**FISCAL INTERMEDIARY SERVICES AGREEMENT**

**THIS AGREEMENT,** made and entered into this **[[\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]]** by and between **[[name of CMHSP]]**, whose administrative offices are located at **[[address of CMHSP]]** (hereinafter referred to as the “CMHSP” or "Payor"), and **[[name of Fiscal Intermediary]]**, whose principal place of business is located at **[[address of Fiscal Intermediary]]** (hereinafter referred to as the "FI").

**WITNESSETH:**

Whereas, the CMHSP is a Community Mental Health Service Provider established by the Board of Commissioners of **[[name of county]]** pursuant to Act 258 of the Public Acts of 1974, as amended (referred to as the "Mental Health Code");

Whereas, under the authority granted by Section 116 (2)(b) and 3(e) and Section 228 of said Code, the Michigan Department of Health and Human Services (referred to as the "MDHHS") entered into, effective **[[Effective Date]]**, a MDHHS/CMHSP Managed Mental Health Supports and Services Contract for General Funds (referred to as the “MDHHS/CMHSP Master Contract for General Funds”) with the CMHSP; and

Whereas, pursuant to Section 204(b)(1) of Act 258 of the Public Acts of 1974, as amended MCL 330.1001 et seq., (referred to as the "Mental Health Code"), Arenac, Bay, Clare, Clinton, Eaton, Gladwin, Gratiot, Hillsdale, Huron, Ingham, Ionia, Isabella, Jackson, Mecosta, Midland, Montcalm, Newaygo, Osceola, Saginaw, Shiawassee, and Tuscola counties thereafter entered into a Regional Entity arrangement under Section 204(b) et seq. of the Mental Health Code, for the purpose of the preparation, submission, and implementation of an Application to the MDHHS for a Medicaid Prepaid Inpatient Health Plan (PIHP); and

Whereas, pursuant to the bylaws June 13, 2013 established under 204(b) et seq. of the Mental Health Code, the said Regional Entity is known as the Mid-State Health Network (MSHN)and is designated by the CMHSPs as constituted under the Mental Health Code, to be the Medicaid PIHP; and

Whereas, the MDHHS approved the 2013 Application for proposal and the MSHN as the PIHP to contractually manage the Specialty Services Waiver Program(s) and the Supports Waiver Program(s) approved by the federal government and implemented concurrently by the State of Michigan in the designated Medicaid services area of the Arenac, Bay, Clare, Clinton, Eaton, Gladwin, Gratiot, Hillsdale, Huron, Ingham, Ionia, Isabella, Jackson, Mecosta, Midland, Montcalm, Newaygo, Osceola, Saginaw, Shiawassee, and Tuscola Counties (the “Service Area”) and the MDHHS entered into, effective January 1, 2014, a MDHHS/PIHP Managed Specialty Supports and Services Contract (referred to as the “MDHHS/PIHP Master Contract for Medicaid Funds”) with the MSHN for the provision of Medicaid mental health and substance abuse services and supports; and

Whereas, MSHN entered into, effective January 1, 2014, a PIHP/CMHSP Medicaid Subcontracting Agreement with each CMHSP whereby the PIHP subcontracts to the CMHSP, as a Services PROVIDER, to provide the Medicaid mental health specialty supports and services to Medicaid eligible within the CMHSP’s specific County in said PIHP Medicaid services area; and

Whereas, given all the above, the CMHSP, at its discretion, has the right to direct-operate and/or contract for supports and services to persons who meet the supports/services eligibility criteria in the service area of the applicable county; and

**WHEREAS,** the Payor, as a local government agency, may, under applicable federal Revenue Procedures, be designated by eligible service recipients, who elect to become common law employers of home-care service providers, to be an employer agent and, if also so designated, may engage third parties sometimes referred to as “fiscal intermediaries” to act as either a subagent or a reporting agent of the local government agency to the Internal Revenue Service (IRS) and to other public authorities requiring payroll withholding and employee insurance payments if so allowed by the other public authorities; and

**WHEREAS**, the Payor, from time to time, is in need of certain financial management services, specifically as a fiscal intermediary (FI), on an independent contractor basis; and

Whereas, FI has been presented to CMHSP as being in the business of providing such fiscal agent services and as being qualified and willing to provide fiscal agent services as required by the CMHSP under the terms and conditions set forth herein; and

Whereas, CMHSP desires to engage FI to render fiscal agent services to CONSUMERs for whom CMHSP refers, arranges for or authorizes such services more specifically set forth in the **Statements of Work**, attached hereto and incorporated herein; and

Whereas, FI desires to render certain services more specifically set forth herein pursuant to the terms and conditions of this Agreement and each applicable **Statement of Work**.

Now, therefore, in consideration of the above and in consideration of the mutual covenants contained, it is hereby agreed by the CMHSP and the FI as follows:

**1. CONTRACT AUTHORITY:**

This Agreement is entered into pursuant to the authority granted to the CMHSP under the Mental Health Code and the MDHHS/CMHSP Master Contract. This Agreement is in accordance with the rules, regulations, and standards (hereinafter referred to as the "Rules") of the MDHHS adopted and promulgated in accordance with the Mental Health Code. Said Code, the MDHHS Rules, the MDHHS/CMHSP Master Contract, and applicable state and federal laws shall govern the expenditure of funds and provisions of services hereunder and govern in any area not specifically covered by this Agreement.

**2. AGREEMENT CONTINGENT UPON FUNDING:**

This Agreement is contingent upon the CMHSP’s receipt of sufficient federal, state and local funds, upon the terms of such funding as appropriated, authorized and amended, upon continuation of such funding, and sufficient collections of consumer fees and third-party reimbursements, as applicable.

