engage with CMHSP in ongoing Quality Improvement (QI) processes by being an active participant in systemic QI projects for clinical and cultural process improvements, engaging in training opportunities to develop clinical and cultural competencies, and to support efforts to move CMHSP system forward in providing culturally competent, evidence-based, effective services to all Individuals.

2.27 Event Notifications

In addition to other reporting requirements outlined in this contract, the Provider shall immediately notify CMHSP of the following events:

2.27.1 Any death that occurs as a result of suspected staff member action or inaction, or any death that is the subject of a Recipient Rights, licensing or police investigation. This report shall be submitted electronically to CMHSP within 24 hours of either the death, Provider's receipt of notification of the death, or Provider's receipt of notification that a rights, licensing, and/or police investigation has commenced. CMHSP shall notify the LRE consistent with its contract requirements. The Provider shall include the following information to the CMHSP:

2.27.1.1 Name of beneficiary.

2.27.1.2 Beneficiary ID number (Medicaid, MIChild).

2.27.1.3 Customer ID (CONID) if there is no beneficiary ID number.

2.27.1.4 Date, time and place of death (if a licensed foster care facility, include the license #).

2.27.1.5 Preliminary cause of death.

2.27.1.6 Contact person's name and e-mail address.

2.27.2 Relocation of an Individual's placement due to licensing issues.

2.27.3 An occurrence that requires the relocation of Provider or Provider service site, governance, or administrative operation for more than 24 hours.

2.27.4 The conviction of Provider or a Provider staff member for any offense related to the performance of their job duties or responsibilities.

2.27.5 Except for deaths, notification of the remaining events shall be made telephonically or other forms of communication within two (2) business days to CMHSP who shall then immediately provide notice to LRE.

2.28 Critical Incidents

Provider shall cooperate with CMHSP's preparation and filing reports of critical incidents, as defined in the MDHHS/PIHP Master Contract and includes the following components:

2.28.1 CMHSP determination whether critical incidents are sentinel events.

2.28.2 Following identification as a sentinel event, CMHSP must ensure that a root cause analysis or investigation takes place.

2.28.3 Based on the outcome of the analysis or investigation, CMHSP must ensure that a plan of action is developed and implemented to prevent further occurrence of the sentinel event. The plan must identify who is responsible for implementing the plan, and how implementation will be monitored. Alternatively, the Provider may prepare a rationale for not pursuing a preventive plan.

2.28.4 CMHSP is responsible for the above processes. Provider will cooperate fully with sentinel event determinations, root cause analysis investigations, and implementation of corrective action plans to prevent further sentinel events.

2.28.5 Provider shall report any incidents and Sentinel Events (as defined herein and by the CMHSP's Recipient Rights/Confidentiality Procedures, as incorporated herein by reference) involving the Individual(s) immediately upon receipt to CMHSP's CEO or the CEO's designated representative and as appropriate to the applicable licensing MDHHS or agency of the State of Michigan (Adult and Children Protective Services Divisions), law enforcement, and other public agencies, as required by law. Provider agrees to allow individuals who properly identify themselves as representatives of

Michigan Protection and Advocacy Services access during reasonable hours to applicable premises, the recipient of Supports/Services, and service records in compliance with Section 748(7) and Section 931 of the MMHC. Provider shall provide CMHSP's Recipient Rights Officer with copies of all investigative reports and summary reports involving the Individuals.

2.28.6 For purposes of the MDHHS/PIHP Master Contract and the MDHHS/CMHSP Master Contract for General Funds, CMHSP, the federal government, the State of Michigan, or designated representatives, shall be allowed to inspect, review, copy, and/or audit all financial records and license, accreditation, certification, and program reports of Provider and to review all clinical records of Provider pertaining to performance of this Agreement, to the full extent permitted by applicable federal and state law. All financial, administrative, and clinical records pertaining to this Agreement must be retained according to the retention schedules in place by DTMB's General Schedule #20 at: http://michigan.gov/dmb/0,4568,7-150-9141_21738_31548-56101--,00.html unless these records are transferred to a successor organization or as otherwise directed in writing by MDHHS.

2.28.7 Any breach of this section shall be regarded as a material breach of this Agreement and may be a cause for termination thereof by CMHSP.

2.29 Individual Plan of Service

Provider, pursuant to this Agreement, shall establish and maintain a comprehensive individual service record system consistent with the provisions of the MDHHS Medical Services Administration (MSA) Policy Bulletins and appropriate State and federal statutes. Provider shall maintain on file during the term of this Agreement a current copy of the Individual Plan of Service ("IPOS") of each Customer placed with Provider to receive services hereunder.

2.30 Standard Consent Form

Provider shall honor, accept and use MDHHS Behavioral Health Standard Consent Form for the sharing of all non-electronic behavioral health and SUD information, in accordance with 2014 PA 129. No other consent forms may be used for such purposes. The Standard Consent Form must not be used for electronic health information exchange. Provider shall adhere to the written policy of CMHSP regarding the use, acceptance and honoring of the Standard Consent Form created by MDHHS under 2014 PA 129.

2.31 Transporting Individual(s).

Provider shall permit only responsible staff with an appropriate valid driver's license, as required by State law, to operate motor vehicles while transporting Individual(s) hereunder. Provider shall have policies and procedures in place to ensure safe transportation of Individual(s) receiving Supports/Services.

SECTION THREE STANDARD CONTRACT PROVISIONS

3.1 **Non-Exclusivity.**

This Agreement is not exclusive and nothing contained within shall be construed to restrict the right of either party to enter into other similar contracts.

3.2 **Amendment.**

The contract and its referenced attachments are intended by the parties to constitute the entire and integrated understanding between them. The contract may be modified only by written amendment. No oral amendments can be made to this contract.

3.3 **Delegation.**

The provisions of the Balanced Budget Act (hereinafter BBA) of 1997, allow states to establish Medicaid beneficiary protections in areas such as quality assurance, grievance rights, and customer service.

3.3.1 CMHSP is required by contract to oversee and be accountable for any administrative function or responsibility that it delegates to any subcontractor. 42 CFR 438.230 (a)(1).

3.3.2 CMHSP is required to provide for the revoking of delegation or the imposition of other sanctions if its subcontractor's performance is inadequate. 42 CFR 438.230(B)(ii).

3.3.3 LRE and CMHSP may conduct periodic formal scheduled reviews of Provider's activities. The Site Review will include monitoring of administrative functions delegated to the Provider. The quality audit will include monitoring of administrative functions delegated to the Provider as described in **Attachment D: Contract Monitoring**, if applicable.

3.3.4 Unsatisfactory performance, lack of response, failure to submit a plan of correction within required timeframes, and/or discovery of significant risks may result in CMHSP application of a sanction or termination of the contract.

3.4 **Attachments.**

Attachments to this Agreement are referenced below, are attached, and are incorporated into this Agreement and do not require individual signatures.

3.4.1 Attachment A: Service Descriptions

3.4.2 Attachment B: Codes and Rates

3.4.3 Attachment C: Insurance Requirements

3.4.4 Attachment D: Contract Monitoring

3.4.5 Attachment E-1: Recipient Rights for Mental Health

3.4.6 Attachment E-2: Recipient Rights for Substance Use Disorders

3.4.7 Attachment F: Performance Indicators

3.4.8 Attachment G: Conflict of Interest Form (**See Network Application Packet**)

3.4.9 Attachment H: Delegated Functions

3.4.10 Attachment I: Training Requirements

3.4.11 Attachment J: Provider Network Application Packet is in Provider's HealthWest file.

3.4.12 SUD/Mental Health Provider Manual/Policies/Best Practice Guidelines

- Allegan: www.accmhs.org
- HealthWest (Muskegon) www.healthwest.net
- Network180: <https://provider.network180.org>
- CMH of Ottawa County: www.miottawa.org
- West Michigan CMH Provider Manual: <http://www.lsre.org/provider-network>

3.5 Notice Provision.

3.5.1 It is agreed that written communication and/or notification pursuant to this Agreement shall be deemed to have been duly given if delivered or mailed, postage prepaid, to the respective party as follows:

Person/Title: XXXX XXXX, Network Manager	Person/Title:
CMHSP HealthWest	Contractor:
Address: 376 E. Apple Avenue	Address:
City/State/Zip: Muskegon, MI 49442	City/State/Zip:
Fax #: 231-724-6074	Fax #:
E-mail: XXX.XXX@healthwest.net	E-mail:

3.5.2 These are the contact people who will be notified of termination, breach, or any other significant issues. If one of these contact people changes, that party must inform the other.

3.5.3 Written communication is required for notice of termination, breach and/or other significant issues (e.g., investigations by Federal or State authorities, Protection and Advocacy, etc.).

3.6 Assignment.

Neither this Agreement nor any part of it shall be assigned, delegated, or subcontracted by Provider without the prior written approval of CMHSP. This does not include Providers whose staff are independent contractors. Any subcontracts then must be consistent with the provisions of this contract.

3.7 Indemnification.

3.7.1 All liability, loss or damage as a result of claims, demands, costs or judgment arising out of activities to be carried out pursuant to the obligations of Provider under this contract shall be the responsibility of Provider, and not the responsibility of CMHSP, if the liability, loss or damages caused by, or arises out of, the actions or failure to act on the part of any Provider, its employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity Provider or employees have as provided by statute or modified by court decisions. Provider agrees to hold harmless and indemnify CMHSP from and against all loss, liability, or expense that may be incurred including reasonable attorney fees and costs by reason of any claim arising out of or in connection with Provider's work.

