FEIN# 46-3351818

DUNS# 079148120

Manager and Location Building
John P. Duvendeck - Lewis Cass Building, 320 S. Walnut
Contract Number # 20170097-00

Agreement Between
Michigan Department of Health and Human Services
And
PIHP Detroit Wayne MH Authority
For
The Medicaid Managed Specialty Supports and Services Concurrent 1915(b)/(c) Waiver Program(s), the Healthy Michigan Program and Substance Use Disorder Community Grant Programs

Period of Agreement:
This contract shall commence on October 1, 2016 and continue through September 30, 2017. This agreement is in full force and effect for the period specified.

Program Budget and Agreement Amount:
Total funding available for specialty supports and services is identified in the annual Legislative Appropriation for community mental health services programs. Payment to the PIHP will be paid based on the funding amount specified in Part II (A), Section 8.0 of this contract. The estimated value of this contract is contingent upon and subject to enactment of legislative appropriations and availability of funds.

The terms and conditions of this contract are those included in: (a) Part I: General Provisions, (b) Part II (A): General Statement of Work, Part II (B) SUD Statement of Work and (c) Part III: MDHHS Responsibilities, (d) all Attachments as specified in Parts I, II (A), II (B), III of the contract.

Special Certification:
The individuals signing this agreement certify by their signatures that they are authorized to sign this agreement on behalf of the organization specified.

Signature Section:

For the Michigan Department of Health and Human Services

Kim Stephen — 9-20-16
Kim Stephen, Director — Date
Bureau of Purchasing

For the CONTRACTOR:

Tom Watkins — CEO
Name (print) — Title (print)

Tom Watkins — 8-23-16
Signature — Date

Executive Summary
MICHIGAN DEPARTMENT OF HEALTH & HUMAN SERVICES
Behavioral Health and Developmental Disabilities Administration
Changes to the FY 17 contract between MDHHS and the PIHPs

Additions and changes to the contract between the Michigan Prepaid Inpatient Health Plans for Medicaid Specialty Services and MDHHS

I. Contract effective date: October 1, 2016 through September 30, 2017

II. New sections to the contract boilerplate as follows:

N/A

III. List of changes to the following contract sections. Additions are included in **"bold"** and deletion in "~~strikeout~~."

Part I: CONTRACTUAL SERVICES TERMS AND CONDITIONS

Changes to section 18.1.13 HCBS Transition Implementation as follows:

The PIHPs will work with MDHHS to establish policy guidance and monitoring standards **which will include what functions may be delegated, oversight standards and expectations, remediation strategies for both initial and ongoing compliance**, to assure full compliance with the Home and Community Based Setting requirements and the state's approved transition plan no later than March 2019 as required by the rule.

Changes to section 18.2 Special Waiver Provisions for MSSSP as follows:

Michigan's Specialty Services and Supports Waiver Program authorized under 1915(b)(1), (3) and (4) of the Social Security Act is currently approved until September 30, 201**46**.

Changes to section 39.0 FISCAL AUDITS AND COMPLIANCE EXAMINATIONS as follows:

Single Audit
PIHPs that expend $~~500~~**750**,000 or more in Federal awards, ~~in the form of block grants,~~ during the PIHP's fiscal year shall submit a Single Audit to MDHHS. The Single Audit must comply with the requirements of the Single Audit Act Amendments of 1996, and ~~Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," as revised~~ **2 CFR 200, Subpart F**. Also, the PIHP must comply with all requirements contained in the MDHHS Substance Abuse Prevention and Treatment Audit Guidelines, current edition, as issued by the MDHHS ~~Office of Audit~~ **Bureau of Audit, Reimbursement, and Quality Assurance**.

Changes to section 39.3 MDHHS Audits as follows:

The MDHHS and/or federal agencies may inspect and audit any financial records of the entity or its subcontractors. As used in this section, an audit is an examination of the PIHP's and its contract service providers' financial records, policies, contracts, and financial management practices, conducted by the MDHHS ~~Office of Audit~~ **Bureau of Audit, Reimbursement, and Quality Assurance,** or its agent, or by a federal agency or its agent, to verify the PIHP's compliance with legal and contractual requirements.

Part IIA: GENERAL STATEMENT OF WORK

Changes to section 7.6 Home and Community Character as follows:

~~The PIHP must assure that the licensed adult and children's foster care facilities where individuals are supported by funds from the Medicaid 1915(c) waiver programs (Habilitation Supports Waiver, Children's Waiver, and Children's SED Waiver) each maintains a "home and community character" as required by federal regulation and the resultant, Michigan-specific, approved plan.~~

The PIHP must assure that the **residential (adult foster care, specialized residential, provider owned/controlled) and non-residential services (skill building, supported employment, community living supports, prevocational, out of home non-vocational)** ~~licensed adult and children's foster care facilities~~ where individuals are supported by funds from the Medicaid 1915(c) waiver programs (Habilitation Supports Waiver, Children's Waiver, and Children's SED Waiver**, B Waiver**) each maintains a "home and community character" as required by federal regulation and the resultant, Michigan-specific, **CMS** approved plan.

Changes to section 7.7.3 Supports Intensity Scale as follows:

Level of Care Utilization System (LOCUS)
The PIHP will:

1. **Ensure that the LOCUS is incorporated into the initial assessment process for all individuals 18 and older seeking supports and services for a severe mental illness using one of the three department approved methods for scoring the tool. Approved methods:**
    a. **Paper and pencil scoring;**
    b. **Use of the online scoring system Service Manager, through Deerfield Behavioral Health, with cost covered by BHDDA through Mental Health and Wellness Commission funding; or**
    c. **Use of software Service Manager purchased through Deerfield Behavioral Health with costs covered by BHDDA through Mental Health and Wellness Commission funding.**
2. **Ensure that each individual 18 years and older with a severe mental illness, who is receiving services on or after October 1, 2016, has a LOCUS**

completed as part of any re-assessment process during that and subsequent fiscal years.

3. **Identify a regional trainer that will support regional training needs and participate in BHDDA ongoing training and education activities that will support the ongoing use of the tool.**
4. **Collaborate with BHDDA for ongoing fidelity monitoring on the use of the tool.**
5. **Provide to DHHS the composite score for each LOCUS that is completed in accord with the established reporting guidelines.**

Changes to section 8.4.1.4 Habilitation Supports Waiver as follows:

Beneficiaries enrolled in the HSW may not be enrolled simultaneously in any other 1915(c) waiver, such as the Children's Waiver Program (CWP) and Children with Serious Emotional Disturbance Waiver (SEDW). The PIHP will not receive payments for HSW enrolled beneficiaries who reside in an ICF/IID, Nursing Home**, CCI**, or are incarcerated for an entire month. The PIHP will not receive payments for HSW enrolled beneficiaries enrolled with a Program All Inclusive Care (PACE) organization.

ATTACHMENTS revised or added to the contract:

P4.13.1 Recovery Policy and Practice Advisory. Revised to include the planning, reporting and evaluation component.

P39.0.1 Compliance Examination Guidelines. Revised with technical changes.

