

SERVICE CONTRACT

BETWEEN

County of Washtenaw

AND

PROVIDER

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**SERVICE CONTRACT
With
PROVIDER**

THIS CONTRACT is between the **County of Washtenaw**, on behalf of the Washtenaw County Community Mental Health Agency, a municipal corporation, located at **555 Towner Street, Ypsilanti, Michigan 48198** (hereinafter referred to as "CMHSP"), and **PROVIDER**, located at **PROVIDER ADDRESS** (hereinafter referred to as "CONTRACTOR").

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I: CONTRACT AUTHORITY

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

ARTICLE II: DEFINITIONS / ACRONYMS

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

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

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

CPT Codes: Current Procedural Terminology codes are five-digit codes published by the American Medical Association to provide uniform language that accurately describes services provided.

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

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

PIHP: Prepaid Inpatient Health Plan

EHR: Electronic Health Record

PHI: Protected Health Information

ARTICLE III: POLICIES

CONTRACTOR shall follow all CMHSP policies and procedures that are applicable to service providers. All PIHP and CMHSP policies and procedures can be found at http://www.ewashtenaw.org/government/departments/community_mental_health/provider-policies

ARTICLE IV: TERM

This Contract shall be in effect from **October 1, 2015** to **September 30, 2016** inclusive, with an option to extend for two (2) additional one (1) year periods. The option to extend shall be executed by written notification to the CONTRACTOR prior to the expiration of the current term. This Contract shall terminate at the end of its current term if the option to extend is not exercised.

ARTICLE V: TERMINATION

A. TERMINATION WITHOUT CAUSE:

Either party may terminate this Contract, or may terminate any service site or any type of service provided under this Contract, by providing the other party with at least sixty (60) calendar days prior written notification. Written notification must be sent by certified mail.

B. TERMINATION WITH CAUSE:

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

C. TERMINATION DUE TO INSUFFICIENT FUNDING:

This Contract obligation is subject to the availability of funds actually appropriated by the legislature for such purpose contingent upon the allocation of such funds made to the CMHSP by the PIHP and MDCH. The CMHSP Board must annually authorize the use of these funds. If an insufficient funding allocation results in the termination of this Contract, such termination will be effective immediately.

D. TERMINATION EFFECTIVE IMMEDIATELY UPON DELIVERY OF NOTICE:

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

1. CONTRACTOR's Board of Directors, Director, or other officer or employee has engaged in malfeasance;
2. CONTRACTOR loses its State licensing, as applicable;
3. CONTRACTOR loses its eligibility to receive federal funds;
4. Funds allocated under this Contract have been improperly used;
5. CONTRACTOR cannot maintain fiscal solvency or files for bankruptcy protection under the U.S. Bankruptcy Code;
6. Program requirements have not been followed;
7. Recipient Rights have been violated; or
8. It is determined by CMHSP or their designee, that the health and safety of one or more consumers is an emergent concern at a service site.
9. CONTRACTOR has violated any provision of Michigan Mental Health Code, the MDHHS rules, federal, state and local laws and ordinances, applicable statutes and Medicaid regulations including, but not limited to, the Michigan Medicaid Provider Manual, and all applicable policies established by CMHSP.
10. CONTRACTOR cannot make the following assurances or is determined through the verification process as unable to comply with Federal regulation 45 CFR Part 76:

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above and;
4. Have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.

b. Verification of Assurances: The parties acknowledge that this information may be

verified through: (1) Michigan Department of Consumer & Industry Services to ensure that the party is not suspended from participation in Michigan Medicaid and/or Medicare and that it is not listed with Michigan Department of Consumer & Industry Services for Unfair Labor Practices; and/or (2) the U.S. Health and Human Services "excluded parties list." CONTRACTOR shall verify these assurances on a monthly basis during the term of this Contract

E. PAYMENT:

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

F. ITEMS AND FUNDS TO BE RELEASED UPON TERMINATION:

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

G. MEDICAID AND OTHER CLAIMS:

In the event this Contract has been terminated, the parties shall cooperate and shall supply each other with any and all information necessary for the reimbursement of outstanding Medicaid claims or private third party insurer claims arising out of services provided under this Contract and billed to Medicaid or a private insurer.

H. TRANSITION PLAN:

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

ARTICLE VI: CONTRACT REMEDIES AND SANCTIONS

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

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

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

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

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

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

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

ARTICLE VII: RECIPIENT RIGHTS

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

In addition, CONTRACTOR shall comply with CMHSP grievance and appeal mechanisms, which allow consumers/applicants to pursue resolution of complaints related to services and supports managed and/or delivered by CMHSP. Specifics of these mechanisms (second opinions, grievances, disputes, Medicaid and MDHHS fair hearings) are set forth in the Consumer Appeals Policy and the Customer Services Policy, which can be located on the CMHSP website.

ARTICLE VIII: CONFIDENTIALITY / HIPAA

A. CONFIDENTIALITY:

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

B. CONTRACTOR REQUIREMENTS RELATED TO HIPAA:

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

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

CONTRACTOR shall ensure that staff access EHR on a "need to know" basis only. Each user must register with CMHSP and must access the system using only his or her individual login information, which shall be held confidential. The CONTRACTOR shall participate in monitoring activities related to these requirements.

ARTICLE IX: SCOPE OF SERVICES

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

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

ARTICLE X: ACCESS TO CARE

A. REFERRAL BY CMHSP:

CONTRACTOR shall accept and provide treatment to consumers in accordance with the requirements set forth in Attachment B, Scope of Services.