3.7.2 All liability, loss, or damage as a result of claims, demands, costs, or judgment arising out of activities to be carried out pursuant to the obligations of CMHSP under this contract shall be the responsibility of CMHSP, and not the responsibility of Provider, if the liability, loss or damages caused by, or arises out of, the actions or failure to act on the part of any CMHSP, its employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity CMHSP or employees have as provided by statute or modified by court decisions.

3.8 Governing Law.

This Agreement shall be governed by and enforced in accordance with the laws of the State of Michigan. If any action is filed, it shall be in the court for the county of the primary administrative location of CMHSP or if in Federal Court, it shall be in the Southern Division of the Western District.

3.9 Dispute Resolution.

- 3.9.1** Issues between Provider and CMHSP involving contractual terms will be addressed by their respective designated representatives utilizing CMHSP dispute resolution process. All decisions to authorize, continue, or discontinue CMHSP payments for services to Individuals will be those of CMHSP's Executive Director or designee. If disputes as to essential terms of this contract are not resolved by the Executive Director or designee for CMHSP, these issues will be referred for dispute resolution to the Governing Board of CMHSP and Provider's governing body per CMHSP dispute resolution policies. If the disputes cannot be resolved, either party may seek any available legal and/or equitable remedy.
- 3.9.2** Disputes that cannot be resolved between CMHSP and the Provider shall be reviewed by LRE consistent with LRE Claims/Appeals Policy.

3.10 Severability.

If any provision of the contract is deemed to be invalid or unenforceable by a Court, this contract shall be considered severable as to such provision and such provisions shall be inoperative. The remaining provisions of this contract, however, shall be valid and binding.

3.11 Termination of Contract, Service(s), or Program(s).

- 3.11.1 Funding Contingency:** This contract obligation is contingent upon the availability of sufficient funding. In the event that circumstances occur that are not reasonably foreseeable, or are beyond the control of the parties, that reduces or otherwise interferes with the ability of CMHSP to provide or maintain services or operational procedures for its service area, CMHSP shall give immediate notice to Provider if it would result in any reduction of funding upon which this contract is contingent. In such an event, either party may terminate this contract, service(s), or program(s) as provided in this section or as otherwise mutually agreed to by the parties.
- 3.11.2** This contract, service(s), or program(s) may be terminated or not renewed by either party without cause with thirty (30) calendar days written notification to the other party unless another date is mutually agreed to, in writing, by both parties.
- 3.11.3** This contract, service(s), or program(s) may be terminated at the sole discretion of CMHSP with written notification to the Provider for any of the following reasons:
- 3.11.3.1** Reduction in funding
 - 3.11.3.2** Material breach of the contract by Provider.
 - 3.11.3.3** CMHSP determines or has reason to believe that the health, safety, or welfare of an Individual is jeopardized by continuation of the contract. (The participant will be immediately transferred to a new provider by CMHSP.)
 - 3.11.3.4** The Provider commits any fraud or misrepresentation relating to the services performed under this contract.
- 3.11.4** Should this entire contract, service(s), or a program(s) covered by it, be terminated or not renewed by either party, CMHSP and the Provider agree to participate in the development of a written transition plan within ten (10) days of notice of termination or non-renewal of contract.
- 3.11.4.1** The transition plan shall specify all financial obligations known to both parties at the time of termination.
 - 3.11.4.2** The transition plan shall specify each party's responsibilities with dates of completion. In the event a date of completion cannot be met by either party, notification shall be provided in writing to the designee identified in the plan prior to the identified due date.
 - 3.11.4.3** The transition plan shall specify responsibility and dates of completion to transfer possession of relevant clinical documents, billing information for

each Individual and all medications, personal funds, and personal property of the Individual.

- 3.11.4.4** During the transition period, the Provider shall not be released from any obligation to provide continuing medically necessary services to an Individual until the responsibility for the Individual's services can be transferred to another Provider. CMHSP shall make payments to the Provider for such covered services in accordance with the terms of the contract.
- 3.11.4.5** The Provider shall provide written termination notice within 15 business days of terminating to each Individual who is an open case receiving service from the Provider.
- 3.11.4.6** The Provider shall discuss with the Individual and provide written notice of transfer of services to another provider if it is determined the Individual has not met all the goals for discharge and still medically needs continued treatment.
- 3.11.4.7** The Provider shall ensure written notice of termination is documented in the case record.
- 3.11.4.8** The Provider shall provide proof of the written notices given to Individuals as a result of contract termination to the CMHSP contract manager.
- 3.11.5** The Provider shall not be released from any obligation to provide medically necessary services to an Individual until the responsibility for the Individual's services can be transferred to another Provider. Provider's responsibility shall continue for a period of not less than 30 days or a date agreed upon in writing by the parties. In emergent situations potentially impacting placement, the Provider shall notify and coordinate care with the CMHSP.
- 3.11.6** Any termination of this contract, service(s), or program(s) shall not relieve either party of the obligations incurred prior to the effective date of such termination.

3.12 Contracting Parties.

The entities named on the cover page of this Agreement are the contracting parties. MDHHS is not a party to this Agreement.

3.13 Waivers.

- 3.13.1** No failure or delay on the part of either of the parties to this Agreement 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 further exercise of any other right, power or privilege.
- 3.13.2** In no event shall the making by CMHSP of any payment to Provider constitute or be construed as a waiver by CMHSP of any breach of this Agreement, or any default which may then exist, on the part of Provider, and the making of any such payment by CMHSP while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to CMHSP in respect to such breach or default.

3.14 Binding Effect.

This Agreement shall be binding upon CMHSP and the Provider and their respective successors and permitted assigns.

3.15 Provider Subcontracts.

- 3.15.1** If Provider, with CMHSP's prior consent, subcontracts any Supports/Services required of Provider under this Agreement, any such subcontract shall:
 - 3.15.1.1** Be in writing and include a full specification of the subcontracted Supports/Services;

- 3.15.1.2 Contain a provision stating that this Agreement is incorporated by reference into the subcontract and made a part thereof; and
 - 3.15.1.3 Contain a provision stating that the subcontract is subject to the terms and conditions of this Agreement. Any such subcontract shall not terminate the legal responsibility of the Provider to assure that Supports/Services required of the Provider hereunder are fulfilled.
- 3.15.2 Prior to the execution of any such subcontract, the Provider shall furnish CMHSP with notice verifying that:
 - 3.15.2.1 The subcontractor and its professional staff, if any, maintain all approvals, licenses, certifications, registrations, accreditations, and authorizations required by federal, state and local laws, ordinances, rules and regulations to perform the subcontracted Supports/Services for Customers.
 - 3.15.2.2 The subcontractor is not listed by a MDHHS or agency of the federal government or the State of Michigan as being suspended from participation in Medicaid or Medicare Programs;
 - 3.15.2.3 **The subcontractor is not listed by a MDHHS or agency of the State of Michigan in its registry for unfair labor practices;**
 - 3.15.2.4 The subcontractor is not listed by the U.S. General Services Administration in its "Excluded Parties List" as to federal funding;
 - 3.15.2.5 The subcontractor maintains workers' compensation and unemployment insurance coverage for its employees; and
 - 3.15.2.6 The subcontractor maintains liability insurance coverages required by CMHSP for the Supports/Services. The Provider shall immediately notify CMHSP, in writing, if, subsequent to execution of any such subcontract, the Provider discovers that any of the above cited verifications are no longer true.
- 3.15.3 Any subcontractor shall ensure, as applicable, that its professional staff, if any, meet CMHSP's credentialing and privileging requirements, including privileging and competency standards and/or that its non-professional staff meets the CMHSP's requirements for qualifications and competency standards, necessary to perform the subcontracted Supports/Services.

3.16 Disregarding Titles.

The titles of the sections in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

3.17 Completeness of the Agreement.

This Agreement, the attached Exhibits, and the additional and supplementary documents incorporated herein by specific reference contain all the terms and conditions agreed upon by CMHSP and Provider and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity to bind either CMHSP or Provider.

3.18 Certification of Authority to Sign the Agreement.

The persons signing this Agreement on behalf of the parties hereto certify by said signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties. This Agreement shall be deemed executed, valid, enforceable and binding upon the parties once signed in handwriting or by any electronic means, and may be delivered by facsimile or electronic transmission.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully executed this Agreement on the day and the year first above written.

FOR: HEALTHWEST

FOR: NAME

By: _____
Signature

By: _____
Signature

Name: Julia B. Rupp
Please Print

Name: _____
Please Print

Its: Executive Director

Its: Click or tap here to enter text.