Manager and Location Building
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Contract Number #_____

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Michigan Department of Health and Human Services
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Signature Section:

For the Michigan Department of Health and Human Services

_____ _____
Kim Stephen, Director Date
Bureau of Purchasing

For the CONTRACTOR:

_____ _____
Name (print) Title (print)

_____ _____
Signature Date

CONTRACT ATTACHMENTS

P.1.4.1 Technical Requirement for Behavior Treatment Plans
P.4.1.1 Access Standards
P.4.4.1.1 Person-Centered Planning Practice Guideline
P.4.7.1 Self Determination Practice & Fiscal Intermediary Guideline
P.4.7.4 Technical Requirement for SED Children
P.4.13.1 Recovery Policy & Practice Advisory
P.6.3.1. Customer Services Standards
P.6.3.1.1 Appeal and Grievance Resolution Processes Technical Requirement
P.6.3.2.1.B.i Technical Advisory for Estimated Cost of Services
P.6.3.2.1.B.ii Technical Requirement for Explanation of Benefits
P.6.4.1 Medicaid Verification Process
P.7.1.1 Credentialing and Re-Credentialing Processes
P.7.3.1 PIHP-MHP Model Agreement
P.7.3.1.1 Reciprocity Standards
P.7.7.1.1 PIHP Reporting Requirements for Medicaid Specialty Supports and Services Beneficiaries
P.7.9.1 Quality Assessment and Performance Improvement Programs for Specialty Pre-Paid Inpatient Health Plans
P.7.10.2.1 Inclusion Practice Guideline
P.7.10.2.2 Housing Practice Guideline
P.7.10.2.3 Consumerism Practice Guideline
P.7.10.2.4 Personal Care in Non-Specialized
P.7.10.2.5 Family-Driven and Youth-Guided Policy & Practice Guideline
P.7.10.2.6 Employment Works! Policy
P.7.10.3.1 Jail Diversion Practice Guidelines
P.7.10.4.1 School to Community Transition Planning
P.8.0.1 Contract Financing
P.8.6.4.1 Internal Service Fund Technical Requirement
P.8.9.1 PIHP Performance Objectives
P.13.0.B Application for Participation
P.37.0.1 Procurement Technical Requirement
P.39.0.1 Compliance Examination Guidelines
P.39.0.1.1 Appeal Process for Compliance Examination Decisions
P.39.3.1. MDHHS Audit Report and Appeal Process
P.II.B.A. Substance Use Disorder Policy Manual

Commented [WD(1]: Include Amendment 1 version

Commented [WD(2]: Include Amendment 1 version to include evaluation and reporting piece.

Commented [WD(3]: Include Amendment 2 version

Commented [WD(4]: Include Amendment 2 version

Commented [WD(5]: Include Amendment 1 version

Commented [WD(6]: Include Amendment 1 version

Commented [WD(7]: Include Amendment 2 version

Commented [WD(8]: Include Amendment 2 version

Commented [WD(9]: Include Amendment 1 version plus changes for FY17

Commented [WD(10]: Include Amendment 2 version

DEFINITIONS/EXPLANATION OF TERMS
The terms used in this contract shall be construed and interpreted as defined below unless the contract otherwise expressly requires a different construction and interpretation.

Appropriations Act: The annual appropriations act adopted by the State Legislature that governs MDHHS funding.

Capitated Payments: Monthly payments based on the Capitation Rate that are payable to the PIHP by the MDHHS for the provision of Medicaid services and supports pursuant to Part II (A) Section 8.0 of this contract.

Capitation Rate: The fixed per person monthly rate payable to the PIHP by the MDHHS for each Medicaid eligible person covered by the Concurrent 1915(b)/1915(c) Waiver Program, regardless of whether or not the individual who is eligible for Medicaid receives covered specialty services and supports during the month. There is a separate, fixed per person monthly rate payable for each eligible person covered by the Healthy Michigan Program. The capitated rate does not include funding for beneficiaries enrolled in the Medicaid 1915(c) Children's Waiver, children enrolled in Michigan's separate health insurance program (MiChild) under Title XXI of the Social Security Act.

Clean Claim: A clean claim is one that can be processed without obtaining additional information from the provider of the service or a third party. It does not include a claim from a provider who is under investigation for fraud or abuse, or a claim under review for medical necessity.

Community Mental Health Services Program (CMHSP): A program operated under Chapter 2 of the Michigan Mental Health Code - Act 258 of 1974 as amended.

Contractor: See PIHP.

Cultural Competency: is an acceptance and respect for difference, a continuing self-assessment regarding culture, a regard for and attention to the dynamics of difference, engagement in ongoing development of cultural knowledge, and resources and flexibility within service models to work toward better meeting the needs of minority populations.

Customer: In this contract, customer includes all Medicaid eligible individuals located in the defined service area who are receiving or may potentially receive covered services and supports. The following terms may be used within this definition: clients, recipients, enrollees, beneficiaries, consumers, individuals, persons served, Medicaid Eligible.

Early and Periodic Screening, Diagnosis, and Treatment Program (EPSDT): EPSDT is Medicaid's comprehensive and preventive child health program for beneficiaries under age 21.

Health Care Professional: A physician or any of the following: podiatrist, optometrist, chiropractor, psychologist, dentist, physician assistant, physical or occupational therapist, therapist assistant, speech-language pathologist, audiologist, registered or practical nurse (including nurse practitioner, clinical nurse specialist, certified registered nurse anesthetist, and certified nurse midwife), registered/certified social worker, registered respiratory therapist, and certified respiratory therapy technician.

Health Insurance Portability and Accountability Act of 1996 (HIPAA): Public Law 104-191, 1996 to improve the Medicare program under Title XVIII of the Social Security Act, the Medicaid program under Title XIX of the Social Security Act, and the efficiency and effectiveness of the health care system, by encouraging the development of a health information system through the establishment of standards and requirements for the electronic transmission of certain health information.

The Act provides for improved portability of health benefits and enables better defense against abuse and fraud, reduces administrative costs by standardizing format of specific healthcare information to facilitate electronic claims, directly addresses confidentiality and security of patient information - electronic and paper. HIPAA was amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act), as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009. The United States Department of Health and Human Services (DHHS) promulgated administrative rules to implement HIPAA and HITECH, which are found at 45 C.F.R. Part 160 and Subpart E of Part 164 (the "Privacy Rule"), 45 C.F.R. Part 162 (the "Transaction Rule"), 45 C.F.R. Part 160 and Subpart C of Part 164 (the "Security Rule"), 45 C.F.R. Part 160 and Subpart D of Part 164 (the "Breach Notification Rule") and 45 C.F.R. Part 160, subpart C (the "enforcement Rule"). DHHS also issued guidance pursuant to HITECH and intends to issue additional guidance on various aspects of HIPAA and HITECH compliance. Throughout this contract, the term "HIPAA" includes HITECH and all DHHS implementing regulations and guidance.

Healthy Michigan Plan: The Healthy Michigan Plan is a new category of eligibility authorized under the Patient Protection and Affordable Care Act and Michigan Public Act 107 of 2013 that began April 1, 2014.

Healthy Michigan Plan Beneficiary: An individual who has met the eligibility requirements for enrollment in the Healthy Michigan Plan and has been issued a Medicaid card.

Intellectual/Developmental Disability: As described in Section 330.1100a of the Michigan Mental Health Code.

Medicaid Abuse: Provider practices that are inconsistent with sound fiscal, business or medical practices and result in an unnecessary cost to the Medicaid program, or in reimbursement for services that are not medically necessary or that fail to meet the professionally recognized standards for health care. 42 CFR 455.2

Medicaid Fraud: The intentional deception or misinterpretation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or another person. 42 CFR 455.2.

Michigan Medicaid Provider Manual-Mental Health/Substance Abuse Chapter: The Michigan Department of Health and Human Services periodically issues notices of proposed policy for the Medicaid program. Once a policy is final, MDHHS issues policy bulletins that explain the new policy and give its effective date. These documents represent official Medicaid policy and are included in the Michigan Medicaid Provider Manual: Mental Health Substance Abuse section.

Per Eligible Per Month (PEPM): A fixed monthly rate per Medicaid eligible person payable to the PIHP by the MDHHS for provision of Medicaid services defined within this contract.

Persons with Limited English Proficiency (LEP): Individuals who cannot speak, write, read or understand the English language at a level that permits them to interact effectively with health care providers and social service agencies.

Post-stabilization Services: Covered specialty services specified in Section 2.0 that are related to an emergency medical condition and that are provided after a beneficiary is stabilized in order to maintain the stabilized condition, or, under the circumstances described in 42 CFR 438.114(e) to improve or resolve the beneficiary's condition.

Practice Guideline: MDHHS-developed guidelines for PIHPs and CMHSPs for specific service, support or systems models of practice that are derived from empirical research and sound theoretical construction and are applied to the implementation of public policy.