**3. COMPLIANCE WITH THE MDHHS/CMHSP AND MSHN/CMHSP MASTER CONTRACTS:**

It is expressly understood and agreed by the FI that this Agreement is subject to the terms and conditions of the Master Contracts entered between the MDHHS and the CMHSP and between the MSHN and the CMHSP. The provisions of this Agreement shall take precedence over said MDHHS/CMHSP and MSHN/CMSHP Master Contracts unless a conflict exists between this Agreement and the provisions of the MDHHS/CMHSP or MSHN/CMHSP Master Contracts. If any provision of this Agreement conflicts with the terms and conditions of the MDHHS/CMHSP or MSHN/CMHSP Master Contracts, the provisions of said MDHHS/CMHSP and/or MSHN/CMHSP Master Contracts shall prevail. However, a conflict shall not be deemed to exist where this Agreement:

3.1 contains additional provisions and additional terms and conditions not set forth in the MDHHS/CMHSP and/or the MSHN/CMHSP Master Contracts;

3.2 restates provisions of the MDHHS/CMHSP and or the MSHN/CMHSP Master Contracts to afford the CMHSP the same or substantially the same rights and privileges as MDHHS; or,

3.3 requires the FI to perform duties and services in less time than required of the CMHSP in the MDHHS/CMHSP and/or the MSHN/CMHSP Master Contracts. A copy of the current MDHHS/CMHSP and/or the MSHN/CMHSP Master Contracts shall be supplied by the CMHSP to the FI, upon the FI’s written request.

During the current COVID-19 State of Emergency; Federal and/or State policy or Executive Orders issued and in effect beginning on March 10, 2020, including any modifications of such Executive Orders or policies in relation to COVID-19, issued after that date, that provide different guidance or requirements than are currently identified and stated within this agreement and/or PAYOR’s policies, procedures, the PROVIDER shall follow the federal and/or state direction and guidance as it relates to the COVID-19 State of Emergency.

**4. PROOF OF FI PROVIDER’S BUSINESS STATUS; REQUIREMENTS OF PROVIDER SOLVENCY; AND, CERTIFICATION REGARDING DEBARMENT OR SUSPENSION:**

4.1 The FI Provider shall furnish the Payor with notice of proof of said Provider’s authority to conduct business in the State of Michigan and in what business capacity, prior to commencing services under this Agreement, and with notice of any related organization of said Provider per alliance, affiliation, joint venture, parent/subsidiary or other business relationship that said Provider is a party to during the term hereunder.

4.2 The FI Provider shall furnish the Payor with notice of proof of financial solvency, prior to commencing services hereunder, and with immediate notice of any change in financial position material to said Provider’s solvency and to its continuing in operation as a going concern, at any time during the term of this Agreement.

**5. AGREEMENT TERM:**

5.1 Term. The initial term of this Agreement shall begin on **[[START DATE OF CONTRACT]]** and shall continue for a period of [[number of years or months]] expiring on **[[END DATE OF CONTRACT]]**, unless earlier terminated as set forth herein. Following the expiration of the term, this Agreement will continue on a month-to-month basis unless a new Agreement is executed by the parties or this Agreement is terminated as set forth herein.

5.2 Termination without Cause. Either party may terminate this Agreement at any time without cause by providing thirty (30) days prior written notice to the other party.

5.3 Termination with Cause. In the event the FI breaches any of the terms of this contract (and if the CMHSP deems such a breach to be a material breach), the CMHSP may terminate this Agreement immediately and without prior notice. FI shall continue to render Services consistent with the terms and conditions of this Agreement during any notice period and shall complete all consumer documentation prior to the effective date of termination. Upon termination, FI shall surrender all consumer budget funds and all consumer records (or true copies) within fourteen (14) days of termination.

5.4 Nothing in this Agreement shall be construed as requiring either the CMHSP or the FI to extend or renew this Agreement or to enter into any subsequent agreements.

5.6 This Agreement shall terminate immediately upon the revocation, restriction, suspension, discontinuation or loss of any certification, accreditation, or authorization, or license required of the FI Provider by the Payor to provide financial management services under this Agreement.

5.7 This Agreement shall terminate effective immediately upon receipt of notice and/or discovery by the Payor that the FI Provider is: **(1.)** listed by a Department or Agency of the State of Michigan as being suspended from service participation in the Michigan Medicaid and/or Medicare programs; and/or, **(2.)** listed by a Department or Agency of the State of Michigan in its registry for Unfair Labor Practices pursuant to 1980 P.A. 278, as amended, MCL 423.321 et seq.; and/or, **(3.)** listed by the U.S. General Services Administration in its “Excluded Parties List” as to federal funding.

5.8 This Agreement shall terminate effective immediately without opportunity to cure upon notice to and/or discovery by the Payor of any failure of the FI Provider to meet the requirements hereunder of solvency and of continuing as a going business concern or if the Provider generally fails to pay its debts as they become due.

5.9 In the event of a breach of any term or condition of this Agreement by either of the parties hereto, and failure of the breaching party to correct such breach within thirty (30) days after written notice thereof from the other party, such other party may, at its option, terminate this Agreement immediately or at any designated future time by delivering to the breaching party a written notice of termination stating the effective date thereof. The termination of this Agreement shall not be deemed to be a waiver by the non-breaching party of any other remedies it may have in law or in equity.

5.10 Notwithstanding any other provisions in this Agreement to the contrary, either the Payor or the FI Provider may terminate this Agreement for any reason by providing the other party with thirty (30) days prior written notification.

5.11 Any termination of this Agreement shall not relieve either party of the obligations incurred prior to the effective date of such termination.

5.12 Within thirty (30) days following the date of termination of this Agreement and nonrenewal, the FI Provider shall provide to the Payor, submission of all outstanding claims and to cooperate with the Payor in the orderly close-out process of the contract, transfer of records, transition of services including documentation and property, and other items material hereunder to the Payor, as applicable.

5.13 Within forty-five (45) days following the date of termination or nonrenewal, the FI Provider shall provide the Payor all financial, performance, and other reports required under this Agreement.

5.14 The FI shall, at the end of the quarter following termination, prepare and send all IRS W-4 and any other forms and/or information required by the State of Michigan, the Federal Government and the IRS.