B. CONSUMERS WITH LIMITED ENGLISH PROFICIENCY:

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

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

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

D. EQUAL HOURS OF OPERATION:

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

ARTICLE XI: SUBCONTRACTING

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

1. A formal subcontract document is executed by all affected parties, after this Contract has been executed and prior to the initiation of new subcontract activity. Exceptions may be requested in writing for continuation programs; however, those exceptions are subject to CMHSP's prior written approval.
2. Any subcontract between CONTRACTOR and a subcontractor funded by this Contract shall require the subcontractor to comply with all terms and conditions contained herein.
3. CONTRACTOR assumes all responsibility for work performed under the subcontract, including appropriate compliance with all terms and conditions of this Contract. CONTRACTOR shall maintain records to demonstrate compliance by the subcontractor with all terms of this Contract.
4. If CONTRACTOR is paid under a performance reimbursement contract or fixed unit rate reimbursement contract, the subcontractor's budget must include all funding sources and expenditures by category.
5. Copies of each subcontract shall be available for review by authorized CMHSP or MDHHS representatives. Upon request of CMHSP or MDHHS, CONTRACTOR shall forward copies of requested subcontracts for review. CMHSP will withhold funding for any subcontract work not covered by appropriate, properly executed subcontracts.
6. A licensed independent practitioner will not under any circumstances subcontract or assign the services to be provided under this Contract.

ARTICLE XII: COMPENSATION**A. CONTINGENT UPON FUNDING:**

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

termination of this Contract, such termination will be in accordance with the Termination article herein.

B. AUTHORIZED SERVICES:

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

C. COORDINATION OF BENEFITS:

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

D. PAYOR OF LAST RESORT:

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

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

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

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

E. RATES:

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

F. CLAIMS SUBMISSION:

The CMHSP prefers that all claims be submitted by direct entry into the EHR. Exceptions will be granted with prior approval from CMHSP. Claims, if approved under this exception, shall be submitted on HIPAA compliant format: HCFA 1500 (paper) or 837 professional (electronic claims submission) or UB 92 (paper) or 837 Institutional (electronic) within sixty (60) days from the date of service. In cases where the CMHSP is secondary payer, claims shall be submitted within 90 days from the date of service including documentation of primary payer's reimbursement (see Coordination of Benefits section above). Claims for the provision of habilitation supports waiver services, however, must be submitted within thirty (30) days of the provision of the service. One form per authorization number is required.

G. CLAIMS PAYMENT/DENIAL:

Payments shall be made for each authorized service at the rate authorized by CMHSP. If the service has not been authorized, the claim will be denied. Claims submitted outside the time limits, in the Claims Submission section above, may be denied. Claims that have incomplete or incorrect information will be denied. Claims that have been denied may be resubmitted for consideration with additional and corrected information within thirty (30) days from the denial date. Clean claims received electronically (i.e., claims with all required information correctly completed) will be processed within thirty (30) days of receipt. Clean paper claims will be paid within ninety (90) days of receipt. Claims submitted electronically through EHR are not considered received until the CONTRACTOR has completed step three, "Submit Claims to CMHSP".

H. CLAIMS SUPPORTING DOCUMENTATION:

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

I. EXCEPTION REQUESTS:

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

J. FISCAL AND PROGRAM STATUS AND FINANCIAL SOLVENCY:

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

K. RETURN OF UNUSED OR INAPPROPRIATELY USED FUNDS:

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

L. DISALLOWED EXPENDITURES:

Payments and/or services authorized by this Contract that are contrary to federal, state and/or the MDHHS contract governing this Contract, then the federal, state and/or the MDHHS contract shall take precedent over this Contract and will require that expenditures are made within compliance of such laws and/or MDHHS contract. If CONTRACTOR has been paid inappropriately pursuant to this Contract for Medicaid or non-Medicaid service claims and/or cost claims which are later disallowed, CONTRACTOR shall fully repay CMHSP for such

disallowed payments, fines, penalties, and fees within sixty (60) days of CONTRACTOR's final disposition notification of the disallowances. At its discretion, CMHSP may authorize, in writing, additional time for repayment.

M. ADVANCES:

If CONTRACTOR makes a request for an advance for exceptional reasons, the CMHSP may grant that request at the CMHSP's discretion. Reasons for advances may include, but are not limited to, start-up programs, and the advance shall be returned over the next three (3) month period that follows the issuance of the advance or at the termination of this Contract, whichever shall first occur.

N. EXTENSION OF CLAUSE:

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

ARTICLE XIII: REPORTING

A. REPORTING TO DIRECTOR/DESIGNEE:

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

B. REVIEW AND APPROVAL OF REPORTS:

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

C. FAILURE TO REPORT:

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

D. REPORTING REQUIREMENTS AND TIMELINES:

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

E. STATE AND/OR FEDERAL INSPECTIONS:

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

F. INCIDENT REPORTS:

The Incident Report (IR) form shall either be completed on paper and scanned directly into the EHR by CONTRACTOR or entered electronically directly into EHR. The IR form shall be completed to ensure that all information is filled in completely, and the report shall be given to program supervisor or home manager as soon as possible, but no later than the end of the shift in which the incident occurred. Incident reporting is not a substitution for Recipient Rights reporting.

ARTICLE XIV: FINANCIAL AUDIT**A. ANNUAL INDEPENDENT FINANCIAL AUDIT:**

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

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

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

B. CORRECTIVE ACTION:

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

C. ANNUAL PROGRAM AUDIT:

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

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

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

D. ANNUAL AUDIT WAIVER:

CONTRACTOR must submit the Audit Waiver Application provided by CMHSP. CONTRACTOR may request the annual audit requirement be waived if one or more of the following conditions are met.

- CONTRACTOR provides services to six (6) or less CMHPSM consumers annually.
- CONTRACTOR receives \$30,000.00 or less annually from the entire CMHPSM to provide services to consumers.
- CONTRACTOR employs ten (10) or less employees or full-time equivalents (FTE).

