SPECIALTY SERVICE CONTRACT

BETWEEN

Monroe Community Mental Health Authority

AND

Centria Healthcare

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SERVICE CONTRACT
with
Centria Healthcare

This contract is between the **Monroe Community Mental Health Authority,** a municipal corporation, located at 1001 S. Raisinville Rd. Monroe, MI 48161 (hereinafter referred to as "CMHSP"), and **Centria Healthcare** located at **27777 Inkster Rd Suite 100 Farmington Hills, MI 48334** (hereinafter referred to as "CONTRACTOR").

ARTICLE I: CONTRACT AUTHORITY

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

ARTICLE II: DEFINITIONS / ACRONYMS

ARRA: American Recovery and Reinvestment Act

Centers for Disease Control and Prevention (CDC): The Centers for Disease Control and Prevention is a national public health institute in the United States. It is a United States federal agency, under the Department of Health and Human Services.

CFR: Code of Federal Regulations

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

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

Consumer/Beneficiaries/Recipients: Individuals to be served under this Contract.

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

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

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

GAGAS: Generally Accepted Government Auditing Standards

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

HCFA: Health Care Finance Administration

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

OMB: Office of Management and Budget

ORR: Office of Recipient Rights

Michigan Department of Health and Human Services (MDHHS): The Michigan Department of Health and Human Services is a principal department of the State of Michigan, headquartered in Lansing, that provides public assistance, child, and family welfare services, and oversees health policy and management.

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

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

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

USC: United States Code.

ARTICLE III: POLICIES

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

ARTICLE IV: CONTRACT TERM

This Contract shall be in effect from **October 01, 2024,** to **September 30, 2026**, 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: CONTRACT TERMINATION

A. TERMINATION WITHOUT CAUSE:

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

B. TERMINATION WITH CAUSE:

This Contract may be terminated, suspended, denied, revoked, or canceled by CMHSP with thirty (30) calendar days prior written or electronic 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 the effective date of such termination.

C. TERMINATION DUE TO INSUFFICIENT FUNDING:

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

D. TERMINATION EFFECTIVE IMMEDIATELY UPON DELIVERY OF NOTICE:

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

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

E. PAYMENT:

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

F. ITEMS AND FUNDS TO BE RELEASED UPON TERMINATION:

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

G. MEDICAID AND OTHER CLAIMS:

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

H. CONTRACT TERMINATION TRANSITION PLAN:

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

ARTICLE VI: SERVICE SITE / CONSUMER SERVICE REFERRAL

A. ACCEPTANCE OF REFERRALS:

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

B. SERVICE REFERRAL REJECTION:

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

C. SERVICE REFERRAL REJECTION NOTIFICATION REQUIREMENT:

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

D. SERVICE SITE / CONSUMER SERVICE TERMINATION

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

E. SERVICE SITE / CONSUMER SERVICE TERMINATION NOTIFICATION REQUIREMENT:

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

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

ARTICLE VII: ASSURANCES

A. FEDERAL DEBARMENT AND SUSPENSION:

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

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

to the CMHSP upon written or electronic request from the CMHSP. The CONTRACTOR must notify the CMHSP of any changes in ownership, control or managing employee status within 35 days.

B. CRIMINAL CONVICTIONS:

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

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

C. POLICY COMPLIANCE:

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

ARTICLE VIII: CONTRACT REMEDIES AND SANCTIONS

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

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

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

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

The implementation of any of these actions does not require a contract amendment; the sanction notice to CONTRACTOR is sufficient authority according to this provision. The use of remedies and sanctions

will typically follow a progressive approach, but CMHSP reserves the right to deviate from the progression as needed to seek correction of serious or repeated breaches, or patterns of substantial non-compliance or performance problems.

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

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

ARTICLE IX: DISPUTE RESOLUTION

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

ARTICLE X: RECIPIENT RIGHTS

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

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

ARTICLE XI: CONFIDENTIALITY/HIPAA

A. CONFIDENTIALITY:

CONTRACTOR shall remain in compliance with all applicable laws, rules, and regulations related to the confidentiality of consumer information. This includes, but is not limited to, the Michigan Mental Health

Code, MDHHS Administrative Rules, 42 CFR Part 2 (as appropriate), and all aspects of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), The Health Information Technology for Economic and Clinical Health Act of the ARRA (HITECH), and the Administrative Simplification section, Title II, Subtitle F, regarding standards for privacy and security of protected health information (PHI) as outlined in the Act.

B. CONTRACTOR REQUIREMENTS RELATED TO HIPAA:

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

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

CONTRACTOR shall follow all CMHPSM policies and confidentiality requirements related to the EHR, including those found within the CMHPSM Confidentiality & Access to Consumer Records policy. CONTRACTOR shall ensure that staff access EHR on a "need to know" basis only. Each EHR user of the CONTRACTOR must register with CMHSP and must access the system using only their individual login information, which shall be held confidential. An individual EHR login may not be shared by multiple staff persons. The CONTRACTOR must immediately notify the CMHSP of any individual who no longer requires access to the EHR. The CONTRACTOR shall participate in auditing/monitoring activities related to meeting these requirements.

ARTICLE XII: SCOPE OF SERVICES

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

A. SCOPE OF PRACTICE:

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

B. INDIVIDUAL PLAN OF SERVICE (IPOS):

CONTRACTOR agrees to deliver services in accordance with each consumer's Individual Plan of Service (IPOS) as authorized for each consumer by CMHSP. CONTRACTOR will assure that a copy of each consumer's current IPOS is available at each site.

C. ACHIEVEMENT OF CONSUMER'S GOALS AND OBJECTIVES:

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

D. COORDINATION OF CARE:

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

E. DOCUMENTATION:

CONTRACTOR shall comply with CMHSP documentation standards including timeliness and service verification standards as dictated in the Timeliness of Service Provision and Documentation Policy.

F. WORK SCHEDULE:

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

G. CONTRACTOR / CONSUMER COMMUNICATION:

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

ARTICLE XIII: ACCESS TO CARE

A. CONSUMERS WITH LIMITED ENGLISH PROFICIENCY:

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

B. EQUAL HOURS OF OPERATION:

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

ARTICLE XIV: SUBCONTRACTING

CONTRACTOR will provide services as outlined in Attachment B, Scope of Services, and will not subcontract or delegate the services without prior written or electronic approval from CMHSP. If the CMHSP grants written or electronic 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 or electronic 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 cost rate reimbursement contract, the subcontractor's budget must include all funding sources and expenditures by category.

5. Copies of each subcontract shall be available for review by authorized CMHSP or MDHHS representatives. Upon request of CMHSP or MDHHS, CONTRACTOR shall forward copies of requested subcontracts for review. CMHSP will withhold funding for any subcontract work not covered by appropriate, properly executed subcontracts.

6. CONTRACTOR will assure that any approved subcontracted licensed independent practitioner(s) will not under any circumstances subcontract or assign the services to be provided under this Contract.

ARTICLE XV: COMPENSATION

A. CONTINGENT UPON FUNDING:

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

B. AUTHORIZED SERVICES:

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

C. COORDINATION OF BENEFITS:

CONTRACTOR shall collect from all available third-party revenue sources for services performed. When third-party insurance is available, CONTRACTOR must bill that insurance first; the amount billed shall be noted on the claim submitted to CMHSP. If the amount that is collected after the claim is submitted to

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

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

E. RATES:

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

F. CLAIMS SUBMISSION:

The CMHSP prefers that all claims be submitted by direct entry into the CMHPSM electronic health record (EHR). Exceptions may be granted with prior approval from CMHSP. Claims submitted electronically through the EHR are not considered received until the CONTRACTOR has completed step two, "Submit Claims to [CMHSP]". Claims, if approved under this exception, shall be submitted on HIPAA compliant

format: HCFA 1500 / UB- 92 HCFA 1450 (paper claims submission) or 837 professional/Institutional (electronic claims submission).

G. CLAIMS SUBMISSION TIMELINESS

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

H. CLAIMS PAYMENT/DENIAL/APPEAL:

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

I. CLAIMS SUPPORTING DOCUMENTATION:

CONTRACTOR will ensure documentation is in accordance with CMHSP standards and provides evidence that service was provided as billed, and as indicated in the consumer's individual plan of service. CMHSP may review supporting documentation in its determination of appropriateness of claims.

J. EXCEPTION REQUESTS:

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

K. FISCAL AND PROGRAM STATUS AND FINANCIAL SOLVENCY:

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

L. RETURN OF UNUSED OR INAPPROPRIATELY USED FUNDS:

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

M. DISALLOWED EXPENDITURES:

Payments and/or services authorized by this Contract that are contrary to federal, state and/or the MDHHS contract governing this Contract, then the federal, state and/or the MDHHS contract shall take precedence over this Contract and will require that expenditures are made within compliance of such laws and/or MDHHS contract. If a CONTRACTOR has been paid inappropriately pursuant to this contract for Medicaid or non-Medicaid service claims and/or cost claims which are later disallowed, CONTRACTOR shall fully repay CMHSP for such disallowed payments, fines, penalties, and fees within sixty (60) days of CONTRACTOR's final disposition notification of the disallowances. At its discretion, CMHSP may authorize, in writing or electronically, additional time for repayment.

