

LAKESHORE REGIONAL ENTITY

**Designated Collaborating Organization Contract Attachment for
Certified Community Behavioral Health Clinic (CCBHC)
Demonstration Site**

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

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

In accordance with Section 223 of the Federal Protecting Access to Medicare Act of 2014 (“PAMA”) and as cited and required by MSA 21-34 Centers for Medicare and Medicaid Services (CMS) Certified Community Behavioral Health Clinic (CCBHC) (“CCBHC Policy”) and Michigan Department of Health and Human Services (“MDHHS”) CCBHC Demonstration Handbook (“CCBHC Handbook”), CMHSP is a Certified Community Behavioral Health Clinic (“CCBHC”) that seeks to purchase services set forth in **Attachment B: Compensation Schedule**, and incorporated by reference herein (collectively known as “Services”), and have Provider operate as a Designated Collaborating Organization (“DCO”) under the Terms contained hereinafter and incorporated by reference.

1. Criteria

- a. Person and Family-Centered Care. Services shall be furnished in a manner that aligns with Section 2402(a) of the Patient Protection and Affordable Care Act (“ACA”), reflecting person- and family-centered, recovery-oriented care, being respectful of the Covered Person’s needs, preferences, and values, and ensuring both consumer involvement and self-direction of services received.
- b. Quality Standards. Provider represents that its provision of Services rendered under the terms of this Agreement shall meet the same quality standards as equivalent services provided by CMHSP.
- c. Availability of Services. Provider shall ensure that Covered Persons will not be denied services because of either:
 - (1) Their place of residence or homelessness or lack of permanent address; or
 - (2) Their inability to pay for such services.
- d. Timely Access to Services. Provider shall ensure that Covered Persons are provided and appointment within ten (10) days of the requested date for services. If Covered Person presents to Provider with an emergent crisis or need, Provider shall take immediate action including necessary outpatient follow-up care, and ensure that clinical services are provided within one (1) business day of the request.
- e. Status as a DCO. Provider agrees to operate within, and abide by the requirements of, the CCBHC Policy and CCBHC Handbook, as periodically revised. Provider acknowledges and accepts that MDHHS reserves the right to make non-material revisions to both without providing opportunity for input or feedback, and that such non-material changes shall be incorporated herein by reference.

2. Recordkeeping, Reporting, Information Sharing

- a. Provider shall maintain documentation as required by MDHHS CCHC Policy and/or CCBHC Handbook, as revised, and as required by CMHSP for the timely adjudication of claims.
- b. On regular intervals, but at least monthly, Provider shall furnish CMHSP with necessary information in the appropriate format for CMHSP to collect, report, and track encounter,

outcome, demographic, quality data related to CCBHC Services, and financial reports consistent with the Universal Reporting System.

- c. Provider will document, as required, directly into CMHSP's Electronic Health Record ("EHR"), using established protocols and adhering to CMHSP's policies and practices around security of PHI and system User rules.
- d. Parties agree to collaborate and cooperate in the development of practices to promote health information sharing, including but not limited to, increased IT integration, development and implementation of a shared HIE Plan, and use and access of medical records for shared Covered Persons through identified care management tools, such as CareConnect360.

3. Billing and Collection of Fees

- a. Provider agrees to accept payment for services rendered, as outlined in **Attachment B: Compensation Schedule**, at the mutually agreed upon Fair Market Value ("FMV") for contracted services.
- b. CMHSP will be responsible for any collection of fees, copayments, coinsurance, deductibles, or other cost-sharing obligation, in accordance with CMHSP/CCBHC's Schedule of Discounts policy, incorporated herein by reference. Provider shall waive any fees, copayments, coinsurance, deductibles, or other cost-sharing obligation for Covered Persons receiving Services under the terms of this Agreement. Where Provider is acting within the scope as a DCO, under the terms contained herein, and under authority and guidance of the CCBHC Policy and CCBHC Handbook, this clause shall take precedence over 3.04(c) above. For all other Provider Services, this clause shall not apply.
- c. Provider acknowledges and accepts that CMHSP, as the CCBHC, shall be responsible for submitting billing claims for Services rendered under the terms specific to their recognition as a DCO, except where third-party billing rules preclude CMHSP/CCBHC acting as primary biller. In such cases where CMHSP/CCBHC is precluded from acting as primary biller due to third-party billing rules, Provider agrees to provide payment of fees, copayments, coinsurance, deductibles or other cost-sharing obligations to CMHSP/CCBHC.
- d. Provider agrees to post and make conspicuous CMHSP/CCBHC's schedule of discounts in a manner that is readily accessible to Covered Persons in languages and formats appropriate for Covered Persons seeking Services.

4. Training

- a. Provider agrees to comply with CMHSP's training plan, ensuring staff rendering CCBHC Services complete training that addresses:
 - (1) Risk Assessment, suicide prevention, and suicide response;
 - (2) The roles of families and peers;
 - (3) Information related to military culture, to the extent provider furnishes services to veterans or active and former members of the military;
 - (4) Primary care and behavioral health integration; and
 - (5) Recovery-oriented services.
- b. Records of training will be made available to CMHSP, upon request, within ten (10) business days for CMHSP verification.
- c. Provider will ensure that training is provided by qualified, experienced staff, acting within their scope of practice. Such determination will be made through collection and documentation of education, training, and experience, and is subject to

CMHSP/CCBHC's discretion.

5. Culturally and Linguistically Appropriate Services (CLAS)

- a. Provider shall establish culturally and linguistically appropriate goals, policies, practices, and procedures that inform and guide planning and operations.
- b. Provider shall provide effective, equitable, understandable, and respectful care and Services responsive to the diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs of services populations, inclusive of, but not limited to:
 - (1) LGBTQ;
 - (2) Trauma-informed care;
 - (3) Native Tribal Membership; and
 - (4) Veterans and active and former members of the armed forces.
- c. Provider shall participate, upon request, in available CMHSP training to promote Cultural and Linguistic Competency, as appropriate, beyond minimal training requirements detailed in **Attachment I: Training Requirements**.
- d. CMHSP and Provider, in coordination with other community partners, at CMHSP's sole discretion, will work cooperatively to design, implement, and evaluate policies, practices, and services to enhance cultural and linguistic appropriateness. Such activities shall be incorporated into current and ongoing quality improvement activities.

6. Coordination of Care

- a. Parties agree to jointly develop a Care Coordination protocol that shall, at minimum, describe:
 - (1) How timely and orderly referrals will be made.
 - (2) How the Parties will track referred persons and services they receive.
 - (3) How preferences and needs for care, to the extent possible, for Covered Persons shall be incorporated into care.
 - (4) Process for requesting and transmitting a list of all prescribed medications for shared persons at the commencement of care and each time changes to prescribed medications are ordered.
 - (5) Processes for sharing and transfer or medical records (i.e. diagnosis, treatment, specific recommendations for follow up) at the commencement of care and each time there are relevant changes in the course of treatment.

7. Other Provisions

- a. Nothing contained herein, either directly or incorporated through reference, is meant to, nor shall be construed to imply, impair a Covered Person's freedom to choose their provider. Such preferences and choices shall be, to the extent possible, be given primary consideration when rendering Covered Person's Services
- b. Provider agrees to comply with CCBHC's Continuity of Operations Planning, including, as appropriate, as determined at CMHSP's sole discretion, participation in training and active drills of CMHSP's Continuity of Operations Plan.
- c. Provider shall not disclose proprietary information, for any purpose, of CCBHC business activities without first obtaining written consent of CMHSP.