Prepaid Inpatient Health Plan (PIHP): In Michigan and for the purposes of this contract, a PIHP is defined as an organization that manages Medicaid specialty services under the state's approved Concurrent 1915(b)/1915(c) Waiver Program, on a prepaid, shared-risk basis, consistent with the requirements of 42 CFR Part 438. (In Medicaid regulations Part 438., Prepaid Health Plans (PHPs) that are responsible for inpatient services as part of a benefit package are now referred to as "PIHP" The PIHP also known as a Regional Entity under MHC 330.1204b or a Community Mental Health Services Program also manages the Autism iSPA, Healthy Michigan, Substance Abuse Treatment and Prevention Community Grant and PA2 funds. "

Regional Entity: An entity established by a combination of community mental health services programs under section 204b of the Michigan Mental Health Code- Act 258 of 1974 as amended.

Sentinel Events: Is an "unexpected occurrence" involving death (not due to the natural course of a health condition) or serious physical or psychological injury or risk thereof. Serious injury specifically includes permanent loss of limb or function. The phrase "or risk thereof" includes any process variation for which recurrence would carry a significant chance of a serious adverse outcome. (JCAHO, 1998) Any injury or death that occurs from the use of any behavior intervention is considered a sentinel event.

Serious Emotional Disturbance: As described in Section 330.1100c of the Michigan Mental Health Code, a serious emotional disturbance is a diagnosable mental, behavioral, or emotional disorder affecting a minor that exists or has existed during the past year for a period of time sufficient to meet diagnostic criteria specified in the most recent diagnostic and statistical manual of mental disorders published by the American Psychiatric Association and approved by the MDHHS, and that has resulted in functional impairment that substantially interferes with or limits the minor's role or functioning in family, school, or community activities. The following disorders are included only if they occur in conjunction with another diagnosable serious emotional disturbance:

1) A substance use disorder
2) A developmental disorder
3) A "V" code in the diagnostic and statistical manual of mental disorders

Serious Mental Illness: As described in Section 330.1100c of the Michigan Mental Health Code, a serious mental illness is a diagnosable mental, behavioral, or emotional disorder

affecting an adult that exists or has existed within the past year for a period of time sufficient to meet diagnostic criteria specified in the most recent diagnostic and statistical manual of mental disorders published by the American Psychiatric Association and approved by the MDHHS and that has resulted in functional impairment that substantially interferes with or limits one or more major life activities. Serious mental illness includes dementia with delusions, dementia with depressed mood, and dementia with behavioral disturbances, but does not include any other dementia unless the dementia occurs in conjunction with another diagnosable serious mental illness.

Sub-Contractor: A person, business or organization which has a contract with the PIHP to provide some portion of the work or services which the PIHP has agreed to perform within this contract.

Substance Use Disorder (SUD): The taking of alcohol or other drugs as dosages that place an individual's social, economic, psychological, and physical welfare in potential hazard or to the extent that an individual loses the power of self-control as a result of the use of alcohol or drugs, or while habitually under the influence of alcohol or drugs, endangers public health, morals, safety, or welfare, or a combination thereof.

SUD Community Grant: A combination of the federal grant received by the State from the Substance Abuse and Mental Health Services Administration (SAMHSA) and the general fund dollars appropriated by the legislature for the prevention and treatment of SUD.

Technical Advisory: MDHHS-developed document with recommended parameters for PIHPs regarding administrative practice and derived from public policy and legal requirements.

Technical Requirement: MDHHS/PIHP contractual requirements providing parameters for PIHPs regarding administrative practice related to specific administrative functions, and that are derived from public policy and legal requirements.

PART I: CONTRACTUAL SERVICES TERMS AND CONDITIONS
GENERAL PROVISIONS

1.0 PURPOSE

The Michigan Department of Health and Human Services (MDHHS) hereby enters into a contract with the specialty Prepaid Inpatient Health Plan (PIHP) identified on the signature page of this contract.

Under approval granted by the Centers for Medicare and Medicaid Services (CMS), MDHHS operates a Section 1915(b) Medicaid Managed Specialty Services and Support Program Waiver. Under this waiver, selected Medicaid state plan specialty services related to mental health and developmental disability services, as well as certain covered substance abuse services, have been "carved out" (removed) from Medicaid primary physical health care plans and arrangements. The 1915(b) Specialty Services Waiver Program operates in conjunction with Michigan's existing 1915(c) Habilitation Supports Waiver for persons with developmental disabilities. From the Healthy Michigan Amendment: In addition, CMS has approved an 1115 Demonstration project titled the Healthy Michigan Plan which provides health care coverage for adults who become eligible for Medicaid under section 1902(2) (10)(A)(i)(VIII) of the Social Security Act. Such arrangements have been designated as "Concurrent 1915(b)/(c)" Programs by CMS. In Michigan, the Concurrent 1915(b)/(c) Programs and the Healthy Michigan Plan are managed on a shared risk basis by specialty Prepaid Inpatient Health Plans (PIHPs), selected through the Application for Participation (AFP) process. Further, under the approval of SAMHSA, MDHHS operates a SUD prevention and treatment program under the SUD Community Grant.

The purpose of this contract is to obtain the services of the selected PIHP to manage the Concurrent 1915(b)/(c) Programs, the Healthy Michigan Plan and SUD Community Grant Programs, and relevant I Waivers in a designated services area and to provide a comprehensive array of specialty mental health and substance abuse services and supports as indicated in this contract. The PIHP shall manage its responsibilities in a manner that promotes maximum value, efficiency and effectiveness consistent with state and federal statute and applicable waiver standards. These values include limiting managed care administrative duplication thereby reducing avoidable costs while maximizing the medical loss ratio. The PIHP shall actively manage behavioral health services throughout its service area using standardized methods and measures for determination of need and appropriate delivery of service. The PIHP shall ensure that cost variances in services are supported by quantifiable measures of need to ensure accountability, value and efficiency. The PIHP shall minimize duplication of contracts and reviews for providers contracting with multiple CMHSPs in a region.

This contract is a cost reimbursement contract under OMB Circular A-2 CFR 200 Subpart E Cost Principles. It is therefore subject to compliance with the principles and standards of OMB Circular 2 CFR 200 Subpart E for determining costs for Federal awards carried out through cost reimbursement contracts, and other agreements with State and local governments and federally recognized Indian tribal governments (governmental units).

2.0 ISSUING OFFICE

This contract is issued by the Michigan Department of Health and Human Services (MDHHS). The MDHHS is the sole point of contact regarding all procurement and contractual matters relating to the services described herein. MDHHS is the only entity authorized to change,

modify, amend, clarify, or otherwise alter the specifications, terms, and conditions of this contract. Inquiries and requests concerning the terms and conditions of this contract, including requests for amendment, shall be directed by the PIHP to the attention of the Director of MDHHS's Bureau of State Hospitals and Behavioral Health Administrative Operations Mental Health and Substance Abuse Services and by the MDHHS to the contracting organization's Executive Director.

3.0 CONTRACT ADMINISTRATOR

The person named below is authorized to administer the contract on a day-to-day basis during the term of the contract. However, administration of this contract implies no authority to modify, amend, or otherwise alter the payment methodology, terms, conditions, and specifications of the contract. That authority is retained by the Department of Health and Human Services, subject to applicable provisions of this agreement regarding modifications, amendments, extensions or augmentations of the contract (Section 16.0). The Contract Administrator for this project is:

~~Cynthia Kelly~~Thomas R. Renwick, Director
Bureau of ~~Hospitals and Administrative Operations~~Community Based Services
Department of Health and Human Services
5th Floor – Lewis Cass Building
320 South Walnut Street
Lansing, Michigan 48913

4.0 TERM OF CONTRACT

The term of this contract shall be from October 1, 201~~5~~6 through September 30, 201~~6~~7. The contract may be extended in increments no longer than 12 months, contingent upon mutual agreement to an amendment to the financial obligations reflected in Attachment P 8.4.1, and other changes required by the department. No more than three (3) one-year extensions after September 30, 201~~6~~7 shall occur. Fiscal year payments are contingent upon and subject to enactment of legislative appropriations.