Date: _____

Date: _____

LAKESHORE REGIONAL ENTITY
Outpatient Substance Use Disorder Treatment

1. Definition or Description of Service

- a. Adult outpatient treatment is designed to provide face-to-face individual and/or group treatment for substance use disorders and co-occurring disorders. When delivered with intentional cultural sensitivity and competence, outpatient services are adaptable in content, approach and setting to meet the unique needs of particular target populations, such as adolescents, Native Americans, Latinos, African-Americans, persons with co-occurring mental illnesses, persons involved in the Criminal Justice system, Gay/Lesbian/Bi-Sexual/Transgendered individuals, and other unique populations
- b. [Michigan's Substance Abuse Program Licensing Rule 102](#) defines Outpatient care as "scheduled, periodic care, including diagnosis and therapy, in a nonresidential setting. Correctional institutions are considered nonresidential settings." ASAM (2013, pp 184, 198) recognizes two levels of outpatient care:
 - i. **Level 1 – Outpatient** – “Level 1 encompasses organized outpatient treatment services, which may be delivered in a wide variety of settings. In Level 1 services, addiction, mental health treatment, or general health care personnel, including addiction-credentialed physicians, provide professionally directed screening, evaluation, treatment and ongoing recovery and disease management services. Such services are provided in regularly scheduled sessions of (usually) fewer than nine contact hours a week for adults and fewer than six hours for adolescents. The services follow a defined set of policies and procedures or clinical protocols”.
 - ii. **Level 2.1 – Intensive Outpatient Services** – “Intensive Outpatient Programs (IOP) generally provide 9-19 hours of structured programming per week for adults and 6-19 hours for adolescents, consisting primarily of counseling and education about addiction-related and mental health problems. The patient’s needs for psychiatric and medical service are addressed through consultation and referral arrangements if the patient is stable and requires only maintenance monitoring. (Services provided outside the primary program must be tightly coordinated).”
- c. While an agency/program license may not be required for services provided by licensed health professionals operating within their scope of practice, funding rules may require services to be provided by an appropriately licensed program.

2. Practice Principles

- a. Outpatient services may be used as an initial clinical effort to address an emerging substance use disorder, or to provide continuing care for someone in a more stable phase of their illness, or even to provide ongoing clinical monitoring for a person in recovery at predefined intervals (e.g., checkup visits). Services are designed to treat the individual’s level of problem severity, assist in achieving permanent changes in substance use, and improve mental functioning, by addressing personal lifestyles, attitudes and behaviors that can interfere with the accomplishment of treatment goals.
- b. Outpatient services may be delivered in any appropriate community setting that meets State licensure requirements. Outpatient services may be provided through individual sessions or groups (two or more people). SAMHSA has long cited group therapy as the treatment modality of choice for persons with substance use disorders.
- c. “In clinical practice, group psychotherapy offers individuals suffering from substance abuse disorders the opportunity to see the progression of abuse and dependency in themselves and in others; it also gives them an opportunity to experience their success and the success of other group members in an atmosphere of support and hopefulness. The curative factors associated with group psychotherapy, defined by Yalom, specifically address such issues as the instillation of

hope, the universality experienced by group members as they see themselves in others, the opportunity to develop insight through relationships, and a variety of other concerns specific to the support of substance-abusing clients and their recovery (Yalom, 1995).” (Treatment Improvement Protocol, No. 34. Center for Substance Abuse Treatment, Substance Abuse and Mental Health Services Administration, 1999.)

- d. Providers are expected to leverage group services due to their impact and efficiency. Providers should expect that performance monitoring will be implemented relative to the percentage of funding that is expended on group services vs. individual services, which may lead to specific budget directives in the future.
- e. ASAM Level 1 treatment may serve as the initial intervention and course of treatment for an individual, or may be used as a step-down Level 2.1 Intensive Outpatient treatment or even a more intensive level of care. It may also be used appropriately and effectively to assist an individual who is not ready or willing to commit to a full recovery effort (e.g., in the pre-contemplation or contemplation stage of readiness). With appropriate clinical and ethical safeguards in place, outpatient services may be appropriately delivered through an “outreach” model where clinicians visit with clients in settings outside of an office setting, especially when used to facilitate engagement or to overcome access barriers.
- f. Services should always be provided in a manner that welcomes and engages the individual and/or family, and should vary in length with the severity of the individual’s illness and their response to treatment. Services should always be provided in a manner that matches the stage of readiness for change of the individual in care, and are supported by ongoing evaluation of changing needs and abilities, including needs for referral to alternative or complementary/supplemental services.

3. Other Service Expectations

- a. Individualized treatment planning is required; Person-centered planning is encouraged consistent with CMHSP policy.
- b. Providers are expected to be capable of serving individuals with co-occurring mild/moderate mental illnesses in a program environment that has been developed to be welcoming, recovery-oriented and trauma-informed. Providers are expected to maintain current documentation for the principles used to develop the program environment.
- c. Providers must screen all individuals for the presence of mental health and substance use disorders and provide an integrated assessment. If a referral for consideration of psychiatric medications is warranted, the program is expected to facilitate referrals to a source for these services.
- d. Provide integrated screening, data collection/reporting, assessment, and treatment planning.
- e. Provide services and/or interventions that are stage-matched with ongoing evaluation to meet changing needs and abilities, including referrals to alternative services as needed.
- f. Provider will ensure language interpretation, translation services, and hearing interpreter services are provided as needed and in compliance with [federal Limited English Proficiency rules](#).

4. Credentialing Requirements

- a. The program must hold a current license for outpatient services from Michigan’s office of [Licensing and Regulatory Affairs](#).
- b. Professional staff must have a Master’s degree in an approved field of behavioral health and meet the qualifications of a “Substance Abuse Treatment Practitioner” (SATS) per the [Michigan PIHP/CMHSP Provider Qualifications Chart](#).
- c. Master’s level professional staff must also be credentialed by the [Michigan Certification Board for Addiction Professionals](#) as a CAADC, CADC, CCJP, or CCDP-D (or have a development plan for one of these credentials).

- d. Staff who provide didactic (teaching) interventions within an Intensive Outpatient Program must have a Bachelor's degree and [Michigan Certification Board for Addiction Professionals](#) credential (or have a development plan).
- e. Staff must be supervised by a Master's prepared Clinical Supervisor with a MCBAP certified clinical supervisor certification (or development plan). Please refer to the [Michigan PIHP/CMHSP Provider Qualifications Chart](#) and [MCBAP](#) for a detailed listing of certification options and requirements, including student intern requirements.
- f. Acupuncture may be performed by the following individuals: a) Medical Doctor, b) Doctor of Osteopathy, and c) Registered Acupuncturist. An individual who holds a Certificate of Training in Detoxification Acupuncture as an Acupuncture Detoxification Specialist (ADS) issued by the National Acupuncture Detoxification Association (NADA) and is under the supervision of a person licensed to practice medicine in the state may use the NADA protocol for substance use disorder treatment.
- g. Recovery Supports – The individual completed Recovery Coach Training in compliance with DHHS requirements and is supervised by a Master's prepared clinical supervisor.
- h. As these standards are now being uniformly applied across the LRE region, providers with specific challenges in meeting these requirements with legacy staff should contact their contracting entity to discuss options for compliance

5. Service Requirements

- a. Services provided to program clients must comply with the provisions of [Michigan's Medicaid Manual](#), which incorporates the Healthy Michigan Plan. The information contained in this description are drawn from the April 2016 edition of the manual (starting on page 313 of 1942). Please reference the manual for language. In all cases, the most current language of the Medicaid manual must be followed.
- b. Priority Populations: Providers will prioritize services for the following populations (listed below). Admission time line standards will be met as stated in the contract. For pregnant clients, if a Provider cannot provide services within 24 hours, the individual will be referred back to the CMHSP for referral to an alternative provider.
 - (1) Pregnant Injecting Drug User
 - (2) Pregnant
 - (3) Injecting Drug User
 - (4) Parents at risk of losing their children due to substance use
 - (5) All others
- c. Brief Screening (H0002): This screening is used to determine eligibility for services and admission to an outpatient treatment program. The behavioral health brief screening focuses on initial engagement with the individual and determines what the individual hopes to accomplish in treatment
- d. Treatment Readiness Group (88055): This service is offered as an initial contact to prepare the client for individual or group therapy.
- e. Individual Counseling Service (90832): This service is the traditional and standard 16-37 minute model of face-to-face counseling in an office-based setting.
- f. Individual Counseling Service (90834): This service is the traditional and standard 38-52 minute model of face-to-face counseling in an office-based setting.
- g. Outpatient Outreach Service (TF Modifier): Outpatient services may be delivered on an outreach model basis where the delivery of the outpatient service occurs in the individual's home or a setting of choice when barriers to receiving services in a traditional outpatient setting are present. The rationale for using an outreach model must be documented in the clinical record. Because of the additional expense involved, outpatient outreach services are anticipated to be time-limited with a goal of resolving access barriers and returning to a traditional outpatient setting. The TF payment modifier is to be used with SUD outpatient codes to indicate outreach service.

