

LAKESHORE REGIONAL ENTITY

**Designated Collaborating Organization Contract Attachment for
Certified Community Behavioral Health Clinic (CCBHC)
(pertains only to contractual relationships with WMCMH and HW)**

All services provided through a CCBHC agreement must be provided consistent with requirements outlined in the MDHHS Medicaid Provider Manual as updated, as well as those outlined below. The manual is available at:

<http://www.mdch.state.mi.us/dch-medicaid/manuals/MedicaidProviderManual.pdf>

A Certified Community Behavioral Health Clinic (“CCBHC”) establishes criteria to improve community behavioral health services funded as part of Medicaid. CMHSP, as a certified CCBHC, is committed to providing integrated and coordinated care across a spectrum of behavioral health and substance use disorder services in a manner that is person- and family-centered, consistent with Section 2402(a) of the Patient Protection and Affordable Care Act (“ACA”) and the criteria set forth in CCBHC criteria, as outlined by the United States Department of Health and Human Services (“HHS”). Whereas, CMHSP seeks to purchase services set forth in Attachment B, and incorporated by reference herein (collectively known as “Services”), and have Provider serve as a Designated Collaborating Organization (“DCO”), the parties agree as follows:

1. Criteria

- a. Person- and Family-Centered Care: Services shall be furnished in a manner that aligns with Section 2402(a) of the ACA, reflecting person- and family centered, recovery-oriented care, being respectful of the individual consumer’s needs, preferences, and values, and ensuring both consumer involvement and self-direction of services received.
- b. Quality Standards: Provider represents that its provision of services rendered under the terms of this agreement shall meet the same quality standards as equivalent services provided by CMHSP, and shall meet standards of care set forth in Attachment A.
- c. Availability of Services: Provider shall ensure that Consumers will not be denied services because of either:
 - (1) Their place of residence or homelessness or lack of a permanent address.
 - (2) Their inability to pay for such services.
- d. Timely Access to Services: Provider shall ensure that Consumers are provided with an appointment within ten (10) business days of the requested date for services. If a Consumer presents to Provider with an emergent or crisis need, Provider shall take immediate action, including ensuring necessary outpatient follow-up care, and ensure that clinical services are provided within one (1) business day of the request.
- e. Cultural Competence: Provide effective, equitable, understandable, and respectful care and services responsive to the diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs of service populations, including but not limited to, LGBTQIA, trauma-informed care, Native Tribal Membership, veterans and active and former members of the armed forces.
- f. Training: Training must be provided either directly by the Provider or through arrangement with CMHSP or other approved partners that addresses:
 - (1) Risk Assessment, suicide prevention and suicide response
 - (2) The Roles of families and peers
 - (3) Information related to military culture, to the extent that Provider furnishes services to active duty military or veterans

- (4) The role of governance, leadership, and the workforce in culturally and linguistically appropriate policies and practices.

2. Recordkeeping, Reporting, and Information Sharing

- a. Provider shall establish and maintain medical records in accordance with standards prescribed by CMHPS in compliance with all applicable privacy and security policies.
- b. On regular intervals, but at least monthly, Provider shall furnish CMHSP with necessary information in the appropriate form for CMHSP to collect, report, and track encounter, outcome, demographic, and quality data, including, but not limited to:
 - (1) National Outcome Measures (NOMS)
 - (2) Infrastructure Development Prevention and Mental Health Prevention (IPP)
 - (3) Treatment Episode Data Set (TEDS)
 - (4) PHQ9
- c. National Outcome Measure (NOMS) data shall be provided to CMHSP upon collection.

3. Billing and Collection of Fees

- a. Provider shall be responsible for collecting any Consumer fees, copayments, coinsurance, or deductibles that are due at the time of service. Services shall not be withheld because of inability to pay the relevant fee or cost-sharing obligation.
- b. Except as the Parties otherwise agree, in writing, Provider shall waive or reduce any Consumer fees, copayments, coinsurance, deductibles, or other cost-sharing obligation, to the extent required by CMHPS/CCBHC's schedule of discounts policy, attached hereto and incorporated by reference.
- c. CMHSP shall collect Consumer's income and other information pertaining to their eligibility status for the schedule of discounts policy. Such information shall be furnished to the Provider on an ongoing basis each Consumer's eligibility status.
- d. Provider shall ensure any Consumer fees or payments required for services will be reduced or waived, in keeping with CMHSP's CCBHC sliding fee discount schedule, to fulfill this assurance.
 - e. Provider agrees to post CMHSP's schedule of discounts in Provider's waiting room in a form readily accessible to Consumers and their families, including languages/formats appropriate for the individuals seeking services who have LEP, as set for in 1.e.3 above.

4. Culturally and Linguistically Appropriate Services (CLAS)

- a. Provider shall establish culturally and linguistically appropriate goals, policies and procedures, and practices that inform and guide planning and operations.
- b. Provider shall take reasonable steps to provide meaningful access to services for Consumers with Limited English Proficiency ("LEP") by:
 - (1) Offering, at no cost to the Consumer, interpretation and translation services that are appropriate and timely, via bilingual providers, onsite translator, language telephone line, or other means.
 - (2) Ensuring auxiliary aids and services are readily available and Americans with Disabilities Act ("ADA") compliant.
 - (3) Ensuring that documents or messages vital to the Consumers ability to access services take into account the Consumer's literacy level and need for alternative formats. Such materials shall be provided timely at intake.
- c. Participating, upon request, in available CMHSP training to promote Cultural and Linguistic Competency.
- d. Partner with CMHSP and other community partners to design, implement, and evaluate policies, practices, and services to enhance cultural and linguistic appropriateness for service population.
- e. Assess and evaluate CLAS-related activities and integrate measures into a program of continuous quality improvement.

- f. Recruit, promote, and support culturally and linguistically diverse staff that are responsive to the population in the service area.

5. Coordination of Care

- a. The parties agree to jointly develop a Care Coordination protocol that shall, at minimum, describe:
 - (1) How timely and orderly referrals will be made.
 - (2) How the parties will track referred consumers and the services they receive.
 - (3) Consumer preferences and needs for care, to the extent possible and in accordance with the consumer's expressed preferences.
 - (4) The process for requesting and transmitting a list of all prescribed medications for shared patients at the commencement of care and each time changes to prescribed medications are ordered.
 - (5) The sharing and transfer of necessary medical records (e.g. diagnosis, treatment, specific recommendations for follow up care) at the commencement of care and when there are relevant changes in treatment.