**6. Relationship of the Parties:**

6.1 In performing its responsibilities under this Agreement, it is expressly understood and agreed that the FI’s relationship to the CMHSP is that of an independent contractor. This Agreement shall not be construed to establish any principal/agent relationship between the CMHSP and the FI.

6.2 It is expressly understood and agreed by the FI that the MDHHS and the State of Michigan are not parties to, nor responsible for any payments under this Agreement and that neither the MDHHS nor the CMHSP is party to any employer/employee relationship of the FI.

6.3 It is expressly understood and agreed that the FI’s staff, employees, servants, agents, and subcontractors providing services pursuant to this Agreement shall not in any way be deemed to be or hold themselves out as the staff, employees, servants or agents of the CMHSP. The FI’s staff, employees, servants, agents, and subcontractors shall not be entitled to any fringe benefits from the CMHSP, such as, but not limited to, health and accident insurance, life insurance, longevity, economic increases, or paid vacation and sick leave.

6.4 The FI shall be responsible for paying all salaries, wages, or other compensation due it’s staff, employees, servants, agents and subcontractors performing services under this Agreement, and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes, to the proper federal, state and local governments. The FI shall carry worker's compensation coverage and unemployment insurance coverage for its staff, employees and agents as required by law and shall require the same of its subcontractors and shall provide the CMHSP with proof of said coverage. FI will be solely and entirely responsible for its acts and the acts of its staff, employees, servants, and sub-contractors.

**7. Relationships with Other Contractors of the CMHSP:**

7.1 The relationship of the FI, pursuant to this Agreement, with other contractors of the CMHSP shall be that of independent contractor. The FI, in performing its duties and responsibilities under this Agreement, shall fully cooperate with the other contractors of the CMHSP. The CMHSP’s requirements of such cooperation shall not interfere with the FI’s performance of services required under this Agreement.

**8. Anti-Interference:**

8.1 The CMHSP will not prohibit (or interfere with) a FI acting within the lawful scope of his/her practice from discussing treatment options with a CONSUMER that may not reflect the CMHSP’s position or that may not be covered by the CMHSP; and

8.2 The CMHSP will not prohibit a FI acting within the lawful scope of his/her practice from advocating on behalf of a CONSUMER in any grievance or utilization review process, or CONSUMER authorization process to obtain necessary health care services.

**9. Subcontracting:**

9.1 FI shall not delegate this Agreement. FI shall not subcontract any services to be provided under this Agreement without the CMHSP’s express written approval. In the event the CMHSP allows the FI to subcontract, the CMHSP retains the right to review, approve and monitor any subcontracts or any subcontractor's compliance with this Agreement and all applicable laws and regulations.

9.2 Any subcontracting approved by CMHSP shall not terminate the FI's legal responsibilities under this Agreement. All subcontracts that may be approved by the CMHSP must be in writing, and specify the activities and/or report responsibilities delegated to the subcontractor, provide for revocation or delegation and/or imposition of sanctions if the subcontractor’s performance is inadequate, provide for monitoring, including site review, of the subcontractor by the CMHSP or its designee, and provide for the requirement to comply with corrective action requirements of the CMHSP or its designee.

**10. Assignment:**

FI shall not assign this Agreement without the express written consent of the CMHSP.

**11. Business Records, Maintenance of Records & Audits:**

11.1. Financial Review: The FI shall submit, upon request of the CMHSP, financial statements and related reports and schedules that accurately reflect the financial position of the FI. FI must submit, upon request of the CMHSP, its financial statements and supporting reports and schedules as presented to its governance authority. The CMHSP reserves the right to require the FI to secure an independent financial audit.

11.2 IRS Form 990: All FIs that are nonprofit tax-exempt organizations and required to file IRS Form 990 and shall submit a copy of the most recent informational return upon request of the CMHSP.

11.3 Accounting and Internal Controls: FI shall ensure its accounting procedures and internal financial controls conform to generally accepted accounting principles in order that the costs allowed by this Agreement can be readily ascertained and expenditures verified there from. The parties understand and acknowledge that their accounting and financial reporting under this Agreement must be in compliance with MDHHS accounting and reporting requirements.

11.4. Access to Books and Records: The CMHSP, the MDHHS and the State of Michigan or their designated representatives shall be allowed to review, copy and/or audit all financial records, licensure, accreditation and certification reports and to review and/or audit all clinical service records of the FI pertaining to performance of this Agreement, to the full extent permitted by applicable Federal and State law. Refusal to allow the CMHSP, the MDHHS or the State of Michigan or their designated representative(s) access to said records for the above-stated purposes shall constitute a material breach of this Agreement for which the CMHSP may exercise any of its remedies available at law or in equity, including, but not limited to, the immediate termination of this Agreement. Clinical records and financial records and supporting documentation must be retained by the FI and be available for audit purposes for seven (7) years after the termination of this Agreement.

**12. Conflict of Interest:**

The FI affirms that no principal, representative, agent or another acting on behalf of or legally capable of acting on behalf of the FI is currently an employee of the MDHHS or any of its constituent institutions, an employee of the CMHSP, a party to a contract with the CMHSP or administering or benefiting financially from a contract with the CMHSP, or serving in a policy-making position with an agency under contract with the CMHSP; nor is any such person related to the FI currently using or privy to such information regarding the CMHSP which may constitute a conflict of interest. Breach of this covenant may be regarded as a material breach of the Agreement and a cause for termination thereof.

**13. Non-Discrimination:**

13.1 FI shall not refuse to provide services nor will they discriminate in providing services to any CONSUMER or referral, under this Agreement, based on the CONSUMER’s source of payment for services, or on the basis of age, height, weight, marital status, arrest record, race, creed, handicap, color, national origin or ancestry, religion, gender, sexual preference, political affiliation or beliefs, or involuntary CONSUMER status. PROVIDER shall not discriminate against or grant preferential treatment: to any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, programs and service provided, or any matter directly or indirectly related to employment, in contract solicitations, or in the treatment of any consumer, recipient, patient or referral, under this Agreement, on the basis of race, sex, color, religion, ethnicity, or national origin, age, disability or sex including discrimination based on pregnancy, gender identity and sex stereotyping or otherwise as required by the Michigan Constitution, Article I, Section 26, the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.1101 et seq., PWDCRA and ADA and Section 504 of the Federal Rehabilitation Act of 1973, PL 93-112, 87 Stat 394, ACA Section 1557. Any breach of this section may be regarded as a material breach of this contract.