- h. Extended Group Service (H0005): This service includes a pre-planned combination of two individual (intake and discharge) sessions and a planned number of four-hour long group sessions, and requires prior authorization.
- i. Group Therapy Service (90853): This service is a planned therapeutic interaction between a clinician and a minimum of two individuals. Individuals who meet criteria for Outpatient Services can be referred for group services so long as it is reasonable to expect that they will be able to achieve treatment goals in a group process. Programs are encouraged to use group services for individuals who are able to work within a group setting (share information with others; abide by rules of the group, etc.). Groups that are offered as therapy services must be registered and approved by the CMHSP prior to implementation. The maximum number of individuals permitted for group therapy services is specified on the Request for Outpatient Group Form.
- j. Substance Use Disorder (SUD) Intensive Outpatient Service (H0015): This group service provides nine or more hours per week (six or more hours for adolescents) of structured programming, counseling and education about substance related and mental health problems. SUD Intensive Outpatient Services (IOP), as reported under H0015, must provide a minimum of three hours of group structured programming per day and a minimum of three days per week (six hours or more for adolescents). IOP can also include individual counseling as needed. We will follow ASAM's guidelines on transitional step-downs from IOP when clinically warranted and document in the client's treatment plan: "There are occasions when the patient's progress in the IOP no longer requires nine hours per week of treatment for adults or six hours per week for adolescents but he or she has not yet made enough stable progress to be fully transferred to a Level 1 program. In such cases, less than nine hours per week for adults and six hours per week for adolescents as a transition step down in intensity should be considered as a continuation of the IOP program for one or two weeks. Such continuity allows for a smoother transition to Level 1 to avoid exacerbation and recurrence of signs and symptoms." (The ASAM Criteria (2013), p. 198)
- k. Brief Intervention – Linking, Referring, and Coordinating (SUD-H0050): The requirements for this service are the same as Supports and Service Coordination. Should we copy and paste those here?
- l. Case Management (H0006): This service is for individuals with moderate to severe SUD or for pregnant or post-partum women with an SUD of any severity level. This service, performed in units of 15 minutes or more by a qualified professional, assists a client to access or effectively use health, social, or other supportive human services. Activities may include face-to-face or telephone contacts with or on behalf of a client, service travel connected with a service to a client, external case consultation, and assessment activities.
- m. Acupuncture (97810): This service must be delivered in combination with another approved service and fully documented in the clinical record. The supervising physician needs not be trained in acupuncture nor be present when the procedure is performed. Disposable sterile needles must be used for all acupuncture treatments.
- n. Adult Correctional Services – Additional/Specific Service Requirements
 - (1) It is strongly recommended that services be developed in keeping with TIP 44 and the 2013 ASAM Criteria (p.350ff).
 - (2) Persons served in correctional settings may benefit from a very structured day and/or evening treatment program similar to that of an intensive outpatient program (ASAM Level 2.1). These programs must provide a well-defined curriculum that provides individual and group therapy and homework for individuals to complete on their own time. Family therapy must be offered and provided as indicated and in keeping with the rules of the correctional facility. Therapies provided should focus on evidence based practices, such as cognitive-behavioral therapy, motivational interviewing and other practices, that are found effective with the criminal justice population. Services should

be provided with an eye to ensuring an adequate dose of CBT programming is provided to individuals within correctional settings to ensure positive outcomes and reductions in use and recidivism.

- (3) Clinicians must provide comprehensive bio-psychosocial assessments and individualized treatment plans, which include problem formulation, treatment goals and measurable treatment objectives developed in consultation with the person served.
 - (4) Providers must effectively screen for, assess, and treat patients with complex coexisting substance-related and mental health disorders.
 - (5) Adult corrections-based IOP services must provide three to five hours of structured programming per day, five days per week, consisting of education and treatment related to substance use disorders. The program or curriculum must be evidence-based, targeted to the specific needs of corrections populations and incorporate cognitive behavioral therapy (e.g., using the Thinking for a Change T4C or similar program materials). Provider is expected to maintain specific documentation as to how the program supports the risk-need-responsivity model and addresses criminogenic factors in its services.
 - (6) The duration of treatment should vary with the severity of the individual's illness and his or her response to treatment.
 - (7) Men and women must be treated in separate groups.
 - (8) Provider shall coordinate referrals into the program with the correctional facility and meet with correctional facility personnel, as needed, to coordinate and facilitate care.
 - (9) Provider must coordinate other behavioral health providers who may operate within the correctional facility to ensure that persons served receive the care they need with a minimum of duplication of effort.
 - (10) The correctional facility must assume full responsibility for medical consultation, psychiatric consultation, psychopharmacological consultation, and medication management.
 - (11) Provide aftercare planning and referral services once the individual is released from the correctional facility.
- o. Adolescent Services – Additional/Specific Service Requirements
- (1) Adolescent IOP programs must adhere to the IOP requirements as described above for adults, however the program must be adapted to meet the developmental needs and context of adolescents. The ASAM Criteria includes a recognition of the need for staff to be knowledgeable about adolescents and experienced in engaging them. Treatment plans should be developed using input from family members and others connected to the adolescent's situation (e.g., teachers, foster parents, probation officers, etc.). Programs must offer at least six hours of services per week.
 - (2) Person/family-centered planning is recommended and must individualize care to the client's consumer's age, developmental context, and presenting problem.

6. Training Requirements

- a. See Attachment I: Training Requirements for specific training requirements and frequency of trainings.
- b. Provider will ensure and document that each staff is trained on the individual's plan of services prior to delivery of service.

7. Eligibility Criteria

- a. Individuals served must have a substance use disorder (DSM V) diagnosis.
- b. Individuals served must meet criteria of the most recent ASAM for this service.
- c. Individuals with a co-occurring mental health and substance use disorder are eligible and welcomed into this service.

Billing Codes and Rate Sheet

SUD Outpatient Services

See Rates in the RFP Document on page 5 of 13.

**SERVICE CONTRACT
ATTACHMENT B-1**

Claims Submission Process

1) Contractor Responsibilities:

- a) The Contractor shall submit clean and timely claims for services authorized and rendered under this Agreement. By submitting claims for reimbursement, the Contractor attests that the billed services and corresponding documentation have been completed in compliance with the reimbursement requirements of CMH, the Lakeshore Regional Entity (PIHP), the MDHHS/MDCH, Medicaid, Medicare, and/or third party Payors.
- b) **Eligibility Monitoring:** It is the Contractor's responsibility to monitor and verify funding eligibility for clients receiving services from the Contractor on behalf of CMH. This includes identifying any and all primary Payors. Any changes to a client's funding eligibility or changes in a client's Coordination of Benefits should be reported to CMH in a timely manner.
- c) **Ability to Pay Monitoring:** It is the Contractor's responsibility to verify and calculate the Ability to Pay (ATP) for clients receiving services from the Contractor on behalf of CMH. The client's ATP should be verified/calculated at the onset of services and at least annually thereafter. Additionally, if the client experiences a significant change in financial status, the ATP should be updated.
- d) **Coordination of Benefits:** It is the Contractor's responsibility to identify and seek reimbursement from any and all primary Payors for services being provided on behalf of CMH. This may include, but is not limited to, Medicare, commercial insurance, Ability to Pay, etc. It is the responsibility of the Contractor to ensure that the requirements of all primary Payors are followed. Medicaid is the payor of last resort.
- e) **Clean Claims:** In order to be considered clean claims, the Contractor shall submit claims that are timely, complete, accurate, and ready for processing without obtaining additional information from the Contractor or third party. If Coordination of Benefits is required, evidence that the Contractor billed the primary payor shall be included with the claims.
- f) **Timely Billing:** The Contractor shall submit claims to the CMH in a timely manner.

The Contractor shall bill CMH either monthly or semimonthly. Any alternate billing schedule must be approved, in advance, by CMH.

- i) If Coordination of Benefits is required for a claim, the Contractor shall submit the claim to CMH within 30 days of receipt of the EOB from the third party payor. The claim shall include the third party EOB as evidence that the primary payor was billed.
 - ii) The CMH's fiscal year is October 1 through September 30. At the end of the CMH's fiscal year, all claims for the fiscal year are due to CMH by October 20. Any disputed claims, resubmissions, or claims awaiting Coordination of Benefits must be reported to CMH by November 15. Claims not submitted by these deadlines may be denied.
- g) **Claim Submission Method:** The Contractor shall submit claims via CMH's electronic billing system, Networks.com, or by 837 electronic file. Any alternate methods of billing must be

**SERVICE CONTRACT
ATTACHMENT B-1**

approved, in advance, by CMH. When Coordination of Benefits is required, the third party EOB(s) should be submitted by secure email or fax when the billing batch is submitted to CMH.

- h) **Total Payment:** The Contractor may not bill clients for the difference between the Contractor's charge and the CMH's payment for services. The Contractor shall not seek nor accept additional supplemental payment from the client, his/her family, or representative, for services authorized by the CMH.
- i) **Post-Payment Review:** The Contractor shall provide any relevant information requested by CMH to conduct post-payment review of claims. If services or documentation are identified that are not in compliance with the requirements of CMH, the Lakeshore Regional Entity (PIHP), the MDHHS/MDCH, Medicaid, Medicare, and/or third party payors, payback of funds may be required.

2) CMH Responsibilities:

- a) The CMH shall adjudicate claims in a timely manner. Payment shall be issued for approved claims within thirty (30) days following the receipt of a clean claim from the Contractor.

INSURANCE REQUIREMENTS

The contractor, and any and all of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to County of Muskegon. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIRs are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

1. **Worker's Compensation Insurance**, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. **Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included ; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
3. **Automobile Liability**, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. **Additional Insured**: Commercial General Liability, as described above, shall include an endorsement stating the following shall be ***Additional Insureds***: The County of Muskegon, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the County of Muskegon as additional insured, coverage afforded is considered to be primary and any other insurance the County of Muskegon may have in effect shall be considered secondary and/or excess.
5. **Professional Liability**: The Contractor shall procure and maintain during the life of this contract, Professional Liability insurance in an amount not less than \$1,000,000 per occurrence and aggregate. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract.
6. **Cancellation Notice**: Policies, as described above, shall be endorsed to state the following: It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: (County of Muskegon, Attention: Purchasing, 141 E. Apple Avenue, Muskegon, Michigan 49442).

7. **Proof of Insurance Coverage:** The Contractor shall provide the County of Muskegon at the time the contracts are returned by him/her for execution a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies).

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates, endorsements, and/or policies to County of Muskegon at least ten (10) days prior to the expiration date.