Meeting the criteria does not guarantee a waiver will be granted. The final authority to grant the audit waiver lies with CMHSP.

E. FINANCIAL COMPILATION:

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

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

F. RIGHT TO AUDIT AT TERMINATION:

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

G. SINGLE AUDIT REQUIREMENT:

If CONTRACTOR expends more than \$750,000.00 in federal awards (according to Section 200.501 of OMB Super Circular) during the fiscal year, it must obtain a single audit (or program-specific audit when administering only one federal program) in accordance with CFR 45, Part 96.31; the Single Audit Act Amendments of 1996 (31USC 7501-7507); and updated OMB Super Circular. The audit must be performed by an independent auditor, in accordance with Generally Accepted Government Auditing Standards (GAGAS). The applicable reporting package described below must be submitted to the CMHSP ninety (90) days of the close of the fiscal year.

If CONTRACTOR is subject to Single Audit (even if federal funding received from, or indirectly from, MDHHS is less than \$750,000.00), the reporting package includes:

1. The single audit reporting package described in the Single Audit Act Amendments of 1996 (31USC 7501-7507), including the Corrective Action Plan;
2. Supplemental Audit Schedules A and B; and
3. Management letter, if one is issued and management's response.

If CONTRACTOR is exempt from Single Audit, but spends \$750,000.00 or more in total funding from, or indirectly from, MDHHS in state and federal grant funding, the reporting package includes:

1. The financial statement audit prepared in accordance with GAGAS;
2. Supplemental Audit Schedules A and B; and
3. Management letter, if one is issued and management's response.

If CONTRACTOR is exempt from Single Audit, and spends less than \$750,000.00 in total funding from MDHHS in state and federal grant funding, but a financial statement audit includes disclosures that may negatively impact MDHHS-funded programs, including but not limited to, fraud, ongoing concern uncertainties, and financial statement misstatements, the reporting package includes:

1. The financial statement audit prepared in accordance with GAAS; and
2. Management letter, if one is issued and management's response.

If CONTRACTOR is exempt from Single Audit and spends less than \$750,000.00 in total funding from MDHHS in state and federal grant funding, and the financial statement audit does not include any disclosures that may negatively impact MDHHS-funded programs, the reporting package includes:

1. An Audit Status Notification Letter certifying the exemptions.

This does not, however, relieve CONTRACTOR of the obligation to obtain an annual financial audit in accordance with Section A of this Article.

ARTICLE XV: ACCREDITATION

If CONTRACTOR is an organization providing mental health specialty support services to six or more individuals under this Contract, CONTRACTOR shall maintain accreditation from one of the following: The Joint Commission (TJC), Commission on Accreditation of Rehabilitation

Facilities (CARF), Council on Accreditation (COA), the National Council on Quality Assurance (NCQA), or another accrediting body approved by the CMHSP in writing.

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

The accreditation requirement may be waived if CONTRACTOR's request for a waiver is approved in accordance with CMHSP policy. CONTRACTOR must meet the CMHSP's accreditation standards whenever indicated. It is the responsibility of CONTRACTOR to obtain copies of any and all standards that pertain to it. Additionally, a non-accredited CONTRACTOR must participate in all required committees and activities established by the CMHSP as they relate to accredited and non-accredited contractors.

ARTICLE XVI: PERFORMANCE IMPROVEMENT / QUALITY IMPROVEMENT

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

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

ARTICLE XVII: INDEPENDENT CONTRACTOR

CONTRACTOR and the CMHSP shall, at all times, be deemed to be independent contractors and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other business organization. CONTRACTOR shall hold no authority, express or implied, to commit, obligate or make representations on behalf of CMHSP and shall make no representation to others to the contrary.

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

CONTRACTOR shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of the

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

ARTICLE XVIII: PERSONNEL

A. SUBCONTRACTED PERSONNEL RECORDS:

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

B. HIRING OTHER PARTY'S EMPLOYEES:

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

C. SUFFICIENT STAFFING LEVELS AND RECORDS:

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

D. CONSUMER SELF-DETERMINATION IN CHOICE OF STAFF:

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

E. SOLE EMPLOYER:

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

F. STAFF MEETING REGULATORY REQUIREMENTS:

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

G. HUMAN RESOURCES POLICIES AND PROCEDURES:

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

1. Job descriptions, including qualifications, for all staff including Director.
2. CONTRACTOR's process for ongoing assessment of clinical responsibilities for all staff and positions according to The Joint Commission (TJC) requirements.
3. Procedures for conducting criminal background checks on employees and a CMHSP Recipient Rights history check on applicants for mental health direct service staff positions, which will be available if the local Rights Office has the database to support such checks.
4. Procedures for hiring and termination, including disciplinary procedures and pre-employment inquiries, for all positions, including the Director.
5. Pay schedules, including provisions for overtime pay and payroll dates.
6. A list of fringe benefits such as vacation, sick time, health insurance, workers disability compensation insurance, retirement, unemployment insurance, paid holidays, paid and unpaid leaves of absence, and travel reimbursement.
7. At least an annual written work evaluation in the personnel record of each employee, including an annual assessment of the Director by the Board.
8. Training policies, including requirements, time frames, and standards for employees to function independently. Such policies must meet and must not conflict with the standards set forth in Attachment D of this Contract.
9. Requirements for staff involved in operating motor vehicles that transport consumers.
10. Table of Organization with lines of responsibility and authority, including designation of continuous provision of access to an individual with designated authority to act on behalf of CONTRACTOR.
11. Requirements for staff involved in handling of consumer funds.