N. EXTENSION OF CLAUSE:

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

ARTICLE XVI: CONTINGENT FEES

CONTRACTOR assures 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 assurance, CMHSP may cancel this Contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due CONTRACTOR.

ARTICLE XVII: REPORTING

A. REPORTING TO DIRECTOR/CEO/DESIGNEE:

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

B. REVIEW AND APPROVAL OF REPORTS:

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

C. FAILURE TO REPORT:

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

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

F. INCIDENT REPORTS:

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

ARTICLE XVIII: FINANCIAL AUDIT

A. ANNUAL INDEPENDENT FINANCIAL AUDIT:

Unless an "Annual Audit Waiver" is granted by CMHSP, CONTRACTOR shall obtain within one hundred eighty (180) 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 type. One copy of the Audit must be submitted to the CMHSP. Failure to submit this audit may result in the imposition of a financial penalty.

B. CORRECTIVE ACTION:

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

C. ANNUAL PROGRAM AUDIT:

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

- 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 one hundred eighty (180) days of the close of CONTRACTOR's fiscal year or the termination of this Contract, whichever occurs first. Failure to provide this audit may result in the imposition of a financial penalty.

D. ANNUAL AUDIT WAIVER:

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

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

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

E. FINANCIAL COMPILATION:

The CONTRACTOR will be required to provide an annual financial compilation in lieu of an annual financial audit or annual program audit if an Audit Waiver has been approved. A financial compilation does not need to be conducted by an independent auditor or audit firm; however, it must be attested to by the CONTRACTOR's highest-ranking executive and/or highest-ranking financial officer. The CMHSP also reserves the right to request copies of CONTRACTOR's 990's.

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

F. RIGHT TO AUDIT AT TERMINATION:

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

G. SINGLE AUDIT REQUIREMENT:

If CONTRACTOR expends more than $750,000.00 in federal awards (according to 2 CFR Part 200 Subpart F) 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 2 CFR Part 200. 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 one hundred eighty (180) days after 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 2 CFR Part 200, Subpart F, 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, going 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 XIX: ACCREDITATION

If CONTRACTOR is an organization providing mental health specialty support services to six (6) or more individuals under this Contract, CONTRACTOR shall maintain accreditation from one of the following: The Joint Commission (TJC), Commission on Accreditation of Rehabilitation Facilities (CARF), Council on Accreditation (COA), the National Council on Quality Assurance (NCQA), Community Health Accreditation Partner (CHAP), Behavioral Health Center of Excellence (BHCOE) or any other accrediting body approved by the CMHSP in writing or electronically.

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 or electronically.

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

CONTRACTOR has received accreditation from an approved accreditation body, written proof of this accreditation shall be submitted to the CMHSP. CONTRACTOR will notify the CMHSP of any change in accreditation status in writing or electronically.

ARTICLE XX: PERFORMANCE IMPROVEMENT / QUALITY IMPROVEMENT

The CONTRACTOR shall comply with the following and will develop, implement, and monitor a Continuous Performance Improvement Program which includes a process of continual quality improvement and responsiveness to data that is not meeting an organizational and/or CMHSP goal or threshold by:

1. Implementing performance outcome objectives that are consistent with the organization's and CMHSP's Vision Statement, Mission and Values, and Strategic Plan; and
2. Submitting data on the indicators listed below to the CMHSP by the listed due date (reporting link will be emailed at least 15 days before due date):

Contracted Service

Area to be reported	***Reporting Requirements***	***Information Source***	***Frequency***
Consumer Satisfaction with Services Provided	Consumer and/or Guardian aggregate survey results and response rate (report # of surveys distributed and # of surveys collected)	Consumer and/or Guardian Survey	Annually – Due April 15th
Staff Turnover Rate	# of FTE's running overtime Length of service for each staff	Employee records	Quarterly – Due 15th of Jan, Apr, Jul, Oct
Staff Training – Initial Training (new staff)	Total # of staff working less than 90 days who have completed all initial required trainings	Contract – Attachment D, "Provider Staff Training Requirements";	Quarterly –

		Employee records	Due 15th of Jan, Apr, Jul, Oct
Staff Training – Required Trainings (long-term staff)	Total # of staff working 12 months or more who have completed all initial and all refresher required trainings	Contract – Attachment D, "Provider Staff Training Requirements" Employee records	Quarterly – Due 15th of Jan, Apr, Jul, Oct
Initial Recipient Rights Training	Report new staff's date of hire and date of initial Recipient Rights Training	Contract – Attachment D, "Provider Staff Training Requirements" Employee records	Quarterly – Due 15th of Jan, Apr, Jul, Oct

Reports are due as indicated unless otherwise agreed, in writing, by the CMHSP. In the event CONTRACTOR does not submit reports by the due date, the CMHSP may impose sanctions in the form of holding payment to CONTRACTOR until all required data has been submitted.

If modifications to the Provider Indicators should occur, updated Provider Indicators will be provided to CONTRACTOR within thirty (30) days.

ARTICLE XXI: INDEPENDENT CONTRACTOR

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

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

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

ARTICLE XXII: PERSONNEL

A. SUBCONTRACTED PERSONNEL RECORDS:

If the CONTRACTORS approved to subcontract 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 provide 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 with prior written notification that the employee will be employed concurrently with both parties.

C. SUFFICIENT STAFFING LEVELS AND RECORDS:

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

D. CONSUMER CHOICE OF STAFF:

Consumers shall be given an opportunity to express a preference in the assignment of CONTRACTOR's staff to serve the consumer, within the limits of available staff in the CONTRACTOR's program. Additionally, CONTRACTOR shall make every attempt to ensure 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 COMPLIANCE WITH REGULATORY REQUIREMENTS:

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

G. HUMAN RESOURCES POLICIES AND PROCEDURES:

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

1. Job descriptions, including qualifications, for all employees including administration, i.e., Executive Director/CEO.
2. CONTRACTOR's process for ongoing assessment of clinical responsibilities for all staff according to the CONTRACTOR's accrediting body.

3. Procedures for conducting criminal background checks, national sex offender, and state sex offender registry checks on all employees, subcontractor, subcontractor employee, or volunteer (including students and interns):
    a. Must be conducted prior to employee hire.
    b. Must be completed at least biennial.
    c. Acceptable criminal background check sources include Michigan Workforce, ICHAT or Fingerprint Based Criminal Background Checks (FCBCs) or other criminal background check sources approved by the CMHSP.
    d. Acceptable sex offender checks are Michigan Public Sex Offender Registry: https://mspsor.com/
    e. National Sex Offender Registry: https://www.nsopw.gov/.

4. Procedures for conducting a Central Registry (CR) check for all new employees, subcontractors, subcontractors' employees, or volunteers (including students and interns) who work directly with children:
    a. Must be conducted prior to employee hire.
    b. Must be conducted at least biennial.
    c. Acceptable Central Registry check can be found here: https://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330-180331--,00.html

5.. Procedures for conducting CMHSP Recipient Rights history check on CONTRACTOR'S employees prior to hire.

6. Procedures for hiring and termination, including disciplinary procedures and pre-employment inquiries, for all positions, including the Executive Director/CEO.

7. Pay schedules, including provisions for overtime pay and payroll dates.

8. 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.

9. At least an annual written work evaluation in the personnel record of each employee, including an annual assessment of the Executive Director/CEO by the Board, if applicable.

10. 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.

11. Requirements for staff involved in operating motor vehicles that transport consumers.

12. 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.

13. 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 CMHPSM Organizational Credentialing/Re-Credentialing and Monitoring policy. If CONTRACTOR is an organization that employs staff, CONTRACTOR shall ensure that its staff providing services to consumers meet the CMHSP's credentialing and assessment of clinical competency requirements, including re-credentialing (every two years) and reassessment (at least annually) of clinical competencies necessary to perform the services required under this Contract. Organizational providers that do not hold

a current accreditation status from a nationally qualified accrediting body will be administratively monitored annually by the CMHSP.

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

L. NON-DISCRIMINATION IN EMPLOYMENT:

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

M. POSTING WHISTLEBLOWERS PROTECTION ACT POSTER:

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

ARTICLE XXIII: CULTURAL COMPETENCE

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

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

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

ARTICLE XXIV: INDEMNIFICATION

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

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

ARTICLE XXV: INSURANCE

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

A. WORKERS' DISABILITY COMPENSATION INSURANCE:

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

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 Monroe County and CMHSP as additional insured with respect to general liability. CONTRACTOR understands that this additionally insures CMHSP's Board members, officers, employees, agents, and volunteers.

C. PROFESSIONAL LIABILITY INSURANCE:

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

Professional liability insurance is required only if CONTRACTOR is providing professional services that are to be reimbursed through this Contract. Professional services are identified within the most current version of the MDHHS Michigan PIHP/CMHSP Provider Qualifications Chart.