8. **HOLD HARMLESS AGREEMENT:** All contracts must contain the following Hold Harmless Agreement:

To the fullest extent permitted by law, the Vendor shall defend, indemnify, and hold harmless the County, its subsidiaries, departments, divisions, and agencies and their respective officials, officers, directors, employees, and agents from and against any and all liability, litigation, causes of action, and claims, by whomsoever brought or alleged, and regardless of the legal theories upon which based, and from and against all losses, costs, expenses, and fees and expenses of attorneys and expert witnesses resulting therefrom on account of, relating to, or arising out of bodily injury to or death of any person or on account of damage to property, including loss of use thereof, arising or allegedly arising out of or resulting from the work. The foregoing indemnity of the County shall include, but is not limited to, claims alleging or involving the negligence of the Vendor, its subcontractors, or the joint negligence of the Vendor, its subcontractors, and/or the County, but shall not extend to liability found by way of final judgment to have resulted from the sole negligence of the County.

ADDITIONAL INSURED

The CMHSP shall be identified as an Additional Insured as necessary to protect its interests on any insurance policies referenced in the above paragraphs.

EXPIRATION OF POLICY

If, during the term of this Contract, any of the insurance coverages required above expire, otherwise terminate, or change substantially as to scope so as to make it no longer compliant with these requirements, the Provider shall deliver renewal certificates to the CMHSP at least fifteen (15) business days prior to the date of termination or change.

CONTRACT MONITORING/PROVIDER QUALITY REVIEW

1. CMHSP Responsibilities
 - a. CMHSP will assign staff to assure regular monitoring and reporting on the Provider's day-to-day performance, as well as monitoring performance improvement and compliance with all stated requirements.
 - b. CMHSP has the right and authority to investigate alleged or suspected compliance violations by the Provider, a subcontractor or any employee, owner, or governing body member.
 - c. CMHSP will accept the provider quality review completed by the LRE or another CMHSP/PIHP for services provided outside the Region conducted in the same year.

2. Provider Responsibilities
 - a. The Provider agrees to cooperate with the PIHP and/or CMHSP in carrying out contract monitoring responsibilities.
 - b. The Provider agrees to produce requested documents in a timely manner that assist with the monitoring function.
 - c. The Provider shall submit a Plan of Correction to correct any deficiencies noted as a result of site review/audit findings. Plans of correction must specifically address the partial- or non-compliance elements, a date for achieving compliance, and plans to avoid the non-compliance in the future. Any non-compliance past the date approved in the plan of correction may result in sanctions until the non-compliance is corrected. Non-compliance of performance indicators related to case record documentation may result in a return of funds already paid.
 - d. Should the LRE not require a full plan of correction and in the alternative a simple change is all that is needed to correct the situation, the LRE will identify a mutually agreed upon date for correction. Any non-compliance that continues after that date may result in sanctions.
 - e. Examples of non-compliance include not meeting performance indicator goals and not submitting a plan of correction within the required timeframe, not meeting training requirements, and late data submission. This is not intended to be an exhaustive list and is written for example purposes only.
 - f. The Provider may request the PIHP Dispute Resolution Process be initiated.

3. LRE Responsibilities
 - a. LRE shall complete full provider quality review at least every fiscal year at the provider agency.
 - b. LRE shall prepare a report summarizing the finding from the on-site reviews and shall forward a copy of the report to the Provider within thirty (30) days of the completion of the Site Review. This report will be copied the CMHSP Executive Director and any other staff designated by the CMHSP Executive Directors as well as the CMHSP Recipient Rights Directors. Per the MDHHS Reciprocity and Efficiency Policy (MDHHS/PIHP Contract Attachment P7.3.1.1), the LRE will share a copy of the completed provider quality review report with any CMHSP and/or PIHP outside the LRE region when requested.
 - c. LRE has the right and authority to investigate alleged or suspected compliance violations by the Provider, a subcontractor or any employee, owner, or governing body member.

- d. LRE will accept a provider quality review completed by another CMHSP/PIHP for services provided outside the Region conducted in the same fiscal year.
- e. LRE staff will monitor Plans of Correction up to conducting follow-up reviews to verify that action plans have been implemented. Any documentation created as the result of the monitoring of Plans of Correction will be shared with the CMHSP Executive Director and any other staff designated by the CMHSP Executive Directors as well as the CMHSP Recipient Rights Directors.

RECIPIENT RIGHTS

If CONTRACTOR provides services to individuals with a Substance Use Disorder, the CONTRACTOR agrees:

- A. To strictly comply with all Recipient Rights provisions of the Administrative Rules for Substance Abuse Service Programs in Michigan (Public Act 368, 1978 as amended), incorporated into this agreement by reference.
- B. To comply with the procedures established by the Administrative Rules for Substance Abuse Recipient Rights Policy Manual for protecting recipient rights, including the appointment of a program Recipient Rights Advisor who shall be trained by the Coordinating Agency's Regional Rights Consultant.
- C. To maintain a Recipient Rights Complaint log that is available for review by the Coordinating Agency. The log should include complaints received, allegation(s) involved, type of follow-up, and action recommended/taken.
- D. To ensure that Recipient Rights Complaint forms are readily available to recipients in an easily accessible and conspicuous location.
- E. To post copies of the following Recipient Rights Posters in a conspicuous place: a) the "It's Good to Know About Your Rights" poster indicating the Program Rights Advisor's name and telephone number, and the Regional Rights Consultant's name and telephone number; b) the "Rights of Recipients of Substance Abuse Services" poster.
- F. To implement appropriate remedial action for substantiated allegations of rights violations.
- G. To 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 to whom services are being delivered is in jeopardy, CONTRACTOR shall cooperate in the immediate transferring of the recipient(s) to another service provider.
- H. That each staff member of its program shall review recipient rights policies and procedures annually and shall sign a form indicating they understand and agree to abide by the policies and procedures, with a signed copy kept in the staff's personnel file and a signed copy given to the staff.
- I. To strictly comply with CMHSP/Coordinating Agency (CA) mechanisms for recipients/applicants to pursue resolution of complaints regarding services and supports managed and/or delivered by CMHSP/CA. Specifics of these mechanisms (Rights complaints, Medicaid appeals, grievances, DCH Fair Hearings) are set forth in the CMHSP/CA Recipient Grievances and Appeals policy, which is available in the provider manual and is incorporated by reference into the contract.
- J. That no recipient shall be made the subject of any physiological or psychological research unless such individual explicitly agrees in writing to become a subject of such research. Research supported by State funding is subject to review and approval by MDCH/MHSAS Human Subjects Committee. Principal investigators involved in research and evaluation efforts must be identified and approved by the CMHSP. Notification regarding

proposed changes in principal investigators or other key research and evaluation staff shall be given to the CMHSP/CA at least 30 days prior to the change.

- K. All SUD staff shall take the online Recipient Rights training recommended by the State of Michigan SUD Rights Department.

CMHSP reserves the right to terminate this contract for failure to comply with Recipient Rights policies and/or remedial actions if recipient abuse and/or neglect is substantiated, and to remove any recipient placed pursuant to this contract whom the CMHSP deems is in immediate danger at the CONTRACTOR's site.

Performance Indicators:

Area of Compliance	Outcome	Performance Indicator	Benchmark	Responsible to Collect Data	How Often Collected
Supports and Services	The Provider will provide services as defined in the Individual Plan of Service (IPOS).	The Provider will report successful implementation of the planned supports/services as electronically documented in an electronic MIS.	No greater variance than 25%.	Provider	Annually
Quality Management	The Provider will document services provided to individual(s) in a manner that meets Medicaid standards, as monitored by the CMHSP and LRE.	Score achieved in annual Clinical Chart Review.	90% or better	LRE	Annually
MMBPIS	The Provider will demonstrate compliance with the MMBPIS Key Performance Indicators as defined in the MDHHS/PIHP Contract	Refer to the MDHHS/PIHP contract for detailed descriptions of key performance indicator standards	95%	CMHSP	Quarterly
Recipient Rights	The Provider will take appropriate remedial action whenever investigations/reviews conducted by CMHSP Recipient Rights Office or LRE.	Written plan(s) for improvement from reviews or investigations will be submitted within the indicated time frame	100%	CMHSP	Annually
Credentialing Requirements	The Provider will demonstrate qualifications and assurances to perform contracted services.	The Provider will meet all credentialing requirements within 30 calendar days of notice of non-compliance.	100%	CMHSP or LRE	Monthly
Training Requirements	The Provider will meet training requirements	The Provider will meet all training requirements within a two-month period following notice of non-compliance	100%	CMHSP or LRE	Monthly
Financial Management	The Provider will electronically submit clean claims in a timely manner for processing in accordance with the requirements outlined in the MDHHS/PIHP Contract	<ul style="list-style-type: none"> 80% of PROFESSIONAL claims submitted within 60 days, and 90% within 90 days. 60% of INSTITUTIONAL claims submitted within 60 days, and 80% within 90 days. 	See Performance Indicator column	CMHSP and LRE	Monthly

Attachment F

Customer Satisfaction	Individuals receiving the service will report their satisfaction with the services received.	Individuals receiving services will indicate an overall score of "satisfied" or "very satisfied" with the services they have received as evidenced by the results of the completed Customer Satisfaction Survey	85% or greater	CMHSP	Quarterly
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CONFLICT OF INTEREST COMPLIANCE CERTIFICATE

The CMHSP intends to avoid Conflict(s) of interest or the appearance of Conflict(s) of Interest. A Conflict of Interest occurs when an individual puts his or her own personal interests in conflict with CMHSP's interest or creates a situation where the CMHSP is at a disadvantage with its funding agencies, regulators, accrediting bodies, customers, Provider, suppliers or competitors. Thus, the CMHSP reserves the right to determine, at its sole discretion, whether any information received from any source indicates the existence of a Conflict of Interest.