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

H. CREDENTIALING AND ASSIGNMENT OF CLINICAL RESPONSIBILITIES:

CONTRACTOR will be credentialed and re-credentialed by the CMHSP in accordance with CMHSP policy. If CONTRACTOR is an organization that employs staff, CONTRACTOR shall ensure that its staff providing services to consumers meet the CMHSP's credentialing and

assessment of clinical competency requirements, including re-credentialing (every two years) and reassessment (at least annually) of clinical competencies necessary to perform the services required under this Contract.

I. PAYMENT OF SOCIAL SECURITY AND PAYROLL TAXES:

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

J. PAYROLL TAXES/LIQUIDATING ACCOUNTS PAYABLE:

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

K. STAFF/LIP TRAINING:

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

L. NON-DISCRIMINATION IN EMPLOYMENT:

CONTRACTOR shall take affirmative action to eliminate discrimination based on race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business) in the hiring of applicants and the treatment of any employees. Affirmative action will include, but not be limited to: employment, upgrading, demotion, transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, including apprenticeship.

M. POSTING WHISTLEBLOWERS PROTECTION ACT POSTER:

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

N. CONTRACT SERVICES COMPLETED IN THE UNITED STATES:

The parties agree that all work done under this Contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with CONTRACTOR. For purposes of this Contract, the term “offshore” refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE XIX: CULTURAL COMPETENCE

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

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

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

ARTICLE XX: INDEMNIFICATION

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

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

ARTICLE XXI: INSURANCE

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

A. WORKERS' DISABILITY COMPENSATION INSURANCE:

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

B. COMMERCIAL GENERAL LIABILITY INSURANCE:

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

C. PROFESSIONAL LIABILITY INSURANCE:

For claims or damages arising out of an error, omission, or negligent act in the performance of professional services with a minimum limit of \$1,000,000.00 per occurrence or per claim. If the Professional Liability is on a per claim basis it shall include a three-year extended reporting period.

D. MOTOR VEHICLE LIABILITY INSURANCE:

Is necessary unless the scope of services in Attachment B states that CONTRACTOR will not transport CMHSP consumers. Michigan coverage must include Michigan No-Fault Coverage with limits of liability of not less than \$1,000,000.00 per occurrence combined single limit Bodily Injury and Property Damage. Coverage from any state outside of Michigan must include a rider that provides coverage at minimum levels required in Michigan and extends coverage to Michigan.

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

E. INSURANCE SUBMISSION:

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

Washtenaw County Community Mental Health Agency
 Contract Division
CR# _____
 555 Towner St.
 Ypsilanti, Michigan 48198

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

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

ARTICLE XXII: NONDISCRIMINATION, AFFIRMATIVE ACTION, AND PROCUREMENT

A. DISCRIMINATION IN EMPLOYMENT PROHIBITED AND AFFIRMATIVE ACTION:

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

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

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

B. DISCRIMINATION IN PROCUREMENT PROHIBITED:

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

C. DISCRIMINATION AGAINST CONSUMERS PROHIBITED:

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

D. MINORITY AND BUSINESS VERIFICATION FORM:

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

ARTICLE XXIII: CONFLICT OF INTEREST AND ACCESS TO INFORMATION

A. INTEREST OF CONTRACTOR AND CMHSP:

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

1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

B. CONFLICT OF INTEREST:

CONTRACTOR affirms that, to the best of its knowledge, no principal, representative, agent, employee, or anyone acting on behalf, or legally capable of acting on behalf, of CONTRACTOR is currently an employee of CMHSP, or of MDHHS or any of its constituent institutions; nor is any such person using, nor is he or she privy to, insider information which would tend to give, or give the appearance of tending to give, an unfair advantage to CONTRACTOR.

The CONTRACTOR shall establish procedures and safeguards to prohibit its employees from using their positions for a purpose that is or gives the appearance of being a conflict of interest, or motivated by a desire for a private gain for themselves or others with whom they have a family, business, or other ties. Breach of this covenant may be regarded as a material breach of this Contract and cause for termination thereof.

C. CMHSP ACCESS TO RECORDS AND INFORMATION:

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

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

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

D. STATE AND/OR FEDERAL ACCESS TO RECORDS AND INFORMATION:

CMHSP, the State of Michigan or its representative, and/or any other authorized audit personnel, including any federal agency or its agent, shall be allowed access to all financial

records pertaining to CONTRACTOR's activities under this Contract during normal business hours for the purpose of reviewing, copying, and/or auditing. Refusal to allow CMHSP, MDHHS, the State of Michigan or their representatives, and/or other authorized audit personnel, including any federal agency or its agent, access to said records for the above-stated purposes shall constitute a material breach of this Contract, for which CMHSP may exercise any of its remedies available at law or in equity, including but not limited to the immediate termination of this Contract. Financial records and supporting documentation must be retained and be available for audit purposes for ten (10) years following the termination of this Contract.

Furthermore, CONTRACTOR agrees that if the Secretary of the United States Department of Health and Human Services, the Controller General of the United States, or their duly authorized representatives, at any time within seven (7) years of completing the services to be provided under this Contract request access to CONTRACTOR's books, documents, and records in accordance with Section 952 of the Omnibus Reconciliation Act of 1980 (42USC Section 1395X (v)(l)(l)) and the regulations adopted pursuant thereto, CONTRACTOR shall provide such access to the requesting parties to the extent required by such statute and the regulations adopted pursuant thereto.

ARTICLE XXIV: CONTINGENT FEES

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

ARTICLE XXV: COMPLIANCE WITH MDHHS AGREEMENTS

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

A conflict between this Contract and the MDHHS Agreements, however, shall not be deemed to exist where this Contract: (1) contains additional non-conflicting provisions not set forth in the MDHHS Agreements; (2) restates provisions of the MDHHS Agreements to afford the PIHP the same or substantially the same rights and privileges as the MDHHS; (3) requires CONTRACTOR to perform duties and/or services in less time than that afforded the PIHP in the

MDHHS Agreements. The MDHHS Agreements are incorporated by reference into this Contract and made a part hereof. A copy of the MDHHS Agreements shall be provided to the CONTRACTOR upon written request.