D. MOTOR VEHICLE LIABILITY INSURANCE:

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

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

E. INSURANCE SUBMISSION:

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

Monroe Community Mental Health Authority
1001 S. Raisinville Rd.
Monroe, MI 48161

Insurance policies must be issued by a company licensed and admitted to do business in Michigan or Ohio, as applicable, and who has not less than an A.M. Best Company's Insurance Reports Rating of A- and must be acceptable to the CMHSP. Coverage provided by a company that is approved but non-admitted must be acceptable to the CMHSP and approved by the CMHSP. CONTRACTOR shall provide CMHSP with 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 certificates of insurance have been received and approved by the CMHSP. If the insurance, as evidenced by certificates furnished by the CONTRACTOR, expires, or is canceled during the term of this Contract, services and related payments shall be suspended until certificates evidencing renewal of coverage are submitted to and approved by CMHSP.

ARTICLE XXVI: NON-DISCRIMINATION, AFFIRMATIVE ACTION, AND PROCUREMENT

A. DISCRIMINATION IN EMPLOYMENT PROHIBITED AND AFFIRMATIVE ACTION:

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

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

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

B. DISCRIMINATION IN PROCUREMENT PROHIBITED:

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

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.

ARTICLE XXVII: CONFLICT OF INTEREST AND ACCESS TO INFORMATION

A. CONFLICT OF INTEREST:

CONTRACTOR ensures that it has no interest which would conflict with the performance of services required by this Contract. CONTRACTOR also ensures 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 their personal interest or the interest of any corporation, partnership or association in which they are directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

B. CMHSP ACCESS TO RECORDS AND INFORMATION:

CONTRACTOR understands that CMHSP may seek information about activities of persons described in the following, for any possible conflict of interest. If any such conflict is identified, CMHSP may take action to terminate this Contract. Upon written or electronic 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.

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

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

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

ARTICLE XXVIII: COMPLIANCE WITH MDHHS AGREEMENTS

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

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

ARTICLE XXIX: COMPLIANCE WITH LAWS, REGULATIONS, AND GUIDELINES

A. COMPLIANCE:

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

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

B. ANTI-LOBBYING:

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

In addition, CONTRACTOR, 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 PIHP/CMHSP for preventing and detecting Medicaid fraud, abuse, and waste.

ARTICLE XXX: DOCUMENTS AND PUBLICATIONS

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

When applicable, all of the following standards apply regarding the publication rights of CMHSP and the CONTRACTOR;

1. Where the CONTRACTOR exclusively develops books, films, or other such copyrightable materials through activities supported by this contract, the CONTRACTOR may copyright those materials. The materials that the CONTRACTOR copyrights cannot include service recipient information or personal identification data. CONTRACTOR grants the CMHSP a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use such materials and authorizes others to reproduce and use such materials.
2. Any materials copyrighted by the CONTRACTOR or modifications bearing acknowledgment of the CMHSP's name must be approved by the CMHSP before reproduction and use of such materials. The CMHSP may modify the material copyrighted by the CONTRACTOR and may combine it with other copyrightable intellectual property to form a derivative work. The CMHSP

will own and hold all copyright and other intellectual property rights in any such derivative work, excluding any rights or interest granted in this contract to the CONTRACTOR. If the CONTRACTOR ceases to conduct business for any reason or ceases to support the copyrightable materials developed under this contract, the CMHSP has the right to convert its licenses into transferable licenses to the extent consistent with any applicable obligations the CONTRACTOR has to the PIHP (Community Mental Health Partnership of Southeast Michigan), the Michigan Department of Health and Human Services, the State of Michigan, or the federal government.

3. The CONTRACTOR shall give recognition to the CMHSP in any and all publications papers and presentations arising from the program and service contract herein: the CMHSP will do likewise.
4. The CONTRACTOR must notify the CMHSP's contract liaison thirty (30) days before applying to register a copyright with the U.S. Copyright Office. The CONTRACTOR must submit an annual report for all copyrighted materials developed by the CONTRACTOR through activities supported by this contract and must submit a final invention statement and certification within 90 days of the end of the contract period.

ARTICLE XXXI: MISCELLANEOUS PROVISIONS

A. RELATIONSHIP TO CMHPSM REGIONAL PROVIDER NETWORK:

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

B. PURCHASES OF EQUIPMENT OR FURNISHINGS:

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

C. CHOICE OF LAW AND VENUE:

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

D. AMENDMENTS:

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

E. EXTENT OF CONTRACT:

This Contract and its attachments, the referenced PIHP/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 or electronic consent of CMHSP.

H. INVALID PROVISIONS:

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

I. NONBENEFICIARY CONTRACT:

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

J. PRACTICE AND ETHICS:

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

K. DISREGARDING TITLES AND HEADINGS:

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

L. EXECUTION IN COUNTERPARTS:

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

ARTICLE XXXII: TECHNICAL ASSISTANCE and CONTRACT MONITORING

A. CONTRACT LIAISON:

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

B. SITE VISITS:

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

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

C. CMHPSM CREDENTIALING:

CONTRACTOR shall meet all of the standards outlined within the CMHPSM Organizational Credentialing & Monitoring Policy during the term of this Contract.

ARTICLE XXXIII: CONTINUING CONTRACT

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

ARTICLE XXXIV: AUTHORITY TO SIGN

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

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

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

Monroe Community Mental Health Authority:

By: _____
Lisa Graham (DATE)
Chief Executive Officer

CONTRACTOR: Centria Healthcare

By: _____
Authorized Signatory (DATE)
Name:
Title:

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 CMHPSM website and incorporated by reference into this Contract.
D. Comply with the mechanisms established by CMHSP for protecting recipient rights and accept the final jurisdiction of the CMHSP Recipient Rights Office. Agree to implement recommended remedial action for substantiated violations of rights guaranteed by the Mental Health Code and MDHHS Administrative Rules. CMHSP's ORR representatives shall have access at any time to all staff, recipients, service records, and services of the CONTRACTOR in order to fulfill the monitoring function of that office or to conduct a thorough investigation, and it shall be the CONTRACTOR's responsibility to take any necessary action/s to ensure employee compliance. CONTRACTOR's employees are required to cooperate with the Rights Officer during an investigation.
E. Provide or ensure that appropriate action is taken to protect complainants, Rights staff, recipients, or any staff or person acting on behalf of a recipient if there is evidence that harassment or retaliation occurred in response to their participation in any recipient rights activities. Accept the jurisdiction of the CMHSP ORR to investigate allegations of harassment or retaliation against complainants, Rights staff, recipients, or any staff or person acting on behalf of recipients in response to their participation in any recipient rights activities.
F. Monitor the safety and welfare of recipients while they are under its service supervision pursuant to this Contract. If the health or safety of any recipient for which services are being delivered is in jeopardy, CONTRACTOR shall cooperate in the immediate transfer of the recipient(s) to another services provider.
G. Provide immediate comfort and protection to any recipient who has suffered an alleged rights violation or has suffered physical injury. Ensure that emergency medical personnel are notified immediately if necessary due to the severity of injury.
H. Verbally report any incident involving the death, serious injury, or any apparent or suspected rights violation (including but not limited to abuse or neglect) to the ORR immediately, if possible, but no later than the next business day. In addition to the ORR report, document the 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 recipients in compliance with MCL 330.1748 and MCL 330.1750 of the Mental Health Code, and other applicable state and federal laws.
M. Ensure that all staff are oriented to Recipient Rights within 30 days of hire by using the curriculum developed by the Office of Recipient Rights titled: "Day One Rights Orientation." This training includes, but is not limited to, definitions of abuse, neglect, confidentiality, and mandated reporting requirements and shall be the responsibility of the CONTRACTOR. Employees shall not work alone with recipients until they have completed this rights training.
N. Submit to the CMHSP, in a manner and frequency as indicated by the CMHSP, written evidence that all staff hired during the duration of this contract are being oriented to Recipient Rights as indicated in Section M. of this Attachment.
O. Ensure that new employees receive a complete rights training by a Rights Officer within the Community Mental Health Partnership of Southeast Michigan or by another CMH Rights Officer outside of this Affiliation within ninety days of the date of hire. The CMHSP ORR shall provide rights training for CONTRACTOR'S new employees on a schedule determined by the CMHSP ORR. All employees providing mental health services are to retake a rights class either in person or an approved electronic/online curriculum, annually. It is the responsibility of the CONTRACTOR to track their employees' rights training, ensure employees retake the rights class every year, maintain clear and easily accessible records of all rights training received by staff, and allow those training records to be reviewed by the CMHSP ORR.
P. Ensure that all employees have received training in the appropriate and adequate provision of care and services when applicable, ensure that recipients receive a standard of care as required by law, rules, policies, guidelines, procedures, written directives, and the individual plan of service. As applicable, this training may include, but is not limited to, CPR and First Aid, Medication training, and PCP training.
Q. Comply with CMHSP grievance and appeal mechanisms, which allow recipients/applicants to pursue resolution of complaints, related to services and supports managed and/or delivered by CMHSP. Specifics of these mechanisms (second opinions, grievances, disputes, Medicaid and MDHHS fair hearings) are set forth in the Customer Service Policy and the Consumer Appeals Policy, copies of which are available on the CMHPSM website, and which are incorporated by reference into this Contract.
R. Remain in compliance with the Bullard-Plawecki Employee Right to Know Act, PA 397 of 1978, by assuring that employees are given written notice under the conditions and as detailed in that Act.