5.0 PAYMENT METHODOLOGY

The financing specifications are provided in Part II, Section 8.0 "Contract Financing" and estimated payments are described in Attachment P 8.4.1 to this contract. The Contractor is required by PA 533 of 2004 to receive payments by electronic funds transfer. The payment methodology for SUD Community Grant services is addressed in Part II (B), SUD Services.

6.0 LIABILITY

6.1 Liability: Cost

The MDHHS assumes no responsibility or liability for costs under this contract incurred by the PIHP prior to October 1, 201~~5~~6. Total liability of the MDHHS is limited to the terms and conditions of this contract.

6.2 Liability: Contract

A. All liability, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out pursuant to the obligation of the PIHP under this contract shall be the responsibility of the PIHP, and not the responsibility of the MDHHS, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the PIHP, its employees, officers or agent. Nothing herein shall be

construed as a waiver of any governmental immunity for the county(ies), the PIHP, its agencies or employees as provided by statute or modified by court decisions.

B. All liability, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out pursuant to the obligations of the MDHHS under this contract shall be the responsibility of the MDHHS and not the responsibility of the PIHP if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of MDHHS, its employees, or officers. Nothing herein shall be construed as a waiver of any governmental immunity for the State, the MDHHS, its agencies or employees or as provided by statute or modified by court decisions.

C. The PIHP and MDHHS agree that written notification shall take place immediately of pending legal action that may result in an action naming the other or that may result in a judgment that would limit the PIHP's ability to continue service delivery at the current level. This includes actions filed in courts or by governmental regulatory agencies.

7.0 PIHP RESPONSIBILITIES

The PIHP shall be responsible for the operation of the Concurrent 1915(b)/(c), SUD Community Grant, the Healthy Michigan Plan, Autism Benefit under iSPA, and other public funding within its designated service area. Operation of the Concurrent 1915(b)/(c) Program must conform to regulations applicable to the concurrent program and to each (i.e., 1915(b) and 1915 (c) and 1115) Waiver. The PIHP shall also be responsible for development of the service delivery system and the establishment of sufficient administrative capabilities to carry out the requirements and obligations of this contract. If the PIHP elects to subcontract, the PIHP shall comply with applicable provisions of federal procurement requirements, as specified in Attachment P 37.0.1, except as waived for CMHSPs in the 1915(b) Waiver. The PIHP is responsible for complying with all reporting requirements as specified in Part II, Section 7.7.1 of the contract and the finance reporting requirements specified in Part II, Section 8.7. Additional requirements are identified in Attachment P 8.9.1 (Performance Objectives).

7.1 PIHP Governance and Board Requirements

For the purposes of this contract, the designation as a PIHP applies to single county Community Mental Health Service Programs or regional entities (organized under Section 1204b of the Mental Health Code or Urban Cooperation Act) serving the PIHP regions as defined by MDHHS. The PIHP must either be a single county CMHSP, or a regional entity jointly and representatively governed by all CMHSPs in the region pursuant to Section 204 or 205 of Act 258 of the Public Acts of 1974, as amended in the Mental Health Code.

7.2 PIHP Substance Use Disorder Oversight Policy Board

The PIHP shall establish a SUD Oversight Policy Board by October 1, 2014, through a contractual arrangement with the PIHP and each of the counties served under appropriate state law. The SUD Oversight Policy Boards shall include the members called for in the establishing agreement, but shall have at least one board member appointed by the County Board of Commissioners for each county served by the PIHP.

7.3 PIHP Reciprocity Standards

The PIHP shall be responsible for the Reciprocity Standards policy. See attachment P7.3.1.1.

8.0 PUBLICATION RIGHTS

When applicable, all of the following standards apply regarding the Publication Rights of MDHHS and the PIHP;

1. Where the Contractor exclusively develops books, films, or other such copyrightable materials through activities supported by this agreement, the Contractor may copyright those materials. The materials that the Contractor copyrights cannot include service recipient information or personal identification data. Contractor grants the Department 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 Department's name must be approved by the Department before reproduction and use of such materials. The State of Michigan may modify the material copyrighted by the Contractor and may combine it with other copyrightable intellectual property to form a derivative work. The State of Michigan will own and hold all copyright and other intellectual property rights in any such derivative work, excluding any rights or interest granted in this agreement to the Contractor. If the Contractor ceases to conduct business for any reason, or ceases to support the copyrightable materials developed under this agreement, the State of Michigan has the right to convert its licenses into transferable licenses to the extent consistent with any applicable obligations the Contractor has to the federal government.
3. The Contractor shall give recognition to the Department in any and all publications papers and presentations arising from the program and service contract herein: the Department will do likewise.
4. The Contractor must notify the Department's Grants and Purchasing Division 30 days before applying to register a copyright with the U.S. Copyright Of The Contractor must submit an annual report for all copyrighted materials developed by the Contractor through activities supported by this agreement and must submit a final invention statement and certification within 90 days of the end of the agreement period.

9.0 DISCLOSURE

All information in this contract is subject to the provisions of the Freedom of Information Act, 1976 PA 442, as amended, MCL 15.231, et seq.

10.0 CONTRACT INVOICING AND PAYMENT

MDHHS funding obligated through this contract is Medicaid capitation payments. Detail regarding the MDHHS financing obligation is specified in Part II, Section 8.0 of this contract and in Attachment P 8.0.1 to this contract.

11.0 MODIFICATIONS, CONSENTS AND APPROVALS

This contract cannot be modified, amended, extended, or augmented, except in writing and only when negotiated and executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

12.0 SUCCESSOR

Any successor to the PIHP must be prior approved by the MDHHS. Such approval or disapproval shall be the sole discretion of the MDHHS.

13.0 ENTIRE AGREEMENT

The following documents constitute the complete and exhaustive statement of the agreement between the parties as it relates to this transaction.

A. This contract including attachments and appendices
B. The standards as contained in the 2013 Application for Participation as they pertain to the provision of specialty services to Medicaid beneficiaries and the implementation plans submitted and approved by MDHHS and any stated conditions, as reflected in the MDHHS approval of the application unless prohibited by federal or state law
C. SUD Administrative Rules:
    a. Program Match Requirements, R 325.4151 - 325.4156
    b. Substance Use Disorders Service Program, R 325.14101 - 325.14125
    c. Licensing of Substance Use Disorder Programs, R 325.14201 - 325.14214
    d. Recipient Rights, R 325.14301 - 325.14306
    e. Methadone Treatment and Other Chemotherapy, R 325.14401 - 325.14423
    f. Prevention, R 325.14501 - 325.14530
    g. Case-finding, R 325.14601 - 325.14623
    h. Outpatient Programs, R 325.14701 - 325.14712
    i. Inpatient Programs, R 325.14801 - 325.14807
    j. Residential Program, R 325.14901 - 325.14928
D. Michigan Mental Health Code and Administrative Rules
E. Michigan Public Health Code and Administrative Rules
F. Approved Medicaid Waivers and corresponding CMS conditions, including 1915(b), (c) and 1115 Demonstration Waivers
G. MDHHS Appropriations Acts in effect during the contract period
H. Balanced Budget Act of 1997 (BBA) final rule effective 42 CFR Part 438 effective June 14, 2002All other applicable pertinent Federal, State and local Statutes, Rules and Regulations
I. All final MDHHS guidelines, and final technical requirements, as referenced in the contract. Additional guidelines and technical requirements must be added as provided for in Part 1, Section 11.0 of this contract
J. Michigan Medicaid Provider Manual
K. MSA Policy Bulletin Number: MSA 13-09

In the event of any conflict over the interpretation of the specifications, terms, and conditions indicated by the MDHHS and those indicated by the PIHP, the dispute resolution process in included in section 19.0 of this contract shall be utilized.