Conflict of Interest means:

1. A Provider, a sub-contractor, any management officials or affiliated business entities of a Provider or sub-contractor; or any employees and agents who will perform services under a proposed or existing contract with CMHSP has one or more personal, business or financial interests or relationships which would cause a reasonable individual with knowledge of the relevant facts to question the integrity or impartiality of those who are or will be acting under a proposed or existing CMHSP contract; or
2. A Provider, a sub-contractor, any management officials or affiliated business entities of a Provider or sub-contractor who will perform services under a proposed or existing contract with CMHSP is an adverse party to a lawsuit with CMHSP; or
3. Any other facts exist which the CMHSP, in its sole discretion, determines may, through performance of a proposed or existing CMHSP contract, provide a Provider or sub-contractor with an unfair competitive advantage which favors the interests of the Provider or sub-contractor or any person with whom the Provider or sub-contractor has or is likely to have a personal or business relationship; or sub-contractor, any management officials or affiliated business entities of a Provider or sub-contractor, or any employees and agents who will perform services under a proposed or existing contract with CMH refers any portion of the services to a family member.

Representations as to Conflicts of Interest:

Answers to the following questions are provided for the Provider or sub-contractor, its officers, directors, any management officials, any persons that own or control you or you own or control; and any employees or agents who will perform services under the contract: You have a conflict of interest when you, any person that owns or controls you, or any entity you own or control answers "yes" to any of the following four (4) questions:

1. Have any such person(s) a personal, business or financial interest or relationships that relate to the services the Provider performs under this contract?

YES NO

2. Has the Contractor been removed from or prohibited from participating in any Federal, State or Local Programs?

YES NO

3. Are any such person(s) a party to litigation against the CMHSP, or represents a party that is?

YES NO

4. Does the Provider make any referrals to family members when performing services under the contract?

YES NO

The Provider or sub-contractor agrees that if it is awarded a contract, throughout the life of the contract, immediate notification will be provided to the CMHSP Contract Manager if at any time a potential or actual conflict of interest becomes known.

The undersigned hereby affirms that: (check one)

The statements above have been read and no conflict of interest exists that would jeopardize the ability of the Contractor or subcontractor to perform under a CMH contract.

A suspected or potential conflict of interest does exist and additional information is attached along with a plan to address the potential conflict of interest.

Signature: _____ Date: _____
Name and Title

Printed Name of Authorized Representative: _____

DELEGATED FUNCTIONS

Delegation Key:

- **Provide Required Information to Individuals:** Provide information such as Information on Consent to Treatment, Recipient Rights, the Appeals and Grievances process, etc.
- **Advance Directives:** offer information to recipients regarding advanced directives.

In the event that the CMHSP assumes responsibility for distribution of this information, Provider will not be required to provide this documentation

Check here if CMHSP is responsible for delegated functions

Service Sub-Contract or Agreement for:	Provide Required Info to Enrollees	Advance Directives
Applied Behavioral Analysis (ABA)	x	
Assertive Community Treatment (ACT)	x	x
Assessment	x	
Behavior Treatment Review		
Children's Waiver	x	
Clinical Services – Speech Hearing & Language, Occupational Therapy, Physical Therapy	x	
Clubhouse	x	
Community Living Supports (CLS)	x	
Crisis Intervention	x	x
Crisis Residential Services	x	x
Direct Prevention	x	
Enhanced Pharmacy		
Family Support and Training	x	
Fiscal Intermediary		
Health Services	x	
Home-Based Services	x	
Housing Assistance		
Intensive Crisis Stabilization	x	
MI/DD Individual-Group-Family-Adult-Child Therapy	x	
Nursing Facility Mental Health Monitoring	x	x
OBRA PAS/SAR	x	
Peer Delivered or Operated Support Services	x	
Personal Care in a Residential Setting	x	
Private Duty Nursing	x	
Psychiatric Services: Medication Administration, Medication Review, Telemedicine	x	
Respite Services	x	
SED Waiver	x	
Skill Building – non-vocational and pre-vocational	x	

Service Sub-Contract or Agreement for:	Provide Required Info to Enrollees	Advance Directives
SUD Community Based Treatment	x	x
SUD Medication Assisted Treatment	x	x
SUD Outpatient Treatment	x	x
SUD Residential Treatment	x	x
SUD Residential Withdrawal Management	x	x
Supported Employment	x	
Supports Coordination	x	x
Targeted Case Management	x	x
Transportation		
Treatment Planning	x	x
Wraparound Services	x	

TRAINING REQUIREMENTS BY SERVICE

	Applied Behavioral Analysis	ACT	Assessment	Behavior Treatment Review	Children's Waiver	Clinical Services –(OT/PT/SLP)	Clubhouse	CLS (Non-Specialized setting)	Crisis Intervention	Crisis Residential	Direct Prevention	Enhanced Pharmacy	Family Support and Training	Fiscal Intermediary	Health Services	Home Based	Housing Assistance	Intensive Crisis Stabilization	Ind. Adult/Family/Group Tx.	Nursing Facility MH Monitor.
1. Advance Directives		X							X	X										X
2a. Behavioral Treatment/Crisis Intervention (MANDT) - Relational		R					R		X	X [±]						R		X		
2b. Behavioral Treatment/Crisis Intervention (MANDT) - Conceptual		R					R			X [±]						R				
2c. Behavioral Treatment/Crisis Intervention (MANDT) - Technical										X ^{*±}										
3. Corporate Compliance	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X	X
4. Cultural Competence	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X		X	X	X
5. Emergency Preparedness										X										
6. Knowledge of First Aid					X			X												
7. First Aid Certification	X									X										
8. CPR Certification					X					X										
9. Grievance and Appeals	X	X	X	X	X	X	X	X	X	X			X		X	X		X	X	X
10. Health & Wellness										X										
11. HIPAA	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X	X
12. Introduction to Human Services										X										
13. Limited English Proficiency (LEP)	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X		X	X	X
14. Medication Series										X										
15. Nutrition & Food Safety										X										
16. Person-Centered Planning & Self-Determination	X	X	X	X	X	X	X	X	X	X						X		X	X	X
17. Recipient Rights	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
18. Standard Precautions	X	X	X		X	X	X	X	X	X	X		X		X	X		X	X	X
19. Trauma Informed Care		X	X	X	X	X	X	X	X	X	X		X		X	X		X	X	X

R Recommended

¥ Adult population only

For Self-Directed Arrangements, please refer to S.D. Agreement

* Waiver from participation in MANDT **Conceptual or Technical** session is available upon request and approval from the contracting CMHSP.

± Waiver from participation in MANDT for Children's Specialized Residential Settings or residential settings where there are multiple payors is available upon request and approval from contracting CMHSP

TRAINING REQUIREMENTS BY SERVICE

	OBRA PAS/SAR	Peer Delivered Services	Personal Care/CLS in Specialized Res. Setting	Private Duty Nursing	Psychiatric Services	Respite	Skill Building	SUD Community Based Tx	SUD Medication Assisted Tx.	SUD Outpatient Tx.	SUD Residential Treatment	SUD Res. Withdrawal Mgmt.	Supported Employment	Supports Coordination	Targeted Case Management	Transportation	Treatment Planning	Wraparound
1. Advance Directives								X	X	X	X	X		X‡	X‡		X	
2a. Behavioral Treatment/Crisis Intervention (MANDT) - Relational			X±					R			R	R		R	R			
2b. Behavioral Treatment/Crisis Intervention (MANDT) - Conceptual			X±					R			R	R		R	R			
2c. Behavioral Treatment/Crisis Intervention (MANDT) - Technical			X±															
3. Corporate Compliance	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
4. Cultural Competence	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
5. Emergency Preparedness			X															
6. Knowledge of First Aid						X	X											
7. First Aid Certification			X															
8. CPR Certification			X															
9. Grievance and Appeals	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
10. Health & Wellness			X															
11. HIPAA	X	X	X	X		X	X	X	X	X	X	X	X	X	X	X	X	X
12. Introduction to Human Services			X															
13. Limited English Proficiency (LEP)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
14. Medication Series			X															
15. Nutrition & Food Safety			X															
16. Person-Centered Planning & Self-Determination		X	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X
17. Recipient Rights	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
18. Standard Precautions	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
19. Trauma Informed Care	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

R Recommended

‡ Adult population only

For Self-Directed Arrangements, please refer to S.D. Agreement

* Waiver from participation in MANDT **Conceptual or Technical** session is available upon request and approval from the contracting CMHSP.