CMHSP reserves the right to terminate this Contract for failure to comply with recipient rights policies and/or remedial actions if client abuse and/or neglect is substantiated, and to remove any recipient,

referred or placed pursuant to this Contract, who CMHSP deems is in immediate danger while under the CONTRACTOR's care.

ATTACHMENT B

SCOPE OF SERVICE
Applied Behavior Analysis

General Description of Services

Comprehensive Diagnostic Evaluations:

Accurate and early diagnosis of ASD is critical in ensuring appropriate intervention and positive outcomes. The comprehensive diagnostic evaluation must be performed before the child receives BHT services. The comprehensive diagnostic evaluation is a neurodevelopmental review of cognitive, behavioral, emotional, adaptive, and social functioning, and should include validated evaluation tools. Based on the evaluation, the practitioner determines the child's diagnosis, recommends general ASD treatment interventions, and refers the child for a behavior assessment which is provided or supervised by a BCBA/LBA to recommend more specific ASD treatment interventions. The diagnostic evaluations are performed by a qualified licensed practitioner working within their scope of practice and who is qualified and experienced in diagnosing ASD. A qualified licensed practitioner includes:

- A physician with a specialty in psychiatry or neurology;
- A physician with a subspeciality in developmental pediatrics, developmental-behavioral pediatrics or a related discipline;
- A physician with a specialty in pediatrics or other appropriate specialty with training, experience or expertise in ASD and/or behavioral health;
- A psychologist;
- An advanced practice registered nurse with training, experience, or expertise in ASD and/or behavioral health;
- A physician assistant with training, experience, or expertise in ASD and/or behavioral health; or
- a master's level, fully licensed clinical social worker, working within their scope of practice, and is qualified and experienced in diagnosing ASD.

The determination of a diagnosis by a qualified licensed practitioner is accomplished by following best practice standards. The differential diagnosis of ASD and related conditions requires multimodal assessment and integration of clinical information. This is a complex assessment procedure in which clinicians must integrate data from caregiver reports, records (e.g., medical, school, other evaluations), collateral reports (e.g., teachers, other treatment providers), data gathered from utilization of standardized psychological tools (e.g., developmental, cognitive, adaptive assessment), and the observational assessment to determine diagnostic and clinical impressions.

Medical Necessity Criteria:

Medical necessity and recommendation for BHT services are determined by a physician or other licensed practitioner working within their scope of practice under state law. Comprehensive diagnostic re-evaluations are required no more than once every three years, unless determined medically necessary more frequently by a physician or other licensed practitioner working within their scope of practice. The recommended frequency should be based on the child's age and developmental level, the presence of

comorbid disorders or complex medical conditions, the severity level of the child's ASD symptoms, and adaptive behavior deficits through a person-centered, family-driven, youth-guided process involving the child, family, and treating behavioral health care providers.

The child must demonstrate substantial functional impairment in social communication, patterns of behavior, and social interaction as evidenced by meeting criteria A and B (listed below); and require BHT services to address the following areas:

A. The child currently demonstrates substantial functional impairment in social communication and social interaction across multiple contexts and is manifested by all of the following:
    1. Deficits in social-emotional reciprocity ranging, for example, from abnormal social approach and failure of normal back-and-forth conversation, to reduced sharing of interests, emotions, or affect, to failure to initiate or respond to social interactions.
    2. Deficits in nonverbal communicative behaviors used for social interaction ranging, for example, from poorly integrated verbal and nonverbal communication to abnormalities in eye contact and body language or deficits in understanding and use of gestures, to a total lack of facial expressions and nonverbal communication.
    3. Deficits in developing, maintaining, and understanding relationships ranging, for example, from difficulties adjusting behavior to suit various social contexts, to difficulties in sharing imaginative play or in making friends, to absence of interest in peers.

B. The child currently demonstrates substantial restricted, repetitive, and stereotyped patterns of behavior, interests, and activities, as manifested by at least two of the following:
    1. Stereotyped or repetitive motor movements, use of objects, or speech (e.g., simple motor stereotypes, lining up toys or flipping objects, echolalia, and/or idiosyncratic phrases).
    2. Insistence on sameness, inflexible adherence to routines, or ritualized patterns of verbal or nonverbal behavior (e.g., extreme distress at small changes, difficulties with transitions, rigid thinking patterns, greeting rituals, and/or need to take same route or eat the same food every day).
    3. Highly restricted, fixated interests that are abnormal in intensity or focus (e.g., strong attachment to or preoccupation with unusual objects and/or excessively circumscribed or perseverative interest).
    4. Hyper- or hypo-reactivity to sensory input or unusual interest in sensory aspects of the environment (e.g., apparent indifference to pain/temperature, adverse response to specific sounds or textures, excessive smelling or touching of objects, and/or visual fascination with lights or movement).

Determination of Eligibility for BHT:

The following is the process for determining eligibility for BHT services for a child with a confirmed diagnosis of ASD. Eligibility determination and recommendation for BHT must be performed by a qualified licensed practitioner through direct observation utilizing valid evaluation tools. BHT services are available for children under 21 years of age with a diagnosis of ASD from the Diagnostic and Statistical Manual of Mental Disorders (DSM-5), and who have the developmental capacity to clinically participate in the available interventions covered by BHT services. A well-established DSM-IV diagnosis of Autistic

Disorder, Asperger's Disorder or PDD-NOS should be given the diagnosis of ASD. Children who have marked deficits in social communication but whose symptoms do not otherwise meet criteria for ASD should be evaluated for social (pragmatic) communication disorder.

To be eligible for BHT, the following criteria must be met:

- Child is under 21 years of age.
- Child received a diagnosis of ASD from a qualified licensed practitioner utilizing valid evaluation tools.
- Child is medically able to benefit from the BHT treatment.
- Treatment outcomes are expected to develop, maintain, or restore, to the maximum extent practicable, the functioning of a child with ASD. Measurable variables may include increased social-communication skills, increased interactive play/age-appropriate leisure skills, increased reciprocal, and functional communication, etc.
- Coordination with the school and/or early intervention program is critical. Collaboration between school and community providers is needed to coordinate treatment and to prevent duplication of services. This collaboration may take the form of phone calls, written communication logs, participation in team meetings (i.e., Individualized Education Plan/Individualized Family Service Plan [IEP/IFSP], Individual Plan of Service [IPOS], etc.).
- Services are able to be provided in the child's home and community, including centers and clinics.
- Symptoms are present in the early developmental period (symptoms may not fully manifest until social demands exceed limited capacities or may be masked by learned strategies later in life).
- Symptoms cause clinically significant impairment in social, occupational, and/or other important areas of current functioning that are fundamental to maintain health, social inclusion, and increased independence.
- Medical necessity and recommendation for BHT services are determined by a qualified licensed practitioner.
- Services must be based on the individual child and the parent's/guardian's needs and must consider the child's age, school attendance requirements, and other daily activities as documented in the IPOS. Families of minor children are expected to provide a minimum of eight hours of care per day on average throughout the month.

Prior Authorization:

BHT services are authorized for a time period not to exceed 365 days. The 365-day authorization period for services may be re-authorized annually based on recommendation of medical necessity by a qualified licensed practitioner working within their scope of practice under state law.

Re-Evaluation:

Comprehensive diagnostic re-evaluations are required no more than once every three years, unless determined medically necessary more frequently by a physician or other licensed practitioner working within their scope of practice. The recommended frequency should be based on the child's age and

developmental level, the presence of comorbid disorders or complex medical conditions, the severity level of the child's ASD symptoms and adaptive behavior deficits through a person-centered, family-driven youth-guided process involving the child, family, and treating behavioral health care providers.

Transition and Discharge Criteria:

The desired BHT goals and outcomes for discharge should be specified at the initiation of services, monitored throughout the duration of service implementation, and refined through the behavioral service level evaluation process. Transition and discharge from all BHT services should generally involve a gradual step-down model and require careful planning. Transition and discharge planning from BHT services should include transition goal(s) within the behavioral plan of care or plan, or written plan, that specifies details of monitoring and follow-up as is appropriate for the individual and the family or authorized representative(s) utilizing the PCP process.