13.2 FI shall assure equal access for people with diverse cultural background and/or limited English proficiency, as outlined by the Office of Civil Rights Policy Guidance in the Title VI Prohibition Against Discrimination as it Affects Persons with Limited English Proficiency.

13.3 FI agrees to assure accommodation of physical and communication limitations for consumers served under this Agreement.

**14. Disclosure of Ownership and Control:**

14.1 FI will comply with all Federal regulations by disclosing to the CMHSP’s CEO information about CONSUMERs with ownership or control interests in the FI, if any.

14.2 The Federal regulations also require the FI to identify and report any additional ownership or control interests for those CONSUMERs in other entities, significant and material to FI’s obligations under this Agreement with the CMHSP, as well as identifying when any of the CONSUMERs with ownership or control interests have spousal, parent-child, or sibling relationships with each other.

14.3 FI must disclose changes in ownership and control information at the time of enrollment, re-enrollment, or whenever a change in entity ownership or control takes place.

**15. Indemnification & Liability:**

15.1 Liability: Each party to this Agreement must seek its own legal representative and bear its own costs including judgments in any litigation which may arise out of its activities to be carried out pursuant to its obligations hereunder. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

15.2 In the event that liability to third parties, loss or damage arises as a result of activities conducted jointly by the FI and the CMHSP in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the FI and the CMHSP in relation to each party’s responsibilities under the joint activities, provided that nothing herein shall be construed as a waiver of any public or governmental immunity granted to the CMHSP and/or any representative of the CMHSP as provided by applicable statutes and/or court decisions.

**16. Insurance:**

16.1 The FI, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of the contract.

16.2 All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan with “A-“ rating by Best’s Insurance Rating Service. The requirements below should not be interpreted to limit the liability of the FI.

16.3 All deductibles and self-insured retention (SIR’s) are the responsibility of the FI.

16.4 The FI shall maintain certificates of insurance from all CMHSP-approved subcontractors and ensure adequate coverage is provided throughout the term of the subcontractor’s agreement. All coverage for subcontractors shall be subject to the minimum requirements identified below.

16.5 FI shall obtain and maintain the following types of insurance policies with limits set forth below:

16.5.1 Worker’s Compensation Insurance: Workers compensation insurance including employer’s liability coverage in accordance with Michigan statutes, unless FI is a sole proprietor.

16.5.2 In the event that the FI is a sole proprietor business, and thus not subject to the Worker’s Compensation Act of the State of Michigan, then by signing this Agreement FI acknowledges and agrees that FI is an independent sole proprietor performing work and/or Services for CMHSP and as a sole proprietor FI does not currently, and will not employ any individuals in connection with the Services to be performed for CMHSP under this Agreement.

16.5.3 FI shall hold CMHSP and its officers, directors, employees and agents harmless from and against all injuries or illnesses that may occur by action or inaction of the FI during the term of this Agreement.

16.5.4 FI shall, prior to employing one more individuals, obtain workers compensation insurance consistent with the terms of this Agreement and Michigan statute.

16.5.5 General Commercial Liability Insurance: FI shall obtain and maintain an insurance policy covering general commercial liability with limits of not less than $1,000,000 per occurrence and $3,000,000 in aggregate, plus additional $1,000,000 Umbrella Liability. Such policy shall include coverage for the following:

16.5.5.1 Contractual Liability;

16.5.5.2 Products and Completed Operations;

16.5.5.3 Independent Contractors Coverage; and

16.5.5.4 Broad Form General Liability Endorsement or Equivalent.

16.5.5.5 Motor Vehicle Liability Insurance: If FI will be transporting consumers, then all vehicles shall be insured by a motor vehicle insurance policy consistent with Michigan statutes and such policy(ies) shall have limits of liability of not less than $1,000,000 per occurrence combined single limit bodily injury and property damage. Insurance Policy requirements shall apply to all FI owned vehicles, all non-owned vehicles and all hired vehicles.

16.5.5.6 Additional Insured: Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be additional insured: CMHSP, MSHN together with all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming CMHSP as additional insured, coverage afforded is primary and any other insurance CMHSP may have in effect shall be considered secondary and/or excess.

16.5.5.7 Cancellation Notice: All insurances policies as described above shall include an endorsement stating the following: “It is understood and agreed that Thirty (30) days, ten (10) days for non-payment of premium, advanced written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to CMHSP.

16.5.5.8 Proof of Insurance: The FI shall provide CMHSP, at the time that the contracts are returned for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

16.5.5.9 Continuation of Coverage: If any of the above coverage expires during the term of this agreement, the FI shall deliver renewal certificates and/or endorsements to the CMHSP at least ten (10) days prior to the expiration date.

16.5.5.10 The duty to maintain the insurance coverage specified in this Section shall survive the expiration or termination of this Agreement and shall be enforceable, regardless of the reason for termination of this Agreement, against the FI.

16.6 Fidelity/Surety Bond: The FI shall obtain and maintain appropriate coverage of fidelity/surety bonding as specifically defined and required by the Payor within the “Local Practices” attachment of this agreement.

**17. Compliance with the Law; Applicable Law and Venue:**

17.1 This Agreement shall be construed according to the laws of the State of Michigan as to the interpretation, construction and performance.

17.2. The CMHSP and the FI agree that the venue for the bringing of any legal or equitable action under this Agreement shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District.

17.3 The FI, its officers, employees, servants, and agents shall perform all their respective duties and obligations under this Agreement in compliance with all applicable federal, State, and local laws, ordinances, rules and regulations.