‡ Waiver from participation in MANDT for Children's Specialized Residential Settings or residential settings where there are multiple payors is available upon request and approval from contracting CMHSP

LAKESHORE REGIONAL ENTITY

TRAINING REQUIREMENTS: FREQUENCY AND METHOD

TRAINING	DESCRIPTION	FREQUENCY	WHEN	HOW TO OBTAIN	REQUIREMENT
1. Advance Directives	This training will cover: <ul style="list-style-type: none"> the types of Advance Directives (AD) Why have an AD Who may create an AD The powers of a patient advocate The role of the clinician in AD Where to find additional information about AD 	Initial & Every 2 years	<u>Initial</u> <ul style="list-style-type: none"> ≤ 30 days of hire and prior to working independently with individuals served <u>Ongoing</u> <ul style="list-style-type: none"> Every 2 years 	<u>Initial & Ongoing</u> <ul style="list-style-type: none"> CMH classroom training if available Lakeshore LMS online course (being developed) As otherwise approved by CMH 	<ul style="list-style-type: none"> MDHHS Contract section 6.8.6 on Advance Directives
2a. Behavioral Treatment / Crisis Intervention (MANDT) RELATIONAL	Mandt Relational stresses the importance of building positive, healthy relationships with everyone. Chapters include: <ul style="list-style-type: none"> Healthy Relationships Healthy Communication Healthy Conflict Management 	Initial & Annual	<u>Initial</u> <ul style="list-style-type: none"> < 60 days of hire <u>Ongoing</u> <ul style="list-style-type: none"> As per certification or otherwise required <u>NOTE</u> <ul style="list-style-type: none"> MANDT must be taken sequentially and within a consecutive 2-month period. 	<u>Initial & Ongoing</u> <ul style="list-style-type: none"> classroom training by a certified Mandt trainer 	<ul style="list-style-type: none"> MDHHS Contract Technical Requirement for Behavior Treatment Plan Review Committee. Administrative Rule 330.7001 (z) OSHA Publication 3148-06 R (2016)
2b. Behavioral Treatment / Crisis Intervention (MANDT) CONCEPTUAL	Mandt Conceptual introduces additional information to help how we think about things, people, and situations. Chapters include: <ul style="list-style-type: none"> Trauma Informed Cultures Positive Behavior Interventions and Supports Medical Risk Factors 	Initial & Annual	<u>Initial</u> <ul style="list-style-type: none"> < 60 days of hire <u>Ongoing</u> <ul style="list-style-type: none"> As per certification or otherwise required <u>NOTE</u> <ul style="list-style-type: none"> MANDT must be taken sequentially and within a consecutive 2-month period. 	<u>Initial & Ongoing</u> <ul style="list-style-type: none"> classroom training by a certified Mandt trainer 	<ul style="list-style-type: none"> MDHHS Contract Technical Requirement for Behavior Treatment Plan Review Committee. Administrative Rule 330.7001 (z) OSHA Publication 3148-01 R (2004)

TRAINING	DESCRIPTION	FREQUENCY	WHEN	HOW TO OBTAIN	REQUIREMENT
<p>2c. Behavioral Treatment / Crisis Intervention (MANDT)</p> <p>TECHNICAL</p>	<p>Mandt Technical provides staff with technical physical skills to keep people safe while working with them. Chapters include:</p> <ul style="list-style-type: none"> Assisting Separating Physical Techniques 	Initial & Annual	<p><u>Initial</u></p> <ul style="list-style-type: none"> < 60 days of hire <p><u>Ongoing</u></p> <ul style="list-style-type: none"> As per certification or otherwise required <p><u>NOTE</u></p> <ul style="list-style-type: none"> MANDT must be taken sequentially and within a consecutive 2-month period. 	<p><u>Initial & Ongoing</u></p> <ul style="list-style-type: none"> classroom training by a certified Mandt trainer 	<ul style="list-style-type: none"> MDHHS Contract Technical Requirement for Behavior Treatment Plan Review Committee. Administrative Rule 330.7001 (z) OSHA Publication 3148-01 R (2004)
<p>3. Corporate Compliance</p>	<p>This training will acquaint staff members with the general laws and regulations governing waste, fraud, and abuse, and other compliance issues in both the CMHSP and the provider organization.</p>	Initial & Annual	<p><u>Initial</u></p> <ul style="list-style-type: none"> <60 days of hire <p><u>Ongoing</u></p> <ul style="list-style-type: none"> Annual update 	<p><u>Initial</u></p> <ul style="list-style-type: none"> CMH classroom training if available Lakeshore LMS online course As otherwise approved by CMH <p><u>Ongoing</u></p> <ul style="list-style-type: none"> CMH classroom training if available Lakeshore LMS online course As otherwise approved by CMH 	<ul style="list-style-type: none"> Medicaid Integrity Program (MIP) Section 33 Medicaid False Claims Act of 1977 Michigan False Claims Act, Act 72 of 1977 Deficit Reduction Act of 2005 Affordable Care Act of 2010 CARF 1. A. 7 if applicable Code of Federal Regulations 42 CFR 438 608
<p>4. Cultural Competence</p>	<p>This training will cover: effect of culture and how it affects our perception of life, various aspects of culture, understanding that every individual has the right to receive culturally proficient services, steps in providing culturally responsive services, and realizing that being culturally competent/proficient is a continual process.</p>	Initial & Annual	<p><u>Initial</u></p> <ul style="list-style-type: none"> ≤ 60 days of hire <p><u>Ongoing</u></p> <ul style="list-style-type: none"> Annual update 	<p><u>Initial</u></p> <ul style="list-style-type: none"> CMH Classroom Training if available Lakeshore LMS online course As otherwise approved by CMH <p><u>Ongoing</u></p> <ul style="list-style-type: none"> Lakeshore LMS online course As otherwise approved by CMH 	<ul style="list-style-type: none"> Code of Federal Regulations 42 CFR 438.206(c)(2) Cultural Considerations MDHHS Contract Part II 3.0, Access Assurance Section 3.4.2 on Cultural Competence MDHHS Contract Part I, 15.7 (LEP) CARF 1.1.5 if applicable Medicaid Provider Manual 4.5

TRAINING	DESCRIPTION	FREQUENCY	WHEN	HOW TO OBTAIN	REQUIREMENT
5. Emergency Preparedness	The goal of this course is to provide information that helps increase employee awareness and knowledge of various emergency situations to promote effective response practices. At the completion of this program, participants should be able to: identify risk factors that lead to an emergency situation; implement proper safety and prevention practices; report emergencies promptly to proper authorities; respond to various emergency situations in an effective manner.	Initial	<u>Initial</u> <ul style="list-style-type: none"> ≤ 60 days of hire Staff working independently or as lead workers need to complete all training prior to any direct care assignment 	<u>Initial</u> <ul style="list-style-type: none"> CMH Classroom Training if available Lakeshore LMS online course 	<ul style="list-style-type: none"> R330.1806 R400.14204 (Small Group Homes) R400.15204 (Large Group Home) R400.2122 (Congregate Settings) CARF 1.H.4 if applicable
6. Knowledge of First Aid	This training will provide staff with information about basic first aid action principles and situations requiring first aid.	Initial and 2-year Update	<u>Initial</u> <ul style="list-style-type: none"> ≤ 60 days of hire and prior to working independently with individuals served <u>Ongoing</u> <ul style="list-style-type: none"> Update every 2 years 	<u>Initial & Ongoing</u> <ul style="list-style-type: none"> Lakeshore LMS online course Options as approved by CMH 	<ul style="list-style-type: none"> Medicaid Provider Manual 2.4, 14.5.A, and 15.2.C
7. First Aid Certification	This training will provide staff with certification in basic first aid action principles, situations requiring first aid, and basic first aid skills in areas including: <ul style="list-style-type: none"> Medical Emergencies Injury Emergencies Environmental Emergencies 	Initial and Ongoing	<u>Initial</u> <ul style="list-style-type: none"> Current certification ≤ 60 days of hire and prior to working independently with individuals served <u>Ongoing</u> <ul style="list-style-type: none"> As per certificate 	<u>Initial & Ongoing</u> <ul style="list-style-type: none"> CMH or Community Classroom Training which must include return demonstration Through an American Red Cross, American Heart Association, OR National Safety Council certified trainer which must include return demonstration 	<ul style="list-style-type: none"> R330.1806 (Specialized Residential) R400.14204 (Small Group Homes) R400.15204 (Large Group Home) R400.2122 (Congregate Settings) CARF 3.G.22; 2.F.3.d
8. CPR Certification	This class provides certification in the basics skills for cardio-pulmonary resuscitation for adults and children including checking a conscious or unconscious victim, conscious choking, CPR (30 – 2), unconscious airway obstruction, and automated external defibrillators (AED) as determined by certifying organizations (American Red Cross, American Heart Association, National Safety Council).	Initial and Ongoing	<u>Initial</u> <ul style="list-style-type: none"> Current certification ≤ 60 days of hire and prior to working independently with individuals served <u>Ongoing</u> <ul style="list-style-type: none"> As per certificate 	<u>Initial & Ongoing</u> <ul style="list-style-type: none"> CMH or Community Classroom Training which must include return demonstration Through an American Red Cross, American Heart Association, OR National Safety Council certified trainer which must include return demonstration 	<ul style="list-style-type: none"> Medicaid Provider Manual 14.5.A R330.1806 (Specialized Residential) R400.14204 (Small Group Homes) R400.15204 (Large Group Home) CARF 3.G.22; 2.F.3.d