Discharge from BHT services should be reviewed and evaluated by a qualified BHT professional for children who meet any of the following criteria:

- The individual has achieved treatment goals and less intensive modes of services are medically necessary and/or appropriate.
- The individual is either no longer eligible for Medicaid or is no longer a State of Michigan resident.
- The individual, family, or authorized representative(s) is interested in discontinuing services.
- The individual has not demonstrated measurable improvement and progress toward goals, and the predicted outcomes, as evidenced by a lack of generalization of adaptive behaviors across different settings where the benefits of the BHT interventions are not able to be maintained, or they are not replicable beyond the BHT treatment sessions through the successive authorization periods.
- Targeted behaviors and symptoms are becoming persistently worse with BHT treatment over time or with successive authorizations.
- The services are no longer medically necessary, as evidenced by use of valid evaluation tools administered by a qualified licensed practitioner.
- The provider and/or individual/family/authorized representative(s) are unable to reconcile important issues in treatment planning and service delivery to a degree that compromises the potential effectiveness and outcome of the BHT service.

Behavioral assessments:

A developmentally appropriate applied behavior analysis (ABA) assessment process must identify strengths and weaknesses across domains and potential barriers to progress. The information from this process is the basis for developing the individualized behavioral plan of care with the individual, family, and treatment planning team. Behavioral assessments can include direct observational assessment, record review, rating scales, data collection, functional or adaptive assessments, structured interviews, and analysis by a board certified and licensed behavior analyst (BCBA/LBA). Behavioral assessment tools must describe specific levels of behavior at baseline to inform the individual's response to treatment through ongoing collection, quantification, and analysis of the individual's data on all goals as monitored by a BCBA/LBA.

Behavioral Intervention:

BHT services include a variety of behavioral interventions which have been identified as evidence-based by nationally recognized research reviews and/or other nationally recognized scientific and clinical evidence. BHT services are designed to be delivered primarily in the home and in other community settings.

BHT treatment services may also include any other intervention supported by credible scientific and/or clinical evidence, as appropriate for each individual. Based on the behavioral plan of care which is adjusted over time based on data collected by the qualified provider to maximize the effectiveness of BHT treatment services, the provider selects and adapts one or more of these services, as appropriate for each individual.

Tele-Practice BHT Services:

All tele-practice services must be prior authorized (i.e., IPOS indicates tele-practice as an identified treatment modality for the beneficiary) by the Michigan Department of Health and Human Services (MDHHS). Tele-practice is the use of telecommunications and information technologies for the exchange of encrypted patient data for the provision of services (e.g., access or travel to needed medical service may be prohibitive). Tele-practice must be obtained through real-time interaction between the child's physical location (patient site) and the provider's physical location (provider site).

Tele-practice services are provided to patients through hardwire or internet connection. It is the expectation that providers, facilitators, and staff involved in tele-practice are trained in the use of equipment and software prior to servicing patients and services provided via tele-practice are provided as part of an array of comprehensive services that include in-person visits and assessments with the primary supervising BHT provider. Qualified providers of behavioral health services are able to arrange tele-practice services for the purposes of teaching the parents/guardians to provide individualized interventions to their child and to engage in behavioral health clinical observation and direction, (i.e., increase oversight of the provision of services to the beneficiary to support the outcomes of the behavioral plan of care developed by the primary supervising BHT provider). Qualified providers of behavioral health services include Board Certified Behavior Analysts (BCBA), Board Certified Assistant Behavior Analysts (BCaBA), Licensed Psychologists (LP), Limited Licensed Psychologists (LLP), and Qualified Behavioral Health Professionals (QBHP). The provider of the tele-practice service is only able to monitor one child/family at a time. The administration of tele-practice services is subject to the same provision of services that are provided to a patient in person. Providers of tele-practice services must be currently certified by the Behavior Analyst Certification Board (BACB), be a QBHP, be licensed in the State of Michigan as a fully licensed psychologist or be a practitioner who holds a limited license and is under the direction of a fully licensed psychologist. Providers must ensure the privacy of the child and secure any information shared via telemedicine.

The technology used must meet the requirements of audio and visual compliance in accordance with current regulations and industry standards. Refer to the General Information of Providers Chapter of the provider Medicaid manual for the complete Health Insurance Portability and Accountability Act (HIPAA) compliance requirements.

The patient site may be located within a center, clinic, at the patient's home, or any other established site deemed appropriate by the provider. The room must be free from distractions that would interfere with the tele-practice session. A facilitator must be trained in the use of the tele-practice technology and be physically present at the patient site during the entire tele-practice session to assist the patient at the direction of the qualified provider of behavioral health. Occupational, physical and speech therapy are not covered under tele-practice services. Refer to the Telemedicine services database on the MDHHS website for appropriate or allowed telemedicine services that may be covered by the Medicaid Health Plan or by Medicaid Fee-for-Service. (Refer to the directory Appendix for website information)

BHT Service Level:

BHT services are available for Medicaid beneficiaries diagnosed with ASD and are provided for all levels of severity of ASD. The behavioral intervention should be provided at an appropriate level of intensity in an appropriate setting(s) within the individual's community for an appropriate period of time, depending on the needs of the individual and their family or authorized representative(s). Clinical determinations of service intensity, setting(s), and duration are designed to facilitate the child's goal attainment. These supports may serve to reinforce skills or lessons taught in school, therapy, or other settings, but are not intended to supplant responsibilities of educational or other authorities. Each individual's IPOS must specify how identified supports and services will be provided as part of an overall, comprehensive set of supports and services that does not duplicate services that are the responsibility of another entity, such as a private insurance or other funding authority, and do not include special education and related services defined in the Individuals with Disabilities Education Act (IDEA) that are available to the individual through a local education agency. The recommended service level, setting(s), and duration will be included in the individual's IPOS, with the planning team and the family or authorized representative(s) reviewing the IPOS no less than annually and, if indicated, adjusting the service level and setting(s) to meet the individual's changing needs. The service level includes the number of hours of intervention provided to the individual. The service level determination will be based on research-based interventions integrated into the behavioral plan of care with input from the planning team. Service intensity will vary with each individual and should reflect the goals of treatment, specific needs of the individual, and response to treatment.

- **Focused Behavioral Intervention:** Focused Behavioral Intervention is provided an average of 5-15 hours per week (actual hours needed are determined by the behavioral plan of care and interventions required).
- **Comprehensive Behavioral Intervention:** Comprehensive Behavioral Intervention is provided an average of 16-25 hours per week (actual hours needed are determined by the behavioral plan of care and interventions required).

BHT Service Evaluation:

As part of the IPOS, there is a comprehensive, individualized behavioral plan of care that includes specific targeted behaviors, along with measurable, achievable, and realistic goals for improvement. BCBAs/LBAs and other qualified providers develop, monitor, and implement the behavioral plan of care. These providers are responsible for effectively evaluating the child's response to treatment and skill acquisition. Ongoing determination of the level of service (minimally every six months) requires evidence

of measurable and ongoing improvement in targeted behaviors that are demonstrated with the use of reliable and valid assessment instruments (i.e., VB-MAPP, ABLLS -R, AFLS) and other appropriate documentation of analysis (i.e., graphs, assessment reports, records of service, progress reports, etc.).

BHT Service Provider Qualifications:

BHT services are highly specialized services that require specific qualified providers who are available within PIHP/CMHSP provider networks and have extensive experience providing specialty mental health and behavioral health services. BHT services must be provided under the direction of a BCBA/LBA, or a Master's prepared QBHP. These services must be provided directly to, or on behalf of, the child by training their parents/guardians, behavior technicians, and BCaBAs to deliver the behavioral interventions. The BCBA/LBA and other qualified providers are also responsible for communicating progress on goals to parents/guardians minimally every three to six months; clinical skill development and supervision of BCaBA, QBHP, and behavior technicians; and collaborating with support coordinators/case managers and the parents/guardians on goals and objectives with participation in development of the IPOS that includes the behavioral plan of care.

BHT Supervisors:

Board Certified Behavior Analyst-Doctoral (BCBA-D/LBA) or Board-Certified Behavior Analyst (BCBA/LBA)	• Services Provided: Behavioral assessment, behavioral intervention, and behavioral observation and direction. • License/Certification: Current certification as a BCBA through the BACB. The BACB is the national entity accredited by the National Commission for Certifying Agencies (NCCA). Licensed through the Michigan Licensing and Regulatory Authority LARA). • Education and Training: Minimum of a master's degree from an accredited institution conferred in a degree program in which the candidate completed a BACB approved course sequence.

Licensed Psychologist (LP or LLP)	• Must be certified and licensed as a BCBA/LBA by September 30, 2025
	• Services Provided: Behavioral assessment, behavioral intervention, and behavioral observation and direction.
	• License/Certification: LP means a doctoral level psychologist licensed by the State of Michigan. Must complete all coursework and experience requirements. LLP means a master's level psychologist licensed by the State of Michigan.
	• Education and Training: Minimum of a doctorate degree from an accredited institution. Works within their scope of practice and has extensive knowledge and training in behavior analysis. Extensive knowledge is defined as having received documented coursework at the graduate level from an accredited university in at least three of the six following areas:
	  • Ethical considerations.
	  • Definitions and characteristics; and principles, processes, and concepts of behavior.
	  • Behavioral assessment and selecting interventions outcomes and strategies.
	  • Experimental evaluation of interventions.
	  • Measurement of behavior and developing and interpreting behavioral data.
	  • Behavioral change procedures and systems supports.
	• A minimum of one year experience in treating children with ASD based on the principles of behavior analysis. Works in consultation with the BCBA/LBA to discuss the caseload, progress, and treatment of the child with ASD.