ARTICLE XXVI: COMPLIANCE WITH LAWS AND REGULATIONS

A. COMPLIANCE WITH LAWS:

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

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

B. LOBBYING:

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

C. PRO-CHILDREN ACT OF 1994:

CONTRACTOR shall comply with Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through state or local governments, by Federal grant, contract, loan or loan guarantee. The Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Act may result

in the imposition of a civil monetary penalty of up to \$1,000.00 for each violation and/or the imposition of an administrative compliance order on the responsible entity. CONTRACTOR shall include this language in any subcontracts which contain provisions for children's services.

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

D. HATCH ACT AND INTERGOVERNMENTAL PERSONNEL ACT:

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

E. DEFICIT REDUCTION ACT:

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

ARTICLE XXVII: DOCUMENTS AND PUBLICATIONS

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

ARTICLE XXVIII: MISCELLANEOUS PROVISIONS

A. RELATIONSHIP TO CMHPSM PROVIDER NETWORK:

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

B. PURCHASES OF EQUIPMENT OR FURNISHINGS:

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

C. CHOICE OF LAW AND VENUE:

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

D. AMENDMENTS:

Modifications, amendments, or waivers of any provision of this Contract may be made only by the written mutual consent of both parties set forth in a written amendment document signed by the authorized representatives of both parties.

E. EXTENT OF CONTRACT:

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

F. WAIVERS:

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

G. ASSIGNS AND SUCCESSORS:

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

H. INVALID PROVISIONS:

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

I. NONBENEFICIARY CONTRACT:

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

J. PRACTICE AND ETHICS:

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

K. DISREGARDING TITLES AND HEADINGS:

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

L. EXECUTION IN COUNTERPARTS:

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

ARTICLE XXIX: TECHNICAL ASSISTANCE and CONTRACT MONITORING**A. CONTRACT LIAISON:**

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

B. SITE VISITS:

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

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

ARTICLE XXX: DISPUTE RESOLUTION

Issues involving service delivery systems or budgets that cannot be resolved between the CMHSP contract representative and CONTRACTOR's representative may be forwarded to the Contract Resolution Team which will be composed of a CMHSP Contract Representative, CONTRACTOR's Representative, and, at the discretion of CMHSP, a mutually acceptable third party.

CONTRACTOR's representative and the CMHSP Contract Representative shall resolve other contract compliance issues, grievances, or language interpretation matters. If resolution is not reached the matter shall be forwarded to the CMHSP Director and CONTRACTOR's representative. If resolution is still not reached, the matter shall be forwarded to the Boards of the respective parties. The final decision of the dispute resolution shall be made by CMHSP and communicated to CONTRACTOR in writing.

ARTICLE XXXI: CONTINUING CONTRACT

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

ARTICLE XXXII: AUTHORITY TO SIGN

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

All parties to this Contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

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

ATTESTED TO:

WASHTENAW COUNTY:

By: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

By: _____
Verna J. McDaniels (DATE)
County Administrator

APPROVED AS TO CONTENT:

PROVIDER

By: _____
Trish Cortes (DATE)
Director, WCCMH

By: _____
Authorized Signatory (DATE)
Title:

APPROVED AS TO FORM:

By: _____
Curtis N. Hedger (DATE)
Office of Corporation Counsel

ATTACHMENT A

RECIPIENT RIGHTS

If **CONTRACTOR** provides mental health services, **CONTRACTOR** shall:

- A. Strictly comply with all Recipient Rights provisions of the Mental Health Code and MDHHS Administrative Rules. CMHSP Office of Recipient Rights (ORR) will provide technical assistance and consultation as necessary. Copies of the Michigan Mental Health Code and MDHHS Administrative Rules are available upon request.
- B. Post a copy of a CMHSP provided Summary of Rights as guaranteed by the Mental Health Code and Administrative Rules in a conspicuous place at the service site.
- C. Comply with and adhere to CMHSP recipient rights policies and procedures as required by the Mental Health Code in MCL 330.1752, which are available on the provider website and incorporated by reference into this Contract.
- D. Comply with the mechanisms established by CMHSP for protecting recipient rights and accept the final jurisdiction of the CMHSP Recipient Rights Office. Agree to implement recommended remedial action for substantiated violations of rights guaranteed by the Mental Health Code and MDHHS Administrative Rules. CMHSP's ORR representatives shall have access at any time to all staff, recipients, service records, and services of the CONTRACTOR in order to fulfill the monitoring function of that office or to conduct a thorough investigation, and it shall be the CONTRACTOR's responsibility to take any necessary action/s to ensure employee compliance. CONTRACTOR's employees are required to cooperate with the Rights Officer during an investigation.
- E. Provide or ensure that appropriate action is taken to protect complainants, Rights staff, recipients, or any staff acting on behalf of a recipient if there is evidence that harassment or retaliation occurred in response to their participation in any recipient rights activities. Accept the jurisdiction of the CMHSP ORR to investigate allegations of harassment or retaliation against complainants, Rights staff, recipients, or any staff acting on behalf of recipients in response to their participation in any recipient rights activities.
- F. Monitor the safety and welfare of recipients while they are under its service supervision pursuant to this Contract. If the health or safety of any recipient for which services are being delivered is in jeopardy, CONTRACTOR shall cooperate in the immediate transfer of the recipient(s) to another services provider.
- G. Provide immediate comfort and protection to any recipient who has suffered an alleged rights violation, or has suffered physical injury. Ensure that emergency medical personnel are notified immediately if necessary due to the severity of injury.
- H. Verbally report any incident involving the death, serious injury, or any alleged or suspected rights violation (including but not limited to abuse or neglect) to the ORR immediately if possible, but no later than the next business day. Document incident per Incident Reporting procedures.