This contract supersedes all proposals or prior agreements, oral or written, and all other communications pertaining to the purchase of Medicaid specialty supports and services between the parties.

14.0 LITIGATION

The State, its departments, and its agents shall not be responsible for representing or defending the PIHP, PIHP's personnel, or any other employee, agent or subcontractor of the PIHP, named as a defendant in any lawsuit or in connection with any tort claim. The MDHHS and the PIHP

agree to make all reasonable efforts to cooperate with each other in the defense of any litigation brought by any person or people not a party to the contract.

The PIHP shall submit annual litigation reports providing the following detail for all civil litigation, relevant to this contract that the PIHP is party to. Reports must include the following details:

1. Case name and docket number
2. Name of plaintiff(s) and defendant(s)
3. Names and addresses of all counsel appearing
4. Nature of the claim
5. Status of the case

The provisions of this section shall survive the expiration or termination of the contract.

15.0 CANCELLATION

The MDHHS may cancel this contract for material default of the PIHP. Material default is defined as the substantial failure of the PIHP to fulfill the obligations of this contract, or the standards promulgated by the department pursuant to P.A. 597 of the Public Acts of 2002 (MCL 330.1232b). In case of material default by the PIHP, the MDHHS may cancel this contract without further liability to the State, its departments, agencies, and employees, and procure services from other PIHPs.

In canceling this contract for material default, the MDHHS shall provide written notification at least thirty (30) days prior to the cancellation date of the MDHHS intent to cancel this contract to the PIHP and the relevant Governing Board. The PIHP may correct the problem during the thirty (30) day interval, in which case cancellation shall not occur. In the event that this contract is canceled, the PIHP shall cooperate with the MDHHS to implement a transition plan for recipients. The MDHHS shall have the sole authority for approving the adequacy of the transition plan, including providing for the financing of said plan, with the PIHP responsible for providing the required local match funding. The transition plan shall set forth the process and time frame for the transition. The PIHP will assure continuity of care for all people being served under this contract until all service recipients are being served under the jurisdiction of another contractor selected by MDHHS. The PIHP will cooperate with MDHHS in developing a transition plan for the provision of services during the transition period following the end of this contract, including the systematic transfer of each recipient and clinical records from the PIHP's responsibility to the new contractor.

If the Department takes action to cancel the contract under the provisions of MCL 330.1232b, it shall follow the applicable notice and hearing requirement described in MCL 330.1232b(6).

16.0 CLOSEOUT

If this contract is canceled or expires and is not renewed, the following shall take effect:

1. Within 45 days (interim), and 90 days (final), following the end date imposed under Section 12.0, the PIHP shall provide to MDHHS, all financial, performance, and other reports required by this contract.
2. Payment for any and all valid claims for services rendered to covered recipients prior to the effective end date shall be the PIHP's responsibility, and not the responsibility of the MDHHS.

3. The portion of all reserve accounts accumulated by the PIHP that were funded with MDHHS funds and related interest are owed to MDHHS within 90 days, less amounts needed to cover outstanding claims or liabilities, unless otherwise directed in writing by MDHHS.
4. Reconciliation of equipment with a value exceeding $5,000, purchased by the PIHP or its provider network with funds provided under this contract, since January 1, 2015 will occur as part of settlement of this contract. The PIHP will submit to the MDHHS an inventory of equipment meeting the above specifications within 45 days of the end date. The inventory listing must identify the current value and proportion of Medicaid funds used to purchase each item, and also whether or not the equipment is required by the PIHP as part of continued service provision to the continuing service population. MDHHS will provide written notice within 90 days or less of any needed settlements concerning the portion of funds ending. If the PIHP disposes of the equipment, the appropriate portion of the value must be returned to MDHHS (or used to offset costs in the final financial report). See Attachment P7.7.1.1 PIHP Reporting.
5. All earned carry-forward funds and savings from prior fiscal years that remain unspent as of the end date, must be returned to MDHHS within 90 days. No carry-forward funds or savings as provided in section 8.6.2, can be earned during the year this contract ends, unless specifically authorized in writing by the MDHHS.
6. All financial, administrative, and clinical records under the PIHP's responsibility must be retained according to the retention schedules in place by the Department of Management and Budget's (DTMB) General Schedule #20 at: http://michigan.gov/dmb/0,4568,7-150-9141_21738_31548-56101--,00.html unless these records are transferred to a successor organization or the PIHP is directed otherwise in writing by MDHHS.

The transition plan will include financing arrangements with the PIHP, which may utilize remaining Medicaid savings and reserves held by the PIHP and owed to MDHHS.

Should additional statistical or management information be required by the MDHHS after this contract has ended, at least 45 days' notice shall be provided to the PIHP.

17.0 CONFIDENTIALITY

MDHHS and the PIHP shall maintain the confidentiality, security and integrity of beneficiary information that is used in connection with the performance of this contract to the extent and under the conditions specified in HIPAA, the Michigan Mental Health Code (PA 258 of 1974, as amended), the Michigan Public Health Code (PA 368 of 1978 as amended), and 42 C.F.R. Part 2.

18.0 ASSURANCES

The following assurances are hereby given to the MDHHS:

18.1 Compliance with Applicable Laws

The PIHP shall comply with all federal, state and local laws, and require that all PIHPs will comply with all applicable Federal and State laws and regulations including MCL 15.342 Public officer or employee; prohibited conduct, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1973, and the Rehabilitation Act of 1973, and the Americans with Disabilities Act. Statutory and regulatory provisions related to Title XXI (The Children's Health Insurance Program) are applicable to

services rendered under the MIChild program. The PIHP will also comply with all applicable general administrative requirements such as OMB Circulars covering cost principles, grant/agreement principles, and audits in carrying out the terms of this agreement. For purposes of this Agreement, OMB Circular 2 CFR 200 Subpart E is applicable to PIHPs that are local government entities, and OMB Circular 2 CFR 200 Subpart E is applicable to PIHPs that are non-profit entities.

In addition, the PIHP's Substance Use Disorder service delivery system shall comply with:

1. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
2. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
3. §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records
4. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
5. The requirements of any other nondiscrimination statute(s) which may apply to the application.

18.1.1 Anti-Lobbying Act

The PIHP 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 PIHP 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.

18.1.2 Non-Discrimination

In the performance of any contract or purchase order resulting herefrom, the PIHP 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 PIHP 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.

Additionally, assurance is given to the MDHHS that pro-active efforts will be made to identify and encourage the participation of minority-owned, women-owned, and handicapper-owned businesses in contract solicitations. The PIHP shall incorporate language in all contracts

awarded: (1) prohibiting discrimination against minority-owned, women-owned, and handicapper-owned businesses in subcontracting; and (2) making discrimination a material breach of contract.

18.1.3 Debarment and Suspension

Assurance is hereby given to the MDHHS that the PIHP will comply with Federal Regulation 45 CFR Part 76 and certifies to the best of its knowledge and belief that it, including its employees and subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or PIHP;
2. Have not within a three-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;
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 in section 2, and;
4. Have not within a three-year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default.

18.1.4 Pro-Children Act

Assurance is hereby given to the MDHHS that the PIHP will comply with Public Law 103-227, also known as the Pro-Children Act of 1994, 20 USC 6081 et seq, 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 law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law 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 Women, Infants, and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The PIHP also assures that this language will be included in any sub-awards that contain provisions for children's services.

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

18.1.5 Hatch Political Activity Act and Intergovernmental Personnel Act
The PIHP will comply with the Hatch Political Activity Act, 5 USC 1501-1509, and 7324-7328, and the Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Service Reform Act, Public Law 95-454, 42 USC 4728 - 4763. 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.

18.1.6 Limited English Proficiency
The PIHP shall comply with the Office of Civil Rights Policy Guidance on the Title VI Prohibition Against Discrimination as it affects persons with Limited English Proficiency. This guidance clarifies responsibilities for providing language assistance under Title VI of the Civil Rights Act of 1964.