Board Certified Assistant Behavior Analyst (BCaBA)	• Services Provided: Behavioral assessment, behavioral intervention, and behavioral observation and direction. • License/Certification: Current certification as a BCaBA through the BACB. The BACB is the national entity accredited by the NCAA. • Education and Training: Minimum of a bachelor's degree from an accredited institution conferred in a degree program in which the candidate completed a BACB approved course sequence. Licensed through LARA. • Other Standard: Works under the supervision of the BCBA/LBA.

Qualified Behavioral Health Professional (QBHP)	• **Must be licensed and certified as a BCBA/LBA by September 30, 2025.**
	• Services Provided: Behavioral assessment, behavioral intervention, and behavioral observation and direction.
	• License/Certification: Must be certified as a BCBA/LBA within two years of successfully completing ABA graduate coursework.
	• Education and Training: QBHP must meet one of the following state requirements;
	  • Must be a physician or licensed practitioner with specialized training and one year of experience in the examination, evaluation, and treatment of children with ASD.
	  • Minimum of a master's degree in a mental health-related field or BACB approved degree category from an accredited institution with specialized training and one year of experience in the examination, evaluation, and treatment of children with ASD. Works within their scope of practice, works under supervision of a BCBA/LBA, and has extensive knowledge and training in behavior analysis. Extensive knowledge is defined as having received documented coursework at the graduate level (i.e., completion of three BACB evaluated graduate courses or BACB verified course sequences meeting specific standards toward certification) from an accredited university in at least three of the six following areas:
	  o Ethical considerations.
	  o Definitions and characteristics; and principles, processes, and concepts of behavior.
	  o Behavioral assessment and selecting interventions outcomes and strategies.
	  o Experimental evaluation of interventions.
	  o Measurement of behavior and developing and interpreting behavioral data.
	  o Behavioral change procedures and systems supports.

Behavior Technician or Registered Behavior Technician (RBT)	• Services Provided: Behavioral intervention. • License/Certification: A license or certification is not required. • Education and Training: Will receive BACB approved Registered Behavior Technician (RBT) training conducted by a professional experienced in BHT services (BCBA/LBA, BCaBA, and/or QBHP), but is not required to register with the BACB upon completion in order to furnish services. • Works under the supervision of the BCBA/LBA or other professional (BCaBA, or QBHP) overseeing the behavioral plan of care, with minimally one hour of clinical observation and direction for every 10 hours of direct treatment. • Must be at least 18 years of age; able to practice universal precautions to protect against the transmission of communicable disease; able to communicate expressively and receptively in order to follow individual plan requirements and beneficiary-specific emergency procedures and to report on activities performed; and be in good standing with the law (i.e., not a fugitive from justice, a convicted felon who is either under jurisdiction or whose felony relates to the kind of duty to be performed, or an illegal alien). Must be able to perform and be certified in basic first aid procedures and is trained in the IPOS/behavioral plan of care utilizing the person-centered planning process.

SCOPE OF SERVICES

Speech and Language Services

General Description of Services:

Speech and Language services may be provided by a licensed speech-language pathologist or licensed audiologist or by a speech pathology or audiology candidate (i.e., in their clinical fellowship year or having completed all requirements but has not obtained a license). All documentation by the candidate must be reviewed and signed by the appropriately licensed supervising speech-language pathologist or audiologist.

Clinical Responsibilities for Speech-Language Pathologists includes:

- Speech-Language evaluation
- Treatment planning
- Speech-Language treatment

Activities provided by a licensed speech-language pathologist or licensed audiologist to determine the consumer's need for services and to recommend courses of treatment. A speech-language pathology assistant may not complete evaluations.

Speech therapy must be skilled (i.e., requires the skills, knowledge, and education of a licensed speech and language pathologist) to assess the consumer's speech/language function, develop a treatment

program, and provide therapy. Interventions that could be expected to be provided by another entity (e.g., teacher, registered nurse, licensed physical therapist, registered occupational therapist, family member, or caregiver) would not be considered as a Medicaid cost under this coverage.

Speech-Language Pathologists should also refer to the "Therapy Services" and "Medical Supplier" sections of the Michigan Medicaid Manual for additional information related to Speech services and Speech Generating Devices.

Diagnostic, screening, preventive, or corrective services provided on an individual or group basis, as appropriate, when referred by a physician (MD, DO).

Prescription
A written order for a service or item by a physician or other licensed practitioner of the healing arts within the scope of his or her practice under Michigan law that contains all of the following:

- Consumer's name;
- Consumer's date of birth;
- Diagnosis;
- Prescribing practitioner's name, address and telephone number;
- Prescribing practitioner's signature (a stamped signature is not acceptable);
- The date the prescription was written;
- The specific service or item being prescribed;
- The expected start date of the order (if different from the prescription date); and
- The amount and length of time that the service or item is needed.

A verbal order from a physician or other licensed practitioner of the healing arts within their scope of practice may be used to initiate occupational therapy (OT), physical therapy (PT), or Speech, Hearing and Language services or to dispense medically necessary equipment or supplies when a delay would be medically contraindicated. The written prescription must be obtained within 14 days of the verbal order. The qualified therapist (OT, PT or Speech) responsible for furnishing or supervising the ordered service, supports coordinator or case manager must receive and document the date of the verbal order in the individual plan of service. Upon receipt of the signed prescription, it shall be verified with the verbal order and entered into the individual plan of service.

Therapy must be reasonable, medically necessary and anticipated to result in an improvement and/or elimination of the stated problem within a reasonable amount of time. An example of medically necessary therapy is when the treatment is required due to a recent change in the consumer's medical or functional status affecting speech, and the consumer would experience a reduction in medical or functional status were the therapy not provided.

Speech Generating Devices (SGD) are defined as durable medical equipment (electric or non-electric) that provide an individual with a severe speech impairment, who is unable to communicate using natural means (i.e. spoken, written, gestures, sign language), the ability to meet his/her daily communication needs.

Other terms used interchangeably with SGD include augmentative and alternative communication (AAC) device or augmentative communication device (ACD).

A speech-language pathologist, in conjunction with other disciplines such as occupational therapists, physical therapists, psychologists, and seating specialists as needed, must provide a thorough and systematic evaluation of consumer's receptive and expressive communication abilities.

Evaluation for Speech Generating Devices

An objective evaluation (using objective functional baseline measures and/or standardized testing) of the consumer's receptive and expressive communication abilities by a speech-language pathologist (SLP), in conjunction with other applicable disciplines (i.e. occupational therapist, physical therapist, psychologists, and seating specialists, etc.) as needed, has been performed and the SLP has documented the following:

- The consumer's functional ability to use the device throughout their daily activities
- The consideration of alternative access and positioning devices, as appropriate.
- The device is appropriate to the consumer's current comprehension, abilities and skills.
- The consumer demonstrates the cognitive, physical, visual and hearing skills necessary to communicate using the requested device.
- The SGD is the least costly device that meets the consumer's basic communication needs (in the home and their community). Include in the evaluation supporting documentation substantiating the requested device as the least costly alternative that meets the consumer's current functional needs
- Assessment of the consumer on more than one device, by more than one manufacturer, and documenting why the requested device is more appropriate than the other devise(s). Include the following in the evaluation:
    - Device(s) evaluated;
    - The consumer's performance on each device evaluated;
    - The device requested (brand, make/model and type); and
    - The reasons why other evaluated devices will not meet the consumer's needs.

SCOPE OF SERVICES
Occupational Therapy

General Description of Services:

Physician/licensed physician assistant/family nurse practitioner/clinical nurse specialist prescribed activities provided by an occupational therapist licensed by the State of Michigan to determine the beneficiary's need for services and to recommend a course of treatment. An Occupational Therapist Assistant may not complete the evaluations.

It is anticipated that therapy will result in a functional improvement that is significant to the consumer's ability to perform daily living tasks appropriate to their chronological developmental or functional status. These functional improvements should be able to be achieved in a reasonable amount of time and should be durable (i.e., maintainable). Therapy to make changes in components of function that do not have an impact on the consumer's ability to perform age-appropriate tasks is not covered.

Therapy must be skilled (requiring the skills, knowledge, and education of a licensed occupational therapist). Interventions that could be expected to be provided by another entity (e.g., teacher, registered nurse, licensed physical therapist, family member, or caregiver) would not be considered as a Medicaid cost under this coverage.

Services must be prescribed by a physician/licensed physician assistant/family nurse practitioner/clinical nurse specialist and may be provided on an individual or group basis by an occupational therapist or occupational therapy assistant, licensed by the State of Michigan or by an occupational therapy aide who has received on-the-job training. The occupational therapist must supervise and monitor the assistant's performance with continuous assessment of the consumer's progress, but on-site supervision of an assistant is not required. An aid performing an occupational therapy service must be directly supervised by a qualified occupational therapist who is on site. All documentation by an occupational therapy assistant or aide must be reviewed and signed by the appropriately credentialed supervising occupational therapist.