17.4. The parties hereto acknowledge and agree that the following statutes, rules, regulations and procedures govern the provision of Services rendered hereunder and the relationship between the parties:

17.4.1 The Contract;

17.4.2 Michigan Mental Health Code and its rules and regulations, as amended;

17.4.3. Michigan Public Health Code and its rules and regulations, as amended;

17.4.4. MDHHS Medicaid Provider Manual, as amended;

17.4.5. Policies and procedures of the CMHSP with respect to Provider Networks, as more fully described in Attachment F: Local Practices of this agreement, and the provision and payment of services contemplated by this Agreement.

**18. Anti-Lobbying Act:**

The CMHSP will comply with the Anti-Lobbying Act, 31 USC 1352 as revised by the Lobbying Disclosure Act of 1995, 2 USC 1601 et seq, and Section 503 of the Departments of Labor, Health and Human Services and Education, and Related Agencies Appropriations Act (Public Law 104-209). Further, the CMHSP shall require that the language of this assurance be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

**19. Non-Discrimination:**

In the performance of any contract or purchase order resulting here from, the CMHSP agrees not to discriminate against any employee or applicant for employment or service delivery and access, with respect to their hire, tenure, terms, conditions or privileges of employment, programs and services provided or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The CMHSP further agrees that every subcontract entered into for the performance of any contract or purchase order resulting here from will contain a provision requiring non-discrimination in employment, service delivery and access, as herein specified binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2201 et seq, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq, and Section 504 of the Federal Rehabilitation Act 1973, PL 93-112, 87 Stat. 394, and any breach thereof may be regarded as a material breach of the contract or purchase order.

**20. Unfair Labor Practices:**

Pursuant to 1980 PA 278, as amended, MCL 423.321 et seq., the State shall not award a contract or subcontract to an employer or any subcontractor, manufacturer or supplier of the employer, whose name appears in the current register compiled by the Michigan Department of Licensing and Regulatory Affairs. The State may void any contract if, subsequent to award of the contract, the name of the CMHSP as an employer, or the name of the subcontractor, manufacturer or supplier of the CMHSP appears in the register.

**21. Health Insurance Portability and Accountability Act (HIPAA):**

To the extent that this act is pertinent to the services that the FI provides under this Agreement, the FI assures that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (The HITECH Act) of Title XIII, Division A of the American Recovery and Reinvestment Act of 2009, and related regulations found at 45 CFR Parts 160 and 164, including the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule), the Security Standards for the Protection of Electronic PHI (Security Rule), and the rules pertaining to Compliance and Investigations, Imposition of Civil Money Penalties, and Procedures for Hearings (Enforcement Rule), as amended from time to time, (hereafter collectively referred to as “HIPAA Regulations”); the Federal Confidentiality Law, 42 USC §§ 290dd-2 and underlying Regulations, 42 CFR Part 2 (“Part 2”). This includes the distribution of consumer handbooks and PROVIDER directories to consumers, and/or the HIPAA Privacy Notice. Reference the MSHN Provider Manual for applicable policies and/or procedures.

**22. Health and Safety of Consumers; Recipient Rights and Consumer Grievance Procedures:**

22.1The FI Provider, in acting as a fiscal agent on behalf of the Payor hereunder, agrees to immediately notify the Payor’s CEO, or designated contact, of any event or information that raises questions regarding the health and safety of any Consumer receiving services pursuant to this Agreement.

22.2The FI Provider assures the Payor that, pursuant to this Agreement, all individuals employed by the said Provider shall receive training related to recipient rights, including person-centered planning and rights protection, before or within thirty (30) days after the commencement of such employment. Such recipient rights training shall occur in concert or through technical consultation with the Payor’s Recipient Rights Office.

22.3 The FI Provider will cooperate fully during Recipient Rights investigations. The CMSHP Recipient

Rights officer shall have unimpeded access to all applicable records at any time during alleged

Recipient Rights investigations.  The PROVIDER agrees to allow individuals who properly identify

themselves as representatives of Michigan Protection and Advocacy Services (P&A) access to

premises, CONSUMERs and service records in compliance with Sections 748 and 750 of the MHC.

22.4The FI Provider shall strictly comply with all Recipient Rights provisions of the Michigan Mental Health Code, chapters 7 & 7A as well as the MDHHS Administrative Rules and of the Payor’s policies and shall implement appropriate remedial action for substantiated allegations of rights violations, including disciplinary action for cases involving substantiated abuse, neglect and/or harassment and retaliation.

22.5The FI Provider, in acting as a fiscal agent on behalf of the Payor,agrees to comply with consumer grievance and appeals procedures required by the Payor and the MDHHS for receiving, processing and resolving promptly all complaints, disputes, and grievances.

22.6Any breach of this section shall be regarded as a material breach of this Agreement and may be a cause for termination thereof by the non-breaching party.

**23. Notices:**

23.1 FI shall notify the CMHSP within ten (10) business days of any of the following events:

23.1.1 of any civil, criminal, or other action or finding of any licensing/regulatory body or accrediting body, the results of which suspends, revokes, or in any way limits FI’s authority to render Covered Services;

23.1.2 of any charge or finding or ethical or professional misconduct by FI;

23.1.3 of any loss of FI’s professional liability insurance or any material change in FI’s liability insurance;

23.1.4 of any material change in information provided by the CMHSP in the accompanying FI network application;

23.1.5 any other event which limits FI’s ability to discharge its responsibilities under this Agreement professionally, promptly and with due care and skill; or

23.1.6 FI is excluded from participation with the Medicaid Program.

23.2 Any and all notices, designations, consents, offers, acceptances or other communications herein shall be given to either party, in writing, by receipted personal delivery or deposited in certified mail addressed to the addressee shown above (unless notice of a change of address is furnished by either party to the other party hereto) and with return receipt requested, effective upon receipt:

**24. Non-exclusive Agreement**: It is expressly understood and agreed by the parties hereto that this Agreement shall be non-exclusive, and that this Agreement is not intended and shall not be construed to prevent either party from concurrently and/or subsequently entering into and maintaining similar agreements with other public or private entities for similar or other services.