18.1.7 Health Insurance Portability and Accountability Act and 42 CFR PART 2
To the extent that MDHHS and PIHP are HIPAA Covered Entities and/or Programs under 42 CFR Part 2, each agrees that it will comply with HIPAA's Privacy Rule, Security Rule, Transaction and Code Set Rule and Breach Notification Rule and 42 CFR Part 2 (as now existing and as may be later amended) with respect to all Protected Health Information and substance use disorder treatment information that it generates, receives, maintains, uses, discloses or transmits in the performance of its functions pursuant to this Agreement. To the extent that PIHP determines that it is a HIPAA Business Associate of MDHHS and/or a Qualified Service Organization of MDHHS, then MDHHS and PIHP shall enter into a HIPAA Business Associate Agreement and a Qualified Service Organization Agreement that complies with applicable laws and is in a form acceptable to both MDHHS and PIHP.

1. The PIHP must not share any protected health data and information provided by the Department that falls within HIPAA requirements except as permitted or required by applicable law; or to a subcontractor as appropriate under this agreement.

2. The PIHP will ensure that any subcontractor will have the same obligations as the Contractor not to share any protected health data and information from the Department that falls under HIPAA requirements in the terms and conditions of the subcontract.

3. The PIHP must only use the protected health data and information for the purposes of this agreement.

4. The PIHP must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Contractor's employees.

5. The PIHP must have a policy and procedure to immediately report to the Department any suspected or confirmed unauthorized use or disclosure of protected health data and information that falls under the HIPAA requirements of which the Contractor becomes aware. The Contractor will work with the Department to mitigate the breach, and will provide assurances to the Department of corrective actions to prevent further unauthorized uses or disclosures.

6. Failure to comply with any of these contractual requirements may result in the termination of this agreement in accordance with Part I, Section 15.0 Cancellation. In accordance with HIPAA

requirements, the Contractor is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information by the Contractor received from the Department or any other source.

7. The PIHP will enter into a business associate agreement should the Department determine such an agreement is required under HIPAA.

8. All recipient information, medical records, data and data elements collected, maintained, or used in the administration of this contract shall be protected by the PIHP from unauthorized disclosure as required by state and federal regulations. The PIHP must provide safeguards that restrict the use or disclosure of information concerning recipients to purposes directly connected with its administration of the contract.

9. The PIHP must have written policies and procedures for maintaining the confidentiality of all protected information.

In accordance with 45 CFR § 74, the Contractor shall comply with all of the following Federal regulations:

18.1.8 Byrd Anti-Lobbying Amendment
The PIHP shall comply with all applicable standards, orders, or requirements issued under 31 U.S.C. 1352 and 45 CFR Part 93. No appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

18.1.9 Davis-Bacon Act
(All contracts in excess of $2,000). (40 U.S.C. 276a to a-7) -- When required by Federal program legislation, all construction contracts awarded by the recipients and sub-recipients of more than $2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5), "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the federal awarding agency.

18.1.10 Contract Work Hours and Safety Standards
(All contracts in excess of $2,000 for construction and $2,500 employing mechanics or laborers). (40 U.S.C. 327 - 333) -- Where applicable, all contracts awarded by recipients in excess of $2,000 for construction contracts and in excess of $2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Section 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 - 333), as

supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 and 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

18.1.11 Rights to Inventions Made Under a Contract or Agreement
(All contracts containing experimental, developmental, or research work). Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

18.1.12 Clean Air Act and Federal Water Pollution Control Act
(Contracts in excess of $100,000). Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended -- Contracts and sub-grants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

18.1.13 HCBS Transition Implementation
The PIHPs will work with MDHHS to establish policy guidance and monitoring standards which will include what functions may be delegated, oversight standards and expectations, remediation strategies for both initial and ongoing compliance, to assure full compliance with the Home and Community Based Setting requirements and the state's approved transition plan no later than March 2019 as required by the rule.

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18.2 Special Waiver Provisions for MSSSP
Michigan's Specialty Services and Supports Waiver Program authorized under 1915(b)(1), (3) and (4) of the Social Security Act is currently approved until September 30, 20146.

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The 1915(b) Waiver is concurrent with a five-year 1915(c) waiver, referred to as the Home and Community-Based Habilitation Supports Waiver, serving people with a developmental disability, is currently approved until September 30, 2016. Under these waivers, beneficiaries are entitled to specified medically necessary specialty supports and services from the PIHP.

19.0 DISPUTE RESOLUTION

Disputes by the PIHP may be pursued through the dispute resolution process.

In the event of the unsatisfactory resolution of a non-emergent contractual dispute or compliance/performance dispute, and if the PIHP desires to pursue the dispute, the PIHP shall request that the dispute be resolved through the dispute resolution process. This process shall

involve a meeting between agents of the PIHP and the MDHHS. The MDHHS Deputy Director for Behavioral Health and Developmental Disabilities will identify the appropriate Deputy Director(s) or other department representatives to participate in the process for resolution, unless the MDHHS Director has delegated these duties to the Administrative Tribunal.

The PIHP shall provide written notification requesting the engagement of the dispute resolution process. In this written request, the PIHP shall identify the nature of the dispute, submit any documentation regarding the dispute, and state a proposed resolution to the dispute. The MDHHS shall convene a dispute resolution meeting within twenty (20) calendar days of receipt of the PIHP request. The Deputy Director shall provide the PIHP and MDHHS representative(s) with a written decision regarding the dispute within fourteen (14) calendar days following the dispute resolution meeting. The decision of the Deputy Director shall be the final MDHHS position regarding the dispute.

Any corrective action plan issued by the MDHHS to the PIHP regarding the action being disputed by the PIHP shall be on hold pending the final MDHHS decision regarding the dispute.

In the event of an emergent compliance dispute, the dispute resolution process shall be initiated and completed within five (5) working days.

20.0 NO WAIVER OF DEFAULT

The failure of the MDHHS to insist upon strict adherence to any term of this contract shall not be considered a waiver or deprive the MDHHS of the right thereafter to insist upon strict adherence to that term, or any other term, of the contract.

21.0 SEVERABILITY

Each provision of this contract shall be deemed to be severable from all other provisions of the contract and, if one or more of the provisions shall be declared invalid, the remaining provisions of the contract shall remain in full force and effect.

22.0 DISCLAIMER

All statistical and fiscal information contained within the contract and its attachments, and any amendments and modifications thereto, reflect the best and most accurate information available to MDHHS at the time of drafting. No inaccuracies in such data shall constitute a basis for legal recovery of damages, either real or punitive. MDHHS will make corrections for identified inaccuracies to the extent feasible. Captions and headings used in this contract are for information and organization purposes.

23.0 RELATIONSHIP OF THE PARTIES (INDEPENDENT CONTRACTOR)

The relationship between the MDHHS and the PIHP is that of client and independent contractor. No agent, employee, or servant of the PIHP or any of its subcontractors shall be deemed to be an employee, agent or servant of the State for any reason. The PIHP will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subcontractors during the performance of a contract resulting from this contract.

24.0 NOTICES

Any notice given to a party under this contract must be written and shall be deemed effective, if addressed to such party at the address indicated on the signature page and Section 3.0 of this contract upon (a) delivery, if hand delivered; (b) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (c) the third (3rd)

business day after being sent by U.S. mail, postage prepaid, return receipt requested; or (d) the next business day after being sent by a nationally recognized overnight express courier with a reliable tracking system. Either party may change its address where notices are to be sent by giving written notice in accordance with this section.

25.0 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 PIHP as an employer, or the name of the subcontractor, manufacturer or supplier of the PIHP appears in the register.

26.0 SURVIVOR

Any provisions of the contract that impose continuing obligations on the parties including, but not limited to, the PIHP's indemnity and other obligations, shall survive the expiration or cancellation of this contract for any reason.

27.0 GOVERNING LAW

This contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan.

