ATTACHMENT K
Designated Collaborating Organization

In accordance with Section 223 of the Federal Protecting Access to Medicare Act of 2014 ("PAMA"), and as cited and required by MSA 21-34 Centers for Medicare and Medicaid Services ("CMS") Certified Community Behavioral Health Clinic Policy ("CCBHC Policy"), and the Michigan Department of Health and Human Services ("MDHHS") CCBHC Handbook, CMHSP is a CCBHC that seeks to purchase Covered Services described in Attachment A: Covered Services, and have Provider operate as a Designated Collaborating Organization ("DCO") under the additional terms contained hereinafter and/or incorporated by reference.

1. General Requirements

a. Provider agrees to operate within, and abide by, the requirements of PAMA, the CCBHC Policy, and CCBHC Handbook, all as periodically revised. Provider acknowledges and accepts that MDHHS reserves the right to make non-material revisions to either the CCBHC Policy or the CCBHC Handbook without providing an opportunity for feedback, and that such non-material changes shall be incorporated herein by reference. All services provided must be consistent with the requirements in the MDHHS Medicaid Provider Manual, as revised, as well as in accordance with MDHHS Policy and Procedure, as periodically revised.

b. The requirements herein are applicable to CCBHC Covered Services where Provider is operating under the responsibilities as a DCO. Provider further acknowledges and accepts that CMHSP maintains clinical and financial oversight for activities performed by Provider acting as DCO.

c. Nothing contained herein, either directly or incorporated through reference, is meant to, nor shall be construed to imply to, impair a Covered Person's freedom to choose their provider. Preference for provider shall be given primary consideration to the extent possible.

d. Provider agrees to comply with CMHSP's Continuity of Operations Planning, including, as appropriate, participation in training and active drills of CMHSP's Continuity of Operations Plan.

2. Provider DCO Responsibilities

a. Person-Centered and Family Care. Covered Services shall be furnished in a manner that aligns with Section 2402(a) of the Patient Protection and Affordable Care Act ("ACA"), reflecting person- and family-centered, recovery-oriented care, being respectful of the Covered Person's needs, preferences, values, and ensuring consumer involvement and self-direction of Covered Services.

b. Quality Standards. Provider represents that the provision of Covered Services rendered under the terms of this Agreement shall meet the same quality standards required by CMHSP.

c. Availability of Services. Provider shall ensure that Covered Persons will be not denied Covered Services because of either (1) Their place of residence or lack of permanent address or (2) their inability to pay for such services.

d. Timely Access to Services. Provider shall ensure that Covered Persons are provided an appointment within ten (10) days of the requested date for Covered Services.

   i. If a Covered Person presents to Provider with an emergent crisis or need, Provider shall take immediate action including necessary outpatient follow-up care, and ensure clinical services are provided within one (1) business day of the

request.

e. Coordination of Care. Provider agrees to collaborate with CMHSP in the joint development of a Care Coordination protocol that shall, at minimum, describe:

   i. How timely and orderly referrals will be made.

   ii. How Parties will track referred persons and services they receive.

   iii. How preferences and needs for care of the Covered Person will be, to the extent possible, incorporated into service planning and provision.

   iv. The process for requesting and transmitting a list of all prescribed medications for shared Covered Persons at the commencement of care and each time changes to prescribed medications are ordered.

   v. The process for the sharing and transfer of medical records at the commencement of care and each time there are relevant changes in the course of treatment.

3. Record Keeping, Reporting, and Information Sharing

a. Provider shall maintain documentation pertaining to CCBHC Covered Services in accordance with CCBHC Policy and CCBHC Handbook requirements, and as required by CMHSP for the timely adjudication of clams for rendered services.

b. On regular intervals, but not less than monthly, Provider shall furnish in the form and format described by CMHSP data required for CMHSP to collect, report, and track encounter, outcome, demographic, quality, and financial data related to CCBHC Covered Services.

c. Provider will document directly into CMHSP's Electronic Health Record ("EHR"), using established protocols and adhering to CMHSP's policies and practices around security of PHI and system User Rules.

d. Parties agree to collaborate and cooperate in the development of practices to promote health information sharing, including but not limited to, increased IT/IS integration, development and implementation of a shared Health Information Exchange Plan, and use and access of medical records for shared Covered Persons through identified care management tools, including but not limited to CareConnect360.

e. Parties are committed to ensuring that all steps are taken, including obtaining consumer consent, to comply with privacy and confidentiality requirements provided by Federal and State laws, including but not limited to HIPAA, 42 CFR Part 2, and MCL §330.1001, all as revised. This commitment includes the patient privacy requirements specific to the care of minors.

4. Billing and Collection of Fees

a. Provider shall accept payment in whole for Covered Services rendered at the mutually agreed upon reimbursement rate and waive any fees, copayments, coinsurance, deductibles, or other cost-sharing obligations for Covered Services.

b. CMHSP will be responsible for any collection of fees, copayments, coinsurance, deductibles, or other cost-sharing obligation, in accordance with CMHSP CCBHC's Schedule of Discounts Policy, incorporated herein by reference.

   i. The Schedule of Discounts must be posted and made conspicuous in a manner readily accessible to Covered Persons in languages and formats appropriate to the accessibility needs of Covered Persons served by Provider.

c. Provider acknowledges and accepts that CMHSP, as the CCBHC, shall be the billing provider for rendered services. In such cases where CMHSP is precluded from billing on behalf of the Provider, the Provider must provide payment of fees, copayments, coinsurance, deductibles, or other cost sharing obligations to CMHSP.

5. Additional Training Requirements

a. Provider agrees to comply with CMHSP's training plan, ensuring staff rendering CCBHC Covered Services complete training that addresses:

   i. Risk Assessment, suicide prevention, and suicide response.

   ii. The roles of family and peers.

   iii. Information related to military culture, to the extent Provider furnishes Covered Services to veterans or active and former members of the military.

   iv. Primary care and behavioral health integration.

   v. Recovery-oriented services.

b. Records of training will be made available to CMHSP, upon request, within ten (10) business days for CMHSP verification.

c. Provider will, if required by CMHSP, participate CMHSP-sponsored or CMHSP-promoted or required trainings. Where outside training is obtained by Provider, or Provider's staff, Provider will ensure that training is provided by qualified, experienced staff, acting within their scope of practice, subject to CMHSP's determination.

6. Culturally and Linguistically Appropriate Services (CLAS)

a. Provider shall establish culturally and linguistically appropriate goals, policies, and practices that inform and guide planning and operations.

b. Provider shall provide effective, equitable, understandable, and respectful care responsive to the diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs of Covered Persons, inclusive of, but not limited to:

   i. LGBTQ+.

   ii. Trauma-informed care.

   iii. Native Tribal Membership.

   iv. Veterans and active and former members of the armed forces.

c. Provider shall participate, upon request, in additional available training to promote CLAS, based on the needs of Covered Persons.