- I. Notify the appropriate public agency as required by law regarding any apparent or suspected abuse, neglect, sexual abuse, or death of any service recipient (Protective Services - Adults and Children, Licensing, law enforcement and other public agencies as applicable). CONTRACTOR shall post a copy of said laws in a conspicuous place.
- J. Allow representatives from the Office of Recipient Rights, or their designees, access to program premises, recipients, and service records upon request, but no less than annually, for the purpose of site monitoring.
- K. Allow individuals who properly identify themselves as representatives of Michigan Protection and Advocacy System access to program premises, recipients, and service records in compliance with MCL 330.1748(8) and MCL 330.1931 of the Mental Health Code. Such access will be utilized in a reasonable manner so as not to interfere with the recipients' planned activities.
- L. Maintain the confidentiality of information regarding recipient in compliance with MCL 330.1748 and MCL 330.1750 of the Mental Health Code, and other applicable state and federal laws.
- M. Ensure that all staff are oriented to Recipient Rights within 30 days of hire by using the curriculum developed by the Office of Recipient Rights titled: "30 Day Rights Orientation." This training includes, but is not limited to, definitions of abuse, neglect, confidentiality, and mandated reporting requirements and shall be the responsibility of the CONTRACTOR. Employees shall not work alone with recipients until they have completed this rights training.
- N. Ensure that new employees receive a complete rights training by a Rights Officer within the Community Mental Health Partnership of Southeastern Michigan or by an approved Recipient Rights Officer (another CMH Rights Officer outside of this Affiliation, with CMHSP ORR prior written approval) within ninety days of the date of hire. The CMHSP ORR shall provide rights training for CONTRACTOR'S new employees on a schedule determined by the CMHSP ORR. All employees providing mental health services are to retake the Rights class, offered by an approved Recipient Rights Officer, at least every two years. It is the responsibility of the CONTRACTOR to track their employees' rights training, ensure employees retake the rights class every two years, maintain clear and easily accessible records of all rights training received by staff, and allow those training records to be reviewed by the CMHSP ORR.
- O. Ensure that all employees have received training in the appropriate and adequate provision of care and services when applicable, ensure that recipients receive a standard of care as required by law, rules, policies, guidelines, procedures, written directives, and the individual plan of service. As applicable, this training may include, but is not limited to, CPR and First Aid, Medication training, and PCP training.
- P. Comply with CMHSP grievance and appeal mechanisms, which allow recipients/applicants to pursue resolution of complaints related to services and supports managed and/or delivered by CMHSP. Specifics of these mechanisms (second opinions, grievances, disputes, Medicaid and MDHHS fair hearings) are set forth in the Customer Service Policy and the Consumer Appeals Policy, copies of which are available on the provider website and which are incorporated by reference into this Contract.

Q. Remain in compliance with the Bullard-Plawecki Employee Right to Know Act, PA 397 of 1978, by assuring that employees are given written notice under the conditions and as detailed in that Act.

CMHSP reserves the right to terminate this Contract for failure to comply with recipient rights policies and/or remedial actions if client abuse and/or neglect is substantiated, and to remove any recipient, referred or placed pursuant to this Contract, who CMHSP deems is in immediate danger while under the CONTRACTOR's care.

ATTACHMENT B

SCOPE OF SERVICE***Skill-Building Assistance & Supported/Integrated Employment Services*****A. General Description of Services:****1. Skill-Building Assistance (H2014, H2014 TT, T2015):**

Skill-building assistance consists of activities identified in the individual plan of services and designed by a professional within his/her scope of practice that assist a beneficiary to increase his economic self-sufficiency and/or to engage in meaningful activities such as school, work, and/or volunteering. The services provide knowledge and specialized skill development and/or support. Skill-building assistance may be provided in the beneficiary's residence or in community settings.

Documentation must be maintained by the PIHP that the beneficiary is not currently eligible for sheltered work services provided by Michigan Rehabilitation Services (MRS). Information must be updated when the beneficiary's MRS eligibility conditions change.

Coverage includes:

- Out-of-home adaptive skills training: Assistance with acquisition, retention, or improvement in self-help, socialization, and adaptive skills; and supports services incidental to the provision of that assistance, including:
 - Aides helping the beneficiary with his mobility, transferring, and personal hygiene functions at the various sites where adaptive skills training is provided in the community.
 - When necessary, helping the person to engage in the adaptive skills training activities (e.g., interpreting).

Services must be furnished on a regularly scheduled basis (several hours a day, one or more days a week) as determined in the individual plan of services and should be coordinated with any physical, occupational, or speech therapies listed in the plan of supports and services. Services may serve to reinforce skills or lessons taught in school therapy, or other settings.

- Work preparatory services are aimed at preparing a beneficiary for paid or unpaid employment, but are not job task-oriented. They include teaching such concepts as attendance, task completion, problem solving, and safety. Work preparatory services are provided to people not able to join the general workforce, or are unable to participate in a transitional sheltered workshop within one year (excluding supported employment programs).

Activities included in these services are directed primarily at reaching habilitative goals (e.g., improving attention span and motor skills), not at teaching specific job skills. These services must be reflected in the beneficiary's person-centered plan and directed to habilitative or rehabilitative objectives rather than employment objectives.

- Transportation from the beneficiary's place of residence to the skill building assistance training, between skills training sites if applicable, and back to the beneficiary's place of residence.

Coverage excludes:

- Services that would otherwise be available to the beneficiary.