28.0 MEDIA CAMPAIGNS

A media campaign, very broadly, is a message or series of messages conveyed through mass media channels including print, broadcast, and electronic media. Messages regarding the availability of services in the PIHP region are not considered to be media campaigns. Any media campaigns funded through Substance Use Disorder Community Grant funds must be compatible with MDHHS values, be coordinated with MDHHS campaigns whenever feasible and costs must be proportionate to likely outcomes. The PIHP shall not finance any media campaign using Department-administered funding without prior written approval by the Department.

29.0 ETHICAL CONDUCT

MDHHS administration of this contract is subject to the State of Michigan State Ethics Act: Act 196 of 1973, "Standards of Conduct for Public Officers and Employees. Act 196 of 1973 prescribes standards of conduct for public officers and employees.

MDHHS administration of this contract is subject to the State of Michigan Governor's Executive Order No: 2001-03, "Procurement of Goods and Services from Vendors."

30.0 CONFLICT OF INTEREST

The PIHP and MDHHS are subject to the federal and state conflict of interest statutes and regulations that apply to the PIHP under this contract, including Section 1902(a)(4)(C) and (D) of the Social Security Act: 41 U.S.C. Chapter 21 (formerly Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. §423): 18 U.S.C. §207)): 18 U.S.C. §208: 42 CFR §438.58: 45 CFR Part 92: 45 CFR Part 74: 1978 PA 566: and MCL 330.1222.

31.0 HUMAN SUBJECT RESEARCH

The PIHP will comply with Protection of Human Subjects Act, 45 CFR, Part 46, subpart A, sections 46.101-124 and HIPAA. The PIHP agrees that prior to the initiation of the research, the PIHP will submit institutional Review Board (IRB) application material for all research

involving human subjects, which is conducted in programs sponsored by the Department or in programs which receive funding from or through the State of Michigan, to the Department's IRB for review and approval, or the IRB application and approval materials for acceptance of the review of another IRB. All such research must be approved by a federally assured IRB, but the Department's IRB can only accept the review and approval of another institution's IRB under a formally-approved interdepartmental agreement. The manner of the review will be agreed upon between the Department's IRB Chairperson and the Contractor's IRB Chairperson or Executive Officer(s).

32.0 FISCAL SOUNDNESS OF THE RISK-BASED PIHP

Federal regulations require that the risk-based PIHPs maintain a fiscally solvent operation and MDHHS has the right to evaluate the ability of the PIHP to bear the risk of potential financial losses, or to perform services based on determinations of payable amounts under the contract.

33.0 PROGRAM INTEGRITY

The PIHP must have administrative and management arrangements or procedures for compliance with 42 CFR 438.608. Such arrangements or procedures must identify any activities that will be delegated and how the PIHP will monitor those activities.

34.0 PIHP OWNERSHIP AND CONTROL INTERESTS

In order to comply with 42 CFR 438.610, the PIHP may not have any of the following relationships with an individual who is excluded from participating in Federal health care programs:

a. Excluded individuals cannot be a director, officer, or partner of the PIHP:
b. Excluded individuals cannot have a beneficial ownership of five percent or more of the PIHP's equity: and
c. Excluded individuals cannot have an employment, consulting, or other arrangement with the PIHP for the provision of items or services that are significant and material to the PIHP's obligations under its contract with the State.

"Excluded" individuals or entities are individuals or entities that have been excluded from participating, but not reinstated, in the Medicare, Medicaid, or any other Federal health care programs. Bases for exclusion include convictions for program-related fraud and patient abuse, licensing board actions and default on Health Education Assistance loans.

Federal regulations require PIHPs to disclose information about individuals with ownership or control interests in the PIHP. These regulations also require the PIHP to identify and report any additional ownership or control interests for those individuals in other entities, as well as identifying when any of the individuals with ownership or control interests have spousal, parent-child, or sibling relationships with each other.

The PIHP shall comply with the federal regulations to obtain, maintain, disclose, and furnish required information about ownership and control interests, business transactions, and criminal convictions as specified in 42 C.F.R. §455.104-106. In addition, the PIHP shall ensure that any and all contracts, agreements, purchase orders, or leases to obtain space, supplies, equipment or services provided under the Medicaid agreement require compliance with 42 C.F.R. §455.104-106.

34.1 PIHP Responsibilities for Monitoring Ownership and Control Interests Within Their

Provider Networks
At the time of provider enrollment or re-enrollment in the PIHP's provider network, the PIHP must search the Office of Inspector General's (OIG) exclusions database to ensure that the provider entity, and any individuals with ownership or control interests in the provider entity (direct or indirect ownership of five percent or more or a managing employee), have not been excluded from participating in federal health care programs. Because these search activities must include determining whether any individuals with ownership or control interests in the provider entity appear on the OIG's exclusions database, the PIHP must mandate provider entity disclosure of ownership and control information at the time of provider enrollment, re-enrollment, or whenever a change in provider entity ownership or control takes place.

The PIHP must search the OIG exclusions database monthly to capture exclusions and reinstatements that have occurred since the last search, or at any time providers submit new disclosure information. The PIHP must notify the Division of Program Development, Consultation and Contracts, Behavioral Health and Developmental Disabilities Administration in MDHHS immediately if search results indicate that any of their network's provider entities, or individuals or entities with ownership or control interests in a provider entity are on the OIG exclusions database.

34.2 PIHP Responsibility for Disclosing Criminal Convictions
PIHPs are required to promptly notify the Division of Program Development, Consultation and Contracts, Behavioral Health and Developmental Disabilities Administration in MDHHS if:

- **a.** Any disclosures are made by providers with regard to the ownership or control by a person that 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. (See42 CFR 1001.1001(a)(1): or
- **b.** Any staff member, director, or manager of the PIHP, individual with beneficial ownership of five percent or more, or an individual with an employment, consulting, or other arrangement with the PIHP 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. (See 42 CFR 1001.1001(a)(1))

The PIHP's contract with each provider entity must contain language that requires the provider entity to disclose any such convictions to the PIHP.

34.3 PIHP Responsibility for Notifying MDHHS of Administrative Actions That Could Lead to Formal Exclusion
The PIHP must promptly notify the Division of Program Development, Consultation and Contracts, Behavioral Health and Developmental Disabilities Administration in MDHHS if it has taken any administrative action that limits a provider's participation in the Medicaid program, including any provider entity conduct that results in suspension or termination from the PIHP's provider network.

The United States General Services Administration (GSA) maintains a list of parties excluded from federal programs. The "excluded parties lists" (EPLS) and any rules and/or restrictions pertaining to the use of EPLS data can be found on GSA's web page at the following internet address: http://exclusions.oig.hhs.gov. The state sanctioned list is at:

www.michigan.gov/medicaidproviders click on Billing and Reimbursement, click on List of Sanctioned Providers. Both lists must be regularly checked.

35.0 PUBLIC HEALTH REPORTING

P.A. 368 requires that health professionals comply with specified reporting requirements for communicable disease and other health indicators. The PIHP agrees to ensure compliance with all such reporting requirements through its provider contracts.

36.0 MEDICAID POLICY

PIHPs shall comply with provisions of Medicaid policy developed under the formal policy consultation process, as established by the Medical Assistance Program.

37.0 PROVIDER PROCUREMENT

The PIHP is responsible for the development of the service delivery system and the establishment of sufficient administrative capabilities to carry out the requirements and obligations of this contract. Where the PIHP and its provider network fulfill these responsibilities through subcontracts, they shall adhere to applicable provisions of federal procurement requirements as specified in Attachment P.37.0.1.