Clinical Responsibilities for Occupational Therapists include Occupational therapy evaluation, treatment planning, and occupational therapy.

Occupational Therapists should also refer to the "Therapy Services" and "Medical Supplier" sections of the Michigan Medicaid Manual for additional information related to OT services.

Prescription:

A written order for a service or item by a physician or other licensed practitioner of the healing arts within the scope of his or her practice under Michigan law that contains all of the following:

- Consumer's name;
- Consumer's date of birth;
- Diagnosis;
- Prescribing practitioner's name, address and telephone number;
- Prescribing practitioner's signature (a stamped signature is not acceptable);
- The date the prescription was written;
- The specific service or item being prescribed;
- The expected start date of the order (if different from the prescription date); and
- The amount and length of time that the service or item is needed.
- The Frequency and duration of therapy services;

For swallowing or oral motor evaluation/treatment, the documentation must clearly specify allowance of trial feeds and/or oral intake during therapy. All documentation, including the prescription, current plan of care, and prior authorization, must consistently substantiate this allowance.

A verbal order from a physician or other licensed practitioner of the healing arts within their scope of practice may be used to initiate occupational therapy (OT), physical therapy (PT), or Speech, Hearing and Language services or to dispense medically necessary equipment or supplies when a delay would be medically contraindicated. The written prescription must be obtained within 14 days of the verbal order. The qualified therapist (OT, PT or Speech) responsible for furnishing or supervising the ordered

service, supports coordinator or case manager must receive and document the date of the verbal order in the individual plan of service. Upon receipt of the signed prescription, it shall be verified with the verbal order and entered into the individual plan of service.

Evaluation/Re-evaluation:

An evaluation is formalized testing at the initiation of the consumer's treatment plan. Evaluations may be provided up to two times in a 365-day period. Evaluations of swallowing function may be provided up to four times in a 365-day period. Objective and periodic re-evaluations and reports are utilized to determine the measurable functional change resulting from the treatment plan. Re-evaluations may be provided up to two times in a 365-day period. Prior authorization is required if an evaluation or re-evaluation is needed more frequently. An evaluation/re-evaluation is required for the initiation of therapy and continued therapy.

OT evaluations/re-evaluations must be completed and signed by the occupational therapist and include all the following:

- Standardized tests and/or objective functional baseline measures to establish short- and long-term goals and to document progress;
- Corresponding baseline measures for all short- and long-term goals;
- Treatment diagnosis(es);
- Medical diagnosis(es), if different from treatment diagnosis;
- Documentation of collaboration between all therapy providers actively treating the consumer, if applicable;
- Medical history as it relates to the current course of therapy;
- The consumer's current functional status (functional baseline);
- Assessment of the consumer's performance components (e.g., strength, dexterity, range of motion, sensation, perception, muscle tone, etc.) directly affecting the consumer's ability to function or make progress toward goals; and
- Assessment of the consumer's cognitive skill level (e.g., ability to follow directions, including auditory and visual comprehension).

Oral function/swallowing evaluations must also include:

- Presence/absence of coughing;
- History of recent respiratory illness;
- Current diet, documenting difficulties with food consistencies;
- Aversion/sensitivity during eating;
- Objective oral motor assessment addressing labial, glossal, laryngeal, and pharyngeal stages;
- Report or copy of a video fluoroscopy and any other formal testing, if available; and
- Voice quality (i.e., pre- and post-feeding and natural voice), if applicable.

Treatment Plan/Plan of Care:

The OT treatment plan that results from the evaluation must be medically necessary, signed and dated by the occupational therapist, and include all the following:

- Time-related short-term goals that are measurable, functional, and significant to the beneficiary's function or mobility;

- Long-term goals that are measurable, functional, and identify specific maximum functional achievement for the requested authorization period;
- Functional outcome measures specific to maximum functional achievement for the current course of therapy (up to 12 consecutive months);
- Anticipated type, frequency and duration of therapy required to meet short- and long-term goals;
- Documentation of collaboration between all therapy providers actively treating the consumer, if applicable;
- Plan for discharge from service; and
- Signature of the prescribing practitioner confirming agreement with the treatment plan.

A treatment plan, including all the criteria established above, must be submitted with the prior authorization request.

Initiation of Services:

OT may be initiated upon completion of the evaluation (current within 12 months) and development of a treatment plan that is medically necessary as documented in the consumer's medical record. The initiation of therapy services may begin if all the following have been met:

- The consumer is Medicaid-eligible;
- A copy of the signed and dated (no more than 90 days prior to the initiation of services) prescription for occupational therapy is retained in the consumer's medical record;
- The standard coverage limitations have not been exceeded;
- Therapy is provided by the evaluating discipline (e.g., a speech-language pathologist may not provide treatment under an occupational therapist's evaluation); and
- There is a change in medical status resulting in decreased activities of daily living skills, oral motor skills, or functional ability.

Requirements of Continued Therapy:

- Summary of previous treatment period (not to exceed the 90 days prior to that period for which prior authorization is being requested), including measurable progress on each short- and long-term goal, rate of progress, a statement of the consumer's response to treatment, and any factors that have affected progress during the therapy period. Do not send daily treatment notes.
- Revised goals and justification for any change in the treatment plan for the requested period of therapy.
- Documentation of collaboration between all therapy providers actively treating the consumer, if applicable.
- Statement detailing any family/caregiver services being provided in a maintenance program, if appropriate.
- A copy of the prescription indicating the date range of the requested treatment period must be provided with each prior authorization request. The prescription must meet all the requirements established under this subsection. A treatment plan meeting all the prescription requirements is considered a prescription.
- The anticipated plan of discharge for the current course of therapy (up to 12 consecutive months). If more than 12 months of therapy is anticipated, a new course of therapy with a new evaluation/re-evaluation and treatment plan is required.

Maintenance Visits:

The skills of an occupational therapist may be required for training, review of previously achieved skills, monitoring of a maintenance program being carried out by family or caregivers, or continued follow-up for the fit and function of orthotic, prosthetic, or assistive technology devices. The occupational therapist must request prior authorization to continue maintenance therapy beyond the standard coverage limitations, even if the beneficiary/consumer changes providers.

The occupational therapist must complete the MSA-115 or FFS DDE plus MSA-115 prior authorization request, and include all the following:

- Summary of previous treatment period, including measurable progress on each short- and long-term goal. This must include the treating occupational therapist's analysis of the therapy, rate of progress, and justification for any change in the treatment plan. Documentation must relate to the 90-day period immediately prior to that period for which prior authorization is being requested.
- A statement of the consumer's response to treatment, including factors that have affected progress during the therapy period.
- A copy or description of the maintenance program.
- A statement detailing the reason(s) additional maintenance visits are medically necessary.
- Documentation of collaboration between all therapy providers actively treating the consumer, if applicable.
- The anticipated frequency and duration of maintenance visits.
- The anticipated plan of discharge for the current course of therapy (up to 12 months).
- A treatment plan signed by the prescribing practitioner that includes all the criteria established under Treatment Plan/Plan of Care above.

Discharge Summary:

- MDHHS requires the occupational therapist to document a discharge summary to identify the completion of OT services and the discharge status. The discharge summary must be retained in the consumer's medical record and include all the following:
- Dates of service (i.e., initial and discharge dates);
- Description of therapy services provided;
- Functional status at discharge related to treatment areas/goals/maximum functional achievement over the course of therapy;
- Analysis of the effectiveness of the therapy program, including reasons for goals not met or changes in the treatment plan necessitated by changes in medical status;
- A copy or description of the maintenance program, if appropriate;
- Identification of assistive technology devices (e.g., walker) and its current utilization, if appropriate; and
- Recommendations/referral to other services, if appropriate.

ATTACHMENT C

CPT CODES & RATES

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 HCPCS/CPT codes require a National Provider Identification (NPI) number for the professional delivering the service. All service units should be rounded using the MDHHS guidelines cited in the most current version of the PIHP/CMHSP Encounter Reporting Costing Per Code and Code Chart. Link

C. DIRECT CARE STAFF WAGE INCREASE PASS-THROUGH:

CONTRACTOR will administer any funds passed through by the CMHSP for state-mandated direct care staff wage increases in accordance with the State's intent. Failure to do so may result in sanctions to CONTRACTOR.