2. Supported/Integrated Employment Services (H2023, H2023 TT):

Provide job development, initial and ongoing support services, and activities as identified in the individual plan of services that assist beneficiaries to obtain and maintain paid employment that would otherwise be unachievable without such supports. Support services are provided continuously, intermittently, or on a diminishing basis as needed throughout the period of employment. Capacity to intervene to provide assistance to the individual and/or employer in episodic occurrences of need is included in this service.

Supported/ integrated employment must be provided in integrated work settings where the beneficiary works alongside people who do not have disabilities.

Coverage includes:

- Job development, job placement, job coaching, and long-term follow-along services required to maintain employment.
- Consumer-run businesses (e.g., vocational components of Fairweather Lodges, supported self-employment)
- Transportation provided from the beneficiary's place of residence to the site of the supported employment service, among the supported employment sites if applicable, and back to the beneficiary's place of residence.

Coverage excludes:

- Employment preparation.
- Services otherwise available to the beneficiary under the Individuals with Disabilities Education Act (IDEA).

B. Scope of Practice:

The CONTRACTOR shall provide services only within the scope of practice established by his/her professional license/registration. CONTRACTOR agrees to notify CMHSP if ever asked to perform duties that CONTRACTOR does not agree he/she is competent to perform. The parties will then work cooperatively on a plan to address CONTRACTOR's concerns.

C. Individual Plan of Service:

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

D. Achievement of Beneficiary's Goals and Objectives:

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

E. Rejection or Termination of Referral/Services:

CONTRACTOR shall have the right to reject a referral or terminate existing services after consultation with CMHSP's designated representative, the beneficiary in question and the beneficiary's legal representative, if applicable. CONTRACTOR must clearly demonstrate that the proposed or existing services are unable to meet the beneficiary's needs, and/or is incompatible with previously agreed upon criteria for services. If the CONTRACTOR is terminating existing services, CONTRACTOR must demonstrate that a good faith effort to meet the beneficiary's needs and to implement the IPOS has been made.

CONTRACTOR must submit documented reasons for rejection of a referral within five (5) business days, and documented reasons for termination of existing services no less than thirty (30) days prior to the intended date of termination. In the event that CONTRACTOR is terminating existing services, CONTRACTOR acknowledges that it is aware of the beneficiary's right to appeal a reduction or termination of services in accordance with the Consumer Appeals policy. If the beneficiary files an appeal within twelve (12) days of receiving notice of the reduction/termination of services, CONTRACTOR may be required to continue providing services until a final decision on the appeal is reached.

F. Administration:

1. **Financial Records:**
CONTRACTOR agrees to maintain complete and current financial records, supporting receipts, and other documentation for each beneficiary.
2. **Record Availability:**
CONTRACTOR agrees that all records relative to each beneficiary under this contract shall be readily available at any reasonable time for examination or audit by personnel authorized by CMHSP or law.
3. **Record Maintenance:**
CONTRACTOR agrees that all records required/produced relative to this contract shall be maintained in accordance with CMHSP policies.

ATTACHMENT C

CPT CODES & RATES
Skill-Building Assistance & Supported/Integrated Employment Services

A. Service Codes:

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

B. Professional Service Codes:

Codes designated by MDHHS as professional CPT codes **require** a National Provider Identification (NPI) number for the professional delivering the service.

| Service & Reporting Code Description | CPT Code | Unit | Rate |
|--|-----------------|-------------|-------------|
| Skill-Building Assistance and Out of Home Non-Vocational Habilitation Skills training and development. | H2014 | 15 Minutes | \$0 |
| Skill-Building Assistance and Out of Home Non-Vocational Habilitation Skills training and development. <i>Use modifier TT when multiple consumers are served simultaneously.</i> | H2014 TT | 15 Minutes | \$0 |
| Supported/Integrated Employment Services Supported employment. <i>Modifier HK (specialized mental health programs for high-risk populations) must be reported for Habilitation Supports Waiver beneficiaries.</i> | H2023 | 15 Minutes | \$0 |
| Supported/Integrated Employment Services Supported employment. <i>Use modifier TT when multiple consumers are served simultaneously.</i> | H2023 TT | 15 Minutes | \$0 |
| Out of Home Prevocational Service Habilitation, prevocational, waiver. | T2015 | Per Hour | \$0 |

ATTACHMENT D

PROVIDER STAFF TRAINING REQUIREMENTS
Skill-Building Assistance & Supported/Integrated Employment Services

A. TRAINING PLAN:

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

B. PASSING MEDICATIONS:

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

C. PHYSICAL MANAGEMENT:

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

D. TRAINING RESOURCES:

A calendar of training dates and related information, including registration information, is available on the CMHSP website.