**25. Binding Effect of the Agreement:** This Agreement shall be binding upon the CMHSP(s) and the FI and their respective successors and assigns.

**26. Further Assurances:** The parties hereto shall execute all further instruments and perform all acts which are or may become necessary from time to time to effectuate this Agreement

**27. Amendment:** Modifications, amendments, or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.

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

**29. RESOLUTION OF CONTRACT ISSUES AND SERVICE DISPUTES:**

29.1The performance of the terms of this Agreement shall be monitored on an ongoing basis by the designated representatives of the Payor and of the FI Provider. The Payor’s CEO shall appoint administrative and program liaisons to be available to communicate with the FI Provider’s liaisons.

29.2Contract issues between the Payor and the FI Provider as to specific provisions of this Agreement and implementation thereof and/or service disputes hereunder shall be addressed by the designated representatives of said respective parties. Unresolved contract issues, as to specific provisions of this Agreement and implementation thereof, and/or service disputes hereunder shall be referred to the Payor’s CEO for a final determination. The Payor’s CEO shall furnish the FI Provider with written notice of any such final determination hereunder.

**30.** **WAIVERS:**

30.1 No failure or delay on the part of either the Payor or the FI Provider in exercising any right, power or privilege under this Agreement shall operate as a waiver, thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other further exercise of any other right, power or privilege.

30.2 In no event shall the making by the Payor of any payment to the FI Provider constitute or be construed as a waiver by the Payor of any breach of this Agreement, or any default which may then exist, on the part of the FI Provider, and the making of any such payment by the Payor while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Payor in respect to such breach or default.

31. **QUALITY IMPROVEMENT; PERFORMANCE INDICATORS AND OBJECTIVES; CONSUMER ASSESSMENTS AND OUTCOMES STUDIES.** The FI Provider, in acting as a fiscal agent on behalf of the Payor pursuant to this Agreement, shall meet the Quality Assessment and Performance Improvement Program (QAPIP) requirements and standards of the Payor.

31.1 The FI Provider, in acting administratively on behalf of the Payor pursuant to this Agreement, shall meet the performance indicators and objectives set forth in the attached document labeled "Exhibit A" (“PERFORMANCE INDICATORS AND OBJECTIVES”), which is incorporated by reference into this Agreement and made a part hereof.

31.2 The Provider agrees, in acting as a fiscal agent on behalf of the Payor pursuant to this Agreement, to cooperate fully in the Payor’s implementation of: **(1.)** performance improvement projects; **(2.)** quantitative and qualitative member assessments periodically, including consumer surveys, focus groups and other consumer feedback methodologies; **(3.)** regular measurement, monitoring, and evaluation mechanisms as to services, utilization, quality, and performance; **(4.)** systems for periodic and/or random compliance review or audit; and, **(5.)** studies to regularly review outcomes for Consumers as a result of services rendered pursuant to the purposes of this Agreement.

31.3 Any breach of this Section shall be regarded as a material breach of this Agreement and may be a cause for termination thereof by the Payor.

**32. Severability and Intent:**

32.1 If any provision of this Agreement is declared by any Court having jurisdiction to be invalid, such provision shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was declared invalid.

32.2 This Agreement is not intended by the CMHSP or the FI to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.

**33. Notification Regarding Funding:** FI shall immediately notify the CMHSP, in writing, of any action by FI’s governing board or any other funding source, which would require or result in changes to the provision of Services, funding, compliance with the terms and conditions of this Agreement or any other actions with respective to FI’s obligations to perform under this Agreement.

**34. Information Requirements:** The CMHSP and the FI shall comply with MDHHS information requirements and standards, including those for Advance Directives. Any marketing or informative materials intended for distribution through written or other media to eligible non-Medicaid CONSUMERs, Medicaid eligible, or the broader community that describe the availability of covered services and supports and how to access those services and supports pursuant to this Agreement, must be submitted by the FI or the FI’s subcontractors for the CMHSP’s approval or disapproval prior to any distribution.

**35. Publications:** Any drawings, records, documents, papers, reports, charts, maps, graphics or manuscripts prepared for or pertaining to the supports/services performed hereunder which are published or in any other way are provided to third parties shall acknowledge that they were prepared and/or created pursuant to this Agreement. Such acknowledgement shall include a clear statement that the CMHSP and its elected and appointed officers, employees, and agents are not responsible for the contents of the item(s) published or provided by the FI to third parties.

**36. Time of the Essence:** Time is of the essence in the performance of every obligation herein imposed.

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

**38. Cultural Competence/Limited English Proficiency:** The FI shall assure equal access for people with diverse cultural background and/or limited English proficiency. The FI shall demonstrate a commitment to linguistic and cultural competence that includes the ability to apply an understanding of the relationships of language and culture to the delivery of services.

**39.** **CERTIFICATION OF AUTHORITY TO SIGN THE AGREEMENT:** The person signing this Agreement on behalf of the FI Provider hereby certifies, by signing, to the best of his or her knowledge and belief that:

39.1 The FI Provider and its principals are not presently debarred, suspended, proposed from debarment, declared ineligible, or voluntarily excluded from covered transactions by any State and/or federal Department or Agency.

39.2 The FI Provider and its principals have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

39.3 The FI Provider and its principals are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the above-cited subsection C. (2.) of this Section; and,

39.4 The FI Provider and its principals have not within a three (3) year period preceding the commencement of this Agreement had one (1) or more public (federal, State, or local) transactions terminated for cause or default.