CMHPSM Regional ABA Service Codes and Rates					
Speech and Language Evaluation	92523	HO, HP	GN	Encounter	$127.20
Speech and Language Ind. Per session	92507	HM, HN, HO, HP	GN	Encounter	$74.20
Evaluation for prescription for speech-generating augmentative and alternative communication devices, face-to-face with patient, first hour.	92607	HO, HP		Hours	$60.00
Therapeutic services for the use of speech-generating device, including programming and modification.	92609	HO, HP		Encounter	$75.00
S&L therapy, individual per session	92526	HM, HN, HO, HP	GN	Encounter	$55.00
CMHPSM Regional ABA Service Codes and Rates					
ABA Direct Service Description	**Code**	**Mod**	**Staff**	**Units**	**Rate**
ABA Behavior Identification Assessment	97151 U5	HP	BCBA-D	Per 15 Min	$38.00
ABA Behavior Identification Assessment	97151 U5	HO	BCBA QBHP LP/LLP	Per 15 Min	$38.00
ABA Behavior Identification Assessment	97151 U5	HN	BCaBA	Per 15 Min	$24.00

ABA Adaptive Behavior Follow-up Assessment	0362T	HP	BCBA-D	Per 15 Min	$30.00
ABA Adaptive Behavior Follow-up Assessment	0362T	HO	BCBA QBHP LP/LLP	Per 15 Min	$30.00
ABA Adaptive Behavior Follow-up Assessment	0362T	HN	BCaBA	Per 15 Min	$21.25
ABA Adaptive Behavior Treatment	97153	HP	BCBA-D	Per 15 Min	$14.81
ABA Adaptive Behavior Treatment	97153	HO	BCBA QBHP LP/LLP	Per 15 Min	$14.81
ABA Adaptive Behavior Treatment	97153	HN	BCaBA	Per 15 Min	$13.56
ABA Adaptive Behavior Treatment	97153	HM	BT	Per 15 MIn	$13.56
ABA Group Adaptive Behavior Treatment	97154	HP	BCBA-D	Per 15 Min	$4.79
ABA Group Adaptive Behavior Treatment	97154	HO	BCBA QBHP LP/LLP	Per 15 Min	$4.79
ABA Group Adaptive Behavior Treatment	97154	HN	BCaBA	Per 15 Min	$4.47
ABA Group Adaptive Behavior Treatment	97154	HM	BT	Per 15 Min	$4.47
ABA Clinical Observation and Direction of Adaptive Behavior Treatment	97155	HP	BCBA-D	Per 15 Min	$30.00
ABA Clinical Observation and Direction of Adaptive Behavior Treatment	97155	HO	BCBA QBHP LP/LLP	Per 15 Min	$30.00
ABA Clinical Observation and Direction of Adaptive Behavior Treatment	97155	HN	BCaBA	Per 15 Min	$21.25
ABA Family Behavior Treatment Guidance	97156	HP	BCBA-D	Per 15 Min	$30.00
ABA Family Behavior Treatment Guidance	97156	HO	BCBA QBHP LP/LLP	Per 15 Min	$30.00
ABA Family Behavior Treatment Guidance	97156	HN	BCaBA	Per 15 Min	$21.25
ABA Multiple Family Behavior Treatment Guidance	97157	HP	BCBA-D	Per 15 Min	$12.00
ABA Multiple Family Behavior Treatment Guidance	97157	HO	BCBA QBHP LP/LLP	Per 15 Min	$12.00

ABA Multiple Family Behavior Treatment Guidance	97157	HN	BCaBA	Per 15 Min	$8.00
ABA Adaptive Behavior Treatment Group	97158	HP	BCBA-D	Per 15 Min	$8.57
ABA Adaptive Behavior Treatment Group	97158	HO	BCBA QBHP LP/LLP	Per 15 Min	$8.57
ABA Adaptive Behavior Treatment Group	97158	HN	BCaBA	Per 15 Min	$6.07
ABA Exposure Adaptive Behavior Treatment	0373T	HP	BCBA-D	Per 15 Min	$31.06
ABA Exposure Adaptive Behavior Treatment	0373T	HO	BCBA QBHP LP/LLP	Per 15 Min	$31.06
ABA Exposure Adaptive Behavior Treatment	0373T	HN	BCaBA	Per 15 Min	$26.06
ABA Exposure Adaptive Behavior Treatment	0373T	HM	BT	Per 15 Min	$26.06

ABA Assessment Service Description	Code	Mod	Staff	Units	Rate
Assessments and evaluations to determine eligibility for ABA	96130/+96131 3 66132/+96133 96136/+96137	U5 & provider level		Hour	$125.00

ATTACHMENT D

PROVIDER STAFF TRAINING REQUIREMENTS

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 members receive training on consumer-specific needs as indicated in each consumer's IPOS. This includes training on the appropriate use of any medical equipment used by the consumers served under this contract. CONTRACTOR shall maintain training records and will make such records available on-site for review by CMHSP staff, PIHP staff, and any other bona fide auditor.

B. PASSING MEDICATIONS:

CONTRACTOR assures that its staff will not pass medications to consumers without first successfully completing a CMHSP approved Medication's 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 members 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. VOLUNTEERS:

Volunteers performing the same functions/work as paid Direct Support Professionals or administrative staff must adhere to the same training requirements as paid staff.

E. TRAINING RECIPROCITY:

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

Visit www.cmhpsm.org/training for all regional training materials, class schedules, and more information

COMMUNITY MENTAL HEALTH PARTNERSHIP of Southeast Michigan **Staff Training Requirements** **R = Required** **IR = Individually Required by consumer's IPOS** **HR = Highly Recommended**	**Administrative & Non-Service Staff**	**Direct Support Professional/aide:** CLS, Respite, Skill Building & Sup. Emp.	**Aide Level:** Licensed Residential	**ABA Behavior Technician Staff**	**Clubhouse and Drop-In Staff**	**Licensed Clinical Practitioners***	**Initial Requirement**	**Renewal of Requirement**
Basic First Aid & CPR (CPR Skills Assessment must be In-Person)		R	R	R	R	R	Prior to Service Delivery	Per Training Body
Medication Administration Initial		IR	R	IR			Prior to Service Delivery	N/A, unless lapsed
Medication Administration Refresher		IR	R	IR			Prior to Service Delivery	Biennial (Every 2 Years)
Individualized Training on each Consumer's CMH IPOS		R	R	R		R	Prior to Service Delivery	Upon every new or revised IPOS
Universal Precautions / Blood-borne Infectious Disease Training		R	R	R	R	R	Prior to Service Delivery	Annual
Person Centered Planning	R	R	R	R	R	R	Within 30 days of hire	Annual
Recipient Rights/Confidentiality Day One Orientation	R	R	R	R	R	R	Within 30 days of hire and prior to service delivery	N/A, eligible only once
Recipient Rights/Confidentiality	R	R	R	R	R	R	Within 90 days of hire (virtual or in-person)	Annual (virtual or in-person)
Registered Behavior Technician Task List				R			Prior to Service Delivery	N/A, unless notified
LEP Training	R	R	R	R	R	R	Within 60 days of hire	Biennial (Every 2 Years)
Cultural Competency	R	R	R	R	R	R	Within 60 days of hire	Biennial (Every 2 Years)
Due Process, Grievance and Appeals	R	R	R	R	R	R	Within 90 days of hire	Biennial (Every 2 Years)

COMMUNITY MENTAL HEALTH PARTNERSHIP of Southeast Michigan **Staff Training Requirements** **R = Required** **IR = Individually Required by consumer's IPOS** **HR = Highly Recommended**	**Administrative & Non-Service Staff**	**Direct Support Professional/aide:** CLS, Respite, Skill Building & Sup. Emp.	**Aide Level:** Licensed Residential	**ABA Behavior Technician Staff**	**Clubhouse and Drop-In Staff**	**Licensed Clinical Practitioners***	**Initial Requirement**	**Renewal of Requirement**
Medicaid Integrity (HIPAA,HITECH)	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	Prior to Service Delivery	Per Training Body
Emergency Preparedness Training	R	R		R	R	R	Within 30 days of hire	Biennial (Every 2 Years)
Standards for Community Living Support Services Training (if providing CLS services)		R	R				Prior to Service Delivery	Biennial (Every 2 Years)
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
Staff is 18 years of age or older		R	R	R	R	R	Prior to Hire Date	N/A
Criminal Background Check	HR	R	R	R	R	R	Prior to Hire Date	Biennial (Every 2 Years)
Michigan Public Sex Offender Registry Check	HR	R	R	R	R	R	Prior to Hire Date	Biennial (Every 2 Years)
National Sex Offender Registry Check	HR	R	R	R	R	R	Prior to Hire Date	Biennial (Every 2 Years)
Central Registry Check (if working with children)	HR	R	R	R	R	R	Prior to Hire Date	Biennial (Every 2 Years)
Recipient Rights Background Check	R	R	R	R	R	R	Prior to Hire Date	N/A
Motor Vehicle Driving Record Check (If transporting CMH consumer(s)	IR	IR	IR	IR	IR	IR	Prior to Service Delivery	Annual

*Licensed Clinical Practitioners include: BCBA, BCaBA, BSW, Dietician, LN, LMSW, LPN, Massage Therapist, Music Therapist, MSW, Nurse Practitioner, Occupational Therapist, Physical Therapist, Psychiatrist, Psychologist, GBHP, Recreational Therapist, Registered Nurse, Speech Therapist and/or individual identified by MDHHS Provider Qualifications Chart.

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