E. VOLUNTEERS:

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

F. TRAINING RECIPROCIITY:

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

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

| CMHPSM Mental Health Contracted Provider Training Requirements and Staff Qualifications Chart | | | | | | | | | |
|--|--|--|---------|----------------------|-------------------------|---------------------|--------------------------|--------------------------|---------------------------|
| | All Services: Administrative & Non-Direct Care Staff | Unlicensed CLS, Skill Building, Supp. Employment | Respite | Licensed Residential | Lic. Ind. Practitioners | Outpatient Agencies | Clubhouse and Drop In | Initial Requirement | Renewal of Requirement |
| R= Required | | | | | | | | | |
| IR= Individually Required through individual consumers IPOS or service | | | | | | | | | |
| Provider Staff Trainings | | | | | | | | | |
| Basic First-Aid & CPR | | R | R | R | R | R | R | Prior to service | Per Training Body |
| Medication Administration Initial | | IR | IR | R | | | | Prior to service | N/A, unless lapsed |
| Medication Administration Refresher | | IR | IR | R | | | | Prior to service | Annual |
| Individualized Training on each Consumer(s) IPOS | | R | R | R | | | | Prior to service | Upon every new IPOS |
| Universal Precautions/ Blood-borne Infectious Disease Training | | R | R | R | | | | Within 60 days of hire | Annual |
| Person Centered Planning | R | R | R | R | R | R | R | Within 30 days of hire | Annual |
| Recipient Rights/Confidentiality Initial (30 Day) | R | R | R | R | R | R | R | Within 30 days of hire | N/A, eligible only once |
| Recipient Rights/Confidentiality In-person (90 Day with Rights Officer) | R | R | R | R | R | R | R | Within 90 days of hire | Every two years |
| LEP Training | R | R | R | R | R | R | R | Within 60 days of hire | Every two years |
| Cultural Competency | R | R | R | R | R | R | R | Within 60 days of hire | Every two years |
| Due Process, Grievance and Appeals | R | R | R | R | R | R | R | Within 90 days of hire | Every two years |
| Medicaid Integrity (HIPPA,HITECH) | R | R | R | R | R | R | R | Within 90 days of hire | N/A, unless notified |
| Non-aversive techniques training documented in Behavior Treatment Plan | | IR | IR | IR | IR | IR | IR | Prior to Service | Per Training Body |
| Licensed Residential Training Bundle: 1. Working with People with DD/MI 2. Role of Direct Care Workers 3. Emergency Preparedness 4. Nutrition 5. Health | | | | R | | | | Within 180 days of hire. | N/A, required only once |
| Provider Staff Qualifications | | | | | | | | | |
| Staff is 18 years of age or older | | R | R | R | R | R | R | Prior to service | N/A |
| Criminal Background Check | | R | R | R | R | R | R | Prior to service | Annual |
| Recipient Rights Background Check | R | R | R | R | R | R | R | Prior to service | N/A |
| Motor Vehicle Driving Record Check (If transporting CMHPSM consumer) | IR | IR | IR | IR | IR | IR | IR | Prior to service | Annual |
| Tuberculosis Testing | | R | | R | | | | Prior to service | Per Provider Policy |

CMHPSM Training and Staff Qualification Information Chart

| Staff Training Requirement: | Lenawee | Livingston | Monroe | Washtenaw | Source |
|--|---|---|------------------------------|--|--|
| Basic First Aid | Nationally Recognized First Aid & CPR (CPR must be in person training) | | | | Current MMPM |
| Medication Administration Initial | Contact Lenawee CMH | Call 517-546-4126 to schedule | Contact Monroe CMH | Contact Washtenaw CMH | Current MMPM |
| Medication Administration Refresher | Contact Lenawee CMH | Contact LCCMHA for refresher process | Contact Monroe CMH | Contact Washtenaw CMH | Current MMPM |
| Individualized Training on each Consumer(s) IPOS | Contact Lenawee CMH | Contact LCCMHA consumer's Support Coordinator | Contact Monroe CMH | Contact consumer's Support Coordinator | Current MMPM |
| Universal Precautions/ Blood-borne Infectious Disease Training | Online Blood-Bourne/Universal Precautions Training found here: LINK | | | | Current MMPM |
| Person Centered Planning | Online Person Centered Planning Training found here: LINK | | | | Current MMPM |
| Recipient Rights/Confidentiality (30 Day Initial) | This training can be used once within the first 30 days of employment: LINK | | | | Current MMPM MH Code: Sec 330.1755(5)(f) |
| Recipient Rights/Confidentiality Full (90 – Day Full) In-Person with Recipient Rights Officer | Lenawee Schedule: LINK | Call 517-546-4126 for class information | Monroe Schedule: Contact CMH | LINK | Current MMPM MH Code: Sec 330.1755(5)(f) |
| Limited English Proficiency (LEP) Training | Online Limited English Proficiency Training found here: LINK | | | | Current MMPM |
| Cultural Competency | Online Cultural Competency Training found here: LINK | | | | Current MMPM |
| Due Process, Grievance and Appeals | Online Due Process and Grievance and Appeals Training found here: LINK | | | | Current MMPM |
| Medicaid Integrity (HIPPA,HITECH) | Online Medicaid Integrity Training found here: LINK | | | | 45CFR 164.308(a)(5)(i) 164.530 (b)(1) |
| Non-aversive techniques training documented in Behavior Treatment Plan | CPI, Gentle Teaching or other non-aversive training, as specified in individual consumers Behavior Treatment Plan | | | | MDCH-CMH SOM R 330.7001(z) |
| Licensed Residential Training Bundle: 1. Working with People with DD/MI 2. Role of Direct Care Workers 3. Emergency Preparedness 4. Nutrition 5. Health | Training Tool Box | Training Tool Box | Training Tool Box | Training Tool Box | Current MMPM MDCH AR 400.14204 SOM R 400.15204 |
| Provider Staff Qualifications | Lenawee, Livingston, Monroe and Washtenaw Providers | | | | Source |
| Staff is 18 years of age or older | Copy of Driver's License or other Photo Identification Card | | | | Current MMPM |
| Criminal Background Check | Copy of Initial Background Check & Most Recent Background Check | | | | Current MMPM |
| Recipient Rights Background Check | Copy of initial Recipient Rights Department background check results. | | | | Current MMPM |
| Motor Vehicle Driving Record Check | Copy of most recent Michigan SOS Driving Record (or previous residence) | | | | Current MMPM |
| Tuberculosis Testing | Copy of most recent TB Test Results | | | | Current MMPM |
| *(MMPM)- Michigan Medicaid Provider Manual **(MH Code)-Michigan Mental Health Code ***(MDHHS-AR) MDHHS Administrative Rule ****(MDHHS-CMH) MDHHS Contractual Requirement of CMH System | | | | | |