**SIGNATURES TO FOLLOW ON NEXT PAGE**

WHEREFORE, intending to be legally bound, the parties hereto have executed this Agreement as of the date set forth below.

|  |  |
| --- | --- |
| **“CMHSP”**  By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_    Print: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Its: Chief Executive Officer  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | “**FISCAL INTERMEDIARY**”  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Attachments:

Statement of Work

ATTACHMENT A: MDHHS Fiscal Intermediary Self-Determination Policy & Practice Guideline

ATTACHMENT B: MDHHS Fiscal Intermediary Technical Requirement

ATTACHMENT C: Mid-State Health Network Regional Training Requirements

ATTACHMENT D: Training Log

ATTACHMENT E: Human Resources Log

ATTACHMENT F: Local Practices & Reporting Requirements

ATTACHMENT G: Disclosure of Ownership & Controlling Interest

ATTACHMENT H: Business Associate Agreement

ATTACHMENT I: Recipient Rights Policies & Attestation

**STATEMENT OF WORK**

Fiscal Intermediary Services and Support

NAME OF PROVIDER

1. Fiscal Intermediary services and supports delivered to the CMHSP and its consumer participants shall be provided within the scope and guidance of the “**Fiscal Intermediary Technical Requirement**” which is issued annually by the MDHHS in the form of an attachment to the MDHHS/CMHSP and the MSHN/CMHSP Master Contracts. See **Attachment A** for a copy of the most recent Fiscal Intermediary Technical Requirements issued by MDHHS.
   1. The specific service delivery requirements and CMHSP expectation of delivered services further described in this **Statement of Work** are based on the “MDHHS Fiscal Intermediary Technical Requirements”, the “MDHHS Self-Determination Policy & Practice Guideline” and the MDHHS/CMHSP and the MSHN/CMHSP Master Contracts. See **Attachment B** for a copy of the MDHHS Self-Determination Policy & Practice Guidelines.
   2. Contact the CMHSP or the MDHHS annually for a copy of the most current Technical Requirement.
2. **Role of the Fiscal Intermediary:**

2.1 Fiscal Intermediary Services are defined as services that assist adult beneficiaries or their legal guardian and, beneficiaries who are minors and their parents or legal guardians (herein after referred to as the “Employer”), to meet the beneficiary’s goals of community participation, integration within the community, independent and self-directed living within the community and/or respite for the minor’s primary care giver while controlling his/her individual budget.

2.1.1 Services and supports provided to the beneficiary must be medically necessary and must be identified in the beneficiary’s annual Individual Plan of Service (IPOS).

2.1.2 All services to be included in the beneficiary’s Self-Determination Arrangement must be included in the individual budget issued annually to the **Employer**.

2.1.3 Amendments to the Individual Budget must be in writing and issued by an authorized agent of the CMHSP.

2.2 The Fiscal Intermediary’s (herein after referred to as the “**FI**”) primary role is to help the Employer manage and distribute funds contained in the individual budget. FI services include, but are not limited to:

2.2.1 Facilitation of Employment of service workers by the Employer, including federal, state and legal tax withholding and payment of such withholding to the appropriate taxing authority.

2.2.2 Unemployment compensation fees and/or wage settlements.

2.2.3 All aspects of fiscal accounting required by federal, state and local authorities, MDHHS, MSHN and the CMHSP.

2.2.4 Tracking and monitoring Employer directed budget expenditures and identify potential over-and under-expenditures.

2.2.5 Ensuring compliance with documentation requirements related to management of public funds.

2.2.5.1 Contract reconciliation process was completed for the previous fiscal year.

2.2.6 If applicable and in coordination/consultation with the CMHSP, assist Employer in selection of and contracting with a Service Provider Agency if the Employer desires to obtain services from an agency or organization rather than hire individual staff.

2.2.7 In coordination with the CMHSP, FI has a standard orientation protocol for consumers (Please attach a copy of orientation protocol and related materials).

2.2.8 In coordination with the CMHSP, FI provides consumers with resources that guide them through the process of selecting qualified staff.

2.2.9 In coordination with the CMHSP, FI provides a sample job interview format for consumers.

2.2.10 In coordination with the CMHSP, FI notifies consumers of training requirements at enrollment and when CMHSP’s provide written notice of training requirement updates.

2.2.11 In coordination with the CMHSP, FI assists the consumers in understanding reporting, invoice processing, and documentation responsibilities.

2.2.12 FI evaluates all orientation materials and its standard orientation protocol regularly to ensure accuracy and compliance with standards.

2.2.13 FI distributes, collects, and processes program consumer enrollment and staff employment packets in a timely and accurate manner.

2.2.14 FI assists consumers with understanding legal developments that affect their roles and responsibilities as employer.

2.2.15 FI assists each consumer with the use and understanding of his/her individual budget as requested or needed.

2.3 At a minimum, the FI is expected to provide the following service for each Employer and the CMHSP:

2.3.1 The FI will designate an employee who shall be readily accessible to the CMHSP.

2.3.2 The FI will disburse funds in accordance with the IPOS and the individual budget.

2.3.3 The FI will not issue any payments directly to the designated Employer, the beneficiary, the legal guardian of the beneficiary or the parent of the beneficiary. Services provided by legal guardians and/or parent(s) are considered to be “Natural Supports” to the beneficiary.

2.3.4 The FI will maintain complete and current financial records and supporting documentation to support the service that was provided to demonstrate that funds have been expended in accordance with the Individual Budget for each beneficiary.

2.3.4.1 Funds paid to the FI based upon false or improper claims, including insufficient documentation, will be considered an overpayment by the CMHSP and are subject to reclamation/repayment.

2.3.5 FI processes payroll and pays other invoices in a timely and accurate manner as measured by receipt of check late or checks being reissued.

2.4 The FI will, at a minimum, maintain the following forms:

2.4.1 An Agreement signed by the Employer and an authorized agent of the CMHSP.

2.4.2 A current copy of the annual Individual Budget for each participant.

2.4.3 Employer/Participant information sheet

2.4.4 IRS Form SS-4 – authority to create a business entity under the Disabled Domestic Employer provisions of the State of Michigan

2.4.5 IRS Form 2848, Power of Attorney and Declaration of Representative

2.4.6 IRS Form 2678, Employer Appointment of Agent

2.4.7 MI Form 151, Power of Attorney Authorization

2.4.8 IRS Form W-4

2.4.9 An Employee Agreement for each staff providing services and receiving payment via the Self-Determination Arrangement

2.4.10 Employee Release to authorize criminal background check (Michigan Workforce Background Check Program) signed by the employee.