TRAINING	DESCRIPTION	FREQUENCY	WHEN	HOW TO OBTAIN	REQUIREMENT
9. Grievance & Appeals	This class demonstrates that due process/grievance and appeals are the right of every person seeking or receiving mental health or developmental disability services from a Community Mental Health Service Program or its contracted agencies. All individuals have the right to a fair and efficient process for resolving complaints regarding their services and supports.	Initial and Annual	<u>Initial</u> <ul style="list-style-type: none"> ≤ 30 days of hire and prior to working independently with individuals served <u>Ongoing</u> <ul style="list-style-type: none"> Annual update 	<u>Initial & Ongoing</u> <ul style="list-style-type: none"> LRE classroom training if applicable Options as approved by CMHSP 	<ul style="list-style-type: none"> MDHHS Contract Attachment 6.3.2.1 Lakeshore Regional Entity Policy 6.2
10. Health & Wellness	This course provides staff with the information and skills to work as a health coach. Necessary skills include: promoting wellness, understanding the role of treatment options, monitoring a person's current health status, and responding to changes in healthcare needs.	Initial	<u>Initial</u> <ul style="list-style-type: none"> ≤ 60 days of hire and prior to working independently with individuals served 	<u>Initial</u> <ul style="list-style-type: none"> CMH classroom training if available Lakeshore LMS online hybrid course (both online AND classroom portions) 	<ul style="list-style-type: none"> MCL 330.1806 R400.14204 (Small Group Homes) R400.15204 (Large Group Home) R400.2122 (Congregate Settings)
11. HIPAA	This training will provide staff with information about HIPAA privacy and HIPAA security, confidentiality and informed consent, applying it in appropriate contexts, how to release information legally, when information can be discussed and what information cannot be discussed, HIPAA requirements, and Michigan Mental Health Code requirements.	Initial and Annual	<u>Initial</u> <ul style="list-style-type: none"> ≤ 60 days of hire <u>Ongoing</u> <ul style="list-style-type: none"> Annual update 	<u>Initial & Ongoing</u> <ul style="list-style-type: none"> CMH Classroom Training if available Lakeshore LMS online course As otherwise approved by CMH 	<ul style="list-style-type: none"> Code of Federal Regulations – 45CFR 164.308(a)(5)(i) and 164.530 (b)(1) CARF 1.1.5
12. Introduction to Human Services	This course provides an overview of Developmental Disabilities, Mental Illness, Substance Use Disorders, and provides information about documentation and the role of staff.	Initial	<u>Initial</u> <ul style="list-style-type: none"> ≤ 30 days of hire and prior to working independently with individuals served 	<u>Initial</u> <ul style="list-style-type: none"> Lakeshore LMS online course CMH Classroom Training if available 	<ul style="list-style-type: none"> MCL 330.1806 R400.14204 (Small Group Homes) R400.15204 (Large Group Homes) R400.2122 (Congregate Settings)

TRAINING	DESCRIPTION	FREQUENCY	WHEN	HOW TO OBTAIN	REQUIREMENT
13. Limited English Proficiency (LEP)	This course will provide information on the language assistance entitlements available to individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English.	Initial and Annual	<u>Initial</u> <ul style="list-style-type: none"> ≤ 60 days of hire <u>Ongoing</u> <ul style="list-style-type: none"> Annual update 	<u>Initial</u> <ul style="list-style-type: none"> CMH Classroom Training if available Lakeshore LMS online course As otherwise approved by CMH <u>Ongoing</u> <ul style="list-style-type: none"> Lakeshore LMS online course As otherwise approved by CMH 	<ul style="list-style-type: none"> Code of Federal Regulations 42 CFR 438.206(c)(2) Cultural Considerations MDHHS Contract Part I, 15.7 (LEP) Medicaid Provider Manual 18.1.6 & 6.3.2
14. Medication Series May include: Lakeshore course series that includes online and classroom demo portions (see How to Obtain column) OR Standalone CMH classroom training(s) if available	This training series provides an overview of the rights of medication administration; legal, ethical, and liability considerations of medication administration; commonly prescribed medications for individuals receiving services; special considerations of administering psychotropic and other medications; correct drug routes, dosages; pharmacy labels and physician orders; drug information sheets; possible side effects, possible adverse effects of, and contraindications; transcription of medication orders; medication storage; how to document medication refusal and inability to administer medications as scheduled; how to document medication errors; disposal of discontinued, expired and/or contaminated medications per agency policy and procedure and FDA guidelines. This series provides preliminary information about this topic. Providers will work with staff to build and develop competency.	Initial	<u>Initial</u> <ul style="list-style-type: none"> ≤ 60 days of hire and prior to working independently with individuals served 	<u>Initial</u> <ul style="list-style-type: none"> Lakeshore LMS course series that includes these online AND classroom portions: <ol style="list-style-type: none"> Medications: Types, Uses & Effects (online) Medication Administration & Monitoring (online) Medication & Health Skills Demonstration (classroom) Medication Administration & Monitoring online module MUST be completed BEFORE the classroom Skills Demo. <ul style="list-style-type: none"> Standalone CMH classroom training(s) if available 	<ul style="list-style-type: none"> MCL 330.1806 R400.14204 (Small Group Homes) R400.15204 (Large Group Home) R400.2122 (Congregate Settings)

TRAINING	DESCRIPTION	FREQUENCY	WHEN	HOW TO OBTAIN	REQUIREMENT
15. Nutrition & Food Safety	This course provides staff information so they may: understand the effect of food intake on health and wellness; identify and help people understand healthy food options; recognize and implement menus which encourage healthy meals and snacks based on setting; be able to shop in accordance with dietary and budgetary considerations; describe the link between improper food handling, poor personal hygiene, and food-borne illness; list signs/symptoms of food-borne illness; list criteria for safe food handling, storing, and serving; and, Identify appropriate response to food recalls.	Initial	<u>Initial</u> <ul style="list-style-type: none"> • ≤ 60 days of hire and prior to working independently with individuals served 	<u>Initial</u> <ul style="list-style-type: none"> • CMH classroom training if available • Lakeshore LMS online course 	<ul style="list-style-type: none"> • MCL 330.1806 • R400.14204 (Small Group Homes) • R400.15204 (Large Group Home) • R400.2122 (Congregate Settings)
16. Person-Centered Planning and Self-Determination	This training provides information on the core principles of person-centered planning (PCP), self-determination, and the Individual Plan of Service (IPOS). Emphasis is placed on discovering the preferences of the individuals being served and improving ability to implement the IPOS accordingly; understanding what the person wants to achieve with each goal and objective in his/her IPOS; and understanding that the IPOS is the prescription for the services that staff provide.	Initial & Annual	<u>Initial</u> <ul style="list-style-type: none"> • < 60 days of hire <u>Ongoing</u> <ul style="list-style-type: none"> • Annual update for all staff 	<u>Initial</u> <ul style="list-style-type: none"> • CMH classroom training if available • Lakeshore LMS online course • As otherwise approved by CMH <u>Ongoing</u> <ul style="list-style-type: none"> • As otherwise approved by CMH • Lakeshore LMS online course 	<ul style="list-style-type: none"> • MDHHS contract Part 3.4.1.1.IV.A.4 • Administrative Rule R 330.1700 (G)
17. Recipient Rights	This course will provide a basic understanding of recipient rights and reporting requirements. When a person receives behavioral health services, Michigan's Mental Health Code and other state and federal laws safeguard their rights. Staff are responsible to protect these rights.	Initial & Annual	<u>Initial</u> <ul style="list-style-type: none"> • ≤ 30 days of hire <u>Ongoing</u> <ul style="list-style-type: none"> • Annual update 	<u>Initial</u> <ul style="list-style-type: none"> • CMH classroom training • Options as approved by CMH Office of RR <u>Ongoing</u> <ul style="list-style-type: none"> • CMH classroom training • Options as approved by CMH Office of RR 	<ul style="list-style-type: none"> • MH Code: Sec 330.1755(5)(f)

TRAINING	DESCRIPTION	FREQUENCY	WHEN	HOW TO OBTAIN	REQUIREMENT
18. Standard Precautions	This course provides information on: the epidemiology and symptoms of infectious diseases; how infectious diseases are transmitted; exposure control plans; recognizing what job activities may present a risk for potentially infectious situations; appropriate engineering controls, work practices, and personal protective equipment; an emergency involving blood or other potentially infectious material; appropriate response to an exposure incident including immediate care, documentation, and medical follow up; and, appropriate cleaning and disinfecting following a biohazard incident.	Initial & Annual	<u>Initial</u> <ul style="list-style-type: none"> • Prior to working with individuals served <u>Ongoing</u> <ul style="list-style-type: none"> • Annual update 	<u>Initial & Ongoing</u> <ul style="list-style-type: none"> • CMH Classroom Training if available • Lakeshore LMS online course • OSHA approved Standard Precautions curriculum 	<ul style="list-style-type: none"> • OSHA 1910.1030 • Administrative Rule R325.7000 • Administrative Rule R 325.70016 (7)(a) – specifies initial training and annual retraining • Administrative Rule R330.2807 (10) • CARF 1.H.11.b.
19. Trauma Informed Care	This course addresses the nature of trauma and its effects on people. Being able to provide trauma informed services to individuals receiving services is a crucial skill set for staff. Recognizing that an alarming majority of people receiving services have had trauma in their lives, it is staff's responsibility to work with them in a manner which supports and does not worsen the impact of previous trauma.	Initial & Ongoing	<u>Initial</u> <ul style="list-style-type: none"> • < 6 months of hire <u>Ongoing</u> <ul style="list-style-type: none"> • As identified by MDHHS contract 	<u>Initial</u> <ul style="list-style-type: none"> • CMH classroom training (Mandt Conceptual) • Other CMH classroom training if available • As otherwise approved by CMH <u>Ongoing</u> <ul style="list-style-type: none"> • CMH classroom training (Mandt Conceptual) • Other CMH classroom training if available • As otherwise approved by CMH 	<ul style="list-style-type: none"> • MDHHS/CMHSP Contract Attachment C6.9.9.1

Additionally: If through the Quality Monitoring Review or MDHHS Site Review deficiencies are noted in this area, additional training may be required. • When applicable laws and/or regulations change CMHSP may require a training update

Specialized Res: Staff working independently or as lead workers need to complete all training prior to any direct care assignment.

For Self-Directed Arrangements, please see training requirements documented in the Self-Determination Agreement.