2.4.11 At the time of hire, Employee Release to authorize annual Driver’s License checks signed by the employee. Copy of driver’s license shall be made to verify current driving status, if the employee transports consumer.

2.4.12 A Medicaid Provider Agreement signed by the Employee and the CMHSP for each employee.

2.4.13 Department of Homeland Security Form I-9 for each employee.

2.4.14 All other State and Federal payroll forms required by the laws of the state and federal government

2.4.15 Training records for each individual employee with proof of training required by the MDHHS, MSHN and the CMHSP. See **Attachment C** for a copy of the MSHN Regional Training Requirements.

2.4.16 Training records for individual employees providing services to beneficiaries shall be submitted to the CMHSP at the request of the CMHSP. The format for reporting employee training records is attached to this Agreement and identified as **Attachment D,** commonly referred to as the “Training Log”.

2.4.16.1 FI shall notify the employer, the consumer’s primary clinician and/or CMH’s Self-Determination Coordinator when non-compliance with training requirements are identified.

2.4.17 Proof of background check, recipient rights checks, initial Rights Training shall be reported to the CMHSP at the request of the CMHSP and as outlined in **Attachment F** – Local Practices & Reporting Requirements. The format for reporting employee training records is attached to this Agreement and identified as **Attachment E**, commonly referred to as the “Human Resources Log” or HR “Log”.

2.4.18 At the time of hire, copy of automobile insurance, if the employee transports consumer.

2.4.19 Copy of valid driver’s license, if employee transports consumers.

2.4.20 Copies of unemployment claims are kept on file, if applicable.

1. **BILLING OF AND PAYMENT FOR VALID SERVICE CLAIMS.** The CMHSP shall reimburse the Fiscal Intermediary (FI) for the full cost of specified services as follows:

3.1 Claims submission and reimbursement at rates sufficient to cover all cost (regardless of the FI’s submission process).

1. **BILLING AND PAYMENT FOR FI SERVICE FEES.** The FI will bill its fee directly to the CMHSP. This fee shall not be included in calculation of expenditure to be paid by the beneficiary’s individual budget. The CMHSP is responsible for the cost of the FI’s services to each beneficiary.

4.1 The FI will bill the CMHSP not less than monthly for FI Service Fee.

4.2 The FI will bill this fee in the format of a HCFA or electronic equivalent as outlined in **Attachment F** – Local Practices & Reporting Requirements and shall use the following billing code:

|  |  |  |  |
| --- | --- | --- | --- |
| **Service Title** | **HCPCS Code** | **Unit Type** | **Unit Rate** |
| Fiscal Intermediary Service | T2025 | Per Month | $ |
| Fiscal Intermediary Service – Respite only | T2025 | Per Month | $ |

1. **REPORTING:**

5.1 The FI will provide a copy of the check register and payroll register to the CMHSP for each individual participant, as requested by the CMHSP or as outlined in **Attachment F** – Local Practices & Reporting Requirements.

5.2 The FI will provide a monthly income and expense accounting for each individual participant to the CMHSP not later than thirty (30) days after the end of each calendar month as outlined in **Attachment F** – Local Practices & Reporting Requirements. Such accounting will list all funds received from the CMHSP for the participant and all disbursements of individual budget funds made on behalf of the participant during the calendar month.

5.3The FI will provide a staff training report for each beneficiary per Section 2.4.16 of this Agreement, as requested by the CMHSP or as outlined in **Attachment F** – Local Practices & Reporting Requirements.

5.4 The FI will provide a staff Human Resources Log for each beneficiary per Section 2.4.17 of this Agreement, as requested by the CMHSP or as outlined in **Attachment F** – Local Practices & Reporting Requirements.

**Attachment F - Local Practices & Reporting Requirements**

|  |  |  |
| --- | --- | --- |
| **Report** | **Due Date(s)** | **Method of Submission** |
| Payroll Register/Check Register |  | Email:  EHR  Other: |
| Income Expense Accounting | not later than thirty (30) days after the end of each calendar month | Email:  EHR  Other: |
| Staff Training Report (Attachment D) |  | Email:  EHR  Other: |
| Human Resources Log (Attachment E) |  | Email:  EHR  Other: |
| Service Documentation Reporting |  | Email:  EHR  Other: |
| FI Service Fee Claims Submission | Monthly - | Email:  EHR  Other: |

**Attachment I**

## RECIPIENT RIGHTS POLICIES & ATTESTATION

In accordance with MCL 330.1752 Section 752, each community mental health services program, each licensed hospital, and each service provider under contract with the department, a community mental health services program, or a licensed hospital shall establish written policies and procedures concerning recipient rights and the operation of an office of recipient rights. PROVIDER attests to the following policies and procedures providing for the safeguarding of the rights of CONSUMERs.

**POLICIES & PROCEDURES**

1. Complaint and Appeal Process
2. Consent to Treatment and Services
3. Sterilization, Contraception, and Abortion
4. Fingerprinting, Photographing, Audiotaping, and use of 1-way glass
5. Abuse and Neglect, including detailed categories of type of severity
6. Confidentiality and Disclosure
7. Treatment by Spiritual Means
8. Qualifications and Training for Recipient Rights Staff
9. Change in Type of Treatment
10. Medication Procedures
11. Use of Psychotropic Drugs
12. Use of Restraint
13. Right to be Treated with Dignity and Respect
14. Least Restrictive Setting
15. Services Suited to Condition

Policies and Procedures that address all of the following matters with respect to residents:

1. Right to entertainment material, information and news
2. Comprehensive examinations
3. Property and funds
4. Freedom of movement
5. Resident labor
6. Communication and visits
7. Use of seclusion

By signature below, PROVIDER acknowledges, agrees and certifies that PROVIDER will accept and comply with the policies and procedures set forth in this attachment, as the same may be amended from time to time.

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature, PROVIDER Authorized Representative    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print, PROVIDER Authorized Representative | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date    **\*Return this form with signed contract\*** |