In complying with these requirements and in accordance with 42 CFR 438.12, the PIHP:

1. May not discriminate for the participation, reimbursement, or indemnification of any provider who is acting within the scope of his or her license or certification under applicable state law, solely on the basis of that license or certification;
2. Must give those providers not selected for inclusion in the network written notice of the reason for its decision;
3. Is not required to contract with providers beyond the number necessary to meet the needs of its beneficiaries, and is not precluded from using different practitioners in the same specialty. Nor is the PIHP prohibited from establishing measures that are designed to maintain quality of services and control costs and are consistent with its responsibilities to its beneficiaries. In addition, the PIHP's selection policies and procedures cannot discriminate against particular providers that serve high-risk populations or specialize in conditions that require costly treatments. Also, the PIHP must ensure that it does not employ or contract with providers excluded from participation in federal health care programs under either Section 1128 or Section 1128A of the Social Security Act.

38.0 SUBCONTRACTING

The PIHP may subcontract for the provision of any of the services specified in this contract including contracts for administrative and financial management, and data processing. The PIHP shall be held solely and fully responsible to execute all provisions of this contract, whether or not said provisions are directly pursued by the PIHP, or pursued by the PIHP through a subcontract vendor. The PIHP shall ensure that all subcontract arrangements clearly specify the type of services being purchased. Subcontracts shall ensure that the MDHHS is not a party to the contract and therefore not a party to any employer/employee relationship with the subcontractor of the PIHP. Subcontracts entered into by the PIHP shall address such provisions as the PIHP deems necessary for the development of the service delivery system, and shall include standard terms and conditions as MDHHS may develop.

Subcontracts entered into by the PIHP shall address the following:

1. Duty to treat and accept referrals
2. Prior authorization requirements
3. Access standards and treatment time lines
4. Relationship with other providers
5. Reporting requirements and time frames
6. QA/QI Systems
7. Payment arrangements (including coordination of benefits) and solvency requirements
8. Financing conditions consistent with this contract
9. Anti-delegation clause
10. Compliance with Office of Civil Rights Policy Guidance on Title VI "Language Assistance to Persons with Limited English Proficiency"
11. EPSDT requirements
12. In all contracts with health care professionals, the PIHP must comply with the requirements specified in the "Quality Assessment and Performance Improvement Programs for Specialty Prepaid Health Plans", Attachment P 7.9.1. and require the provider to cooperate with the PIHP's quality improvement and utilization review activities
13. Include provisions for the immediate transfer of recipients to a different provider if their health or safety is in jeopardy
14. Not prohibit a provider from discussing treatment options with a recipient that may not reflect the PIHP's position or may not be covered by the PIHP
15. Not prohibit a provider from advocating on behalf of the recipient in any grievance or utilization review process, or individual authorization process to obtain necessary health care services
16. Require providers to meet Medicaid accessibility standards as established in Medicaid policy and this contract

All subcontracts entered into by the PIHP must be in writing and, if involving Medicaid funds fulfill the requirements of 42 CFR 434.6 and 42 CFR 438.6 that are appropriate to the service or activity delegated under the subcontract. All employment agreements, provider contracts, or other arrangements, by which the PIHP intends to deliver services required under this contract, shall be subject to review by the MDHHS at its discretion.

Subcontracts that contain provisions for a financial incentive, bonus, withhold, or sanctions, (including sub-capitations) must include provisions that protect individuals from practices that result in the withholding of services that would otherwise be provided according to medical necessity criteria and best practice standards, consistent with 42 CFR 422.208. The PIHP shall provide a copy of specific contract language used for incentive, bonus, withhold or sanction provisions (including sub-capitations) to MDHHS at least 30 days prior to when the contract is issued to the provider. MDHHS reserves the right to disallow or require amendment of such provisions if the provisions appear to jeopardize individuals' access to services. MDHHS shall provide notice of approval or disapproval of submitted contract language within 25 days of receipt or else the language shall be deemed approved by MDHHS. The PIHP must provide information on its Provider Incentive Plan (PIP) to any Medicaid beneficiary upon request (this includes the right to adequate and timely information on a PIP). The PIHP must provide

information regarding any provider incentive plans to CMS and to any Medicaid beneficiary, as required by 42 CFR 422.210

The PIHP shall provide a listing of all subcontracts for administrative or financial management, or data processing services to the MDHHS within 60 days of signing this contract. The listing shall include the name of the subcontractor, purpose, and amount of contract.

39.0 FISCAL AUDITS AND COMPLIANCE EXAMINATIONS

Required Audit and Compliance Examination

The PIHP shall submit to MDHHS a Single Audit or Financial Statement Audit depending on the level of Federal awards expended, and a Compliance Examination as described below. The PIHP must also submit a Corrective Action Plan for any audit or examination findings that impact MDHHS-funded programs, and the management letter (if issued) with a response.

Single Audit

PIHPs that expend $~~$00~~750,000 or more in Federal awards, ~~in the form of block grants~~, during the PIHP's fiscal year shall submit a Single Audit to MDHHS. The Single Audit must comply with the requirements of the Single Audit Act Amendments of 1996, and ~~Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," as revised~~ 2 CFR 200, Subpart F. Also, the PIHP must comply with all requirements contained in the MDHHS Substance Abuse Prevention and Treatment Audit Guidelines, current edition, as issued by the MDHHS ~~Office of Audit~~Bureau of Audit, Reimbursement, and Quality Assurance.

Financial Statement Audit

PIHPs exempt from the Single Audit requirement shall submit to MDHHS a Financial Statement Audit prepared in accordance with generally accepted auditing standards (GAAS).

Compliance Examination

PIHPs shall submit a contract end date (September 30th) Compliance Examination conducted in accordance with the American Institute of CPA's (AICPA's) Statements on Standards for Attestation Engagements (SSAE) 10 - Compliance Attestation (as amended by SSAE 11, 12, and 14), and the Compliance Examination Guidelines contained in Attachment P.39.0.1.

Due Date and Where to Send

The required Single Audit or Financial Statement Audit, Compliance Examination, and any other required submissions (i.e. Corrective Action Plan and management letter with a response) must be submitted to MDHHS within 30 days after receipt of the practitioner's reports, but no later than June 30th following the contract year end by e-mail to MDHHS-AuditReports@michigan.gov. The required materials must be assembled as one document in a PDF file compatible with Adobe Acrobat (read only). The subject line must state the PIHP name and fiscal year end. MDHHS reserves the right to request a hard copy of the materials if for any reason the electronic submission process is not successful.

Penalty

If the PIHP does not submit the required Single Audit or Financial Statement Audit, Compliance Examination, and applicable Corrective Action Plans by the due date and an extension has not been approved by MDHHS, MDHHS may withhold from the current funding an amount equal to five percent of the audit year's grant funding (not to exceed $200,000) until the required filing is received by MDHHS. MDHHS may retain the amount withheld if the PIHP is more than 120

days delinquent in meeting the filing requirements and an extension has not been approved by MDHHS.

Management Decisions
MDHHS shall issue a management decision on findings, comments, and questioned costs contained in the PIHP Single Audit, Financial Statement Audit, and Compliance Examination Report. The management decision relating to the Single Audit or Financial Statement Audit will be issued within six months after the receipt of a complete and final reporting package. The management decision relating to the Compliance Examination will be issued within eight months after the receipt of a complete and final reporting package. The management decision will include whether or not the finding or comment is sustained; the reasons for the decision; and the expected PIHP action to repay disallowed costs, make financial adjustments, or take other action. Prior to issuing the management decision, MDHHS may request additional information or documentation from the PIHP, including a request for practitioner verification or documentation, as a way of mitigating disallowed costs. The appeal process available to the PIHP relating to MDHHS management decisions on Compliance Examination findings, comments, and disallowed costs is included in Attachment P.39.0.1.1.

Other Audits
MDHHS or federal agencies may also conduct or arrange for additional audits to meet their needs.

39.1 Reviews and Audits
The MDHHS and federal agencies may conduct reviews and audits of the PIHP regarding performance under this contract. The MDHHS shall make good faith efforts to coordinate reviews and audits to minimize duplication of effort by the PIHP and independent auditors conducting audits and compliance examinations.

These reviews and audits will focus on PIHP compliance with state and federal laws, rules, regulations, policies, and waiver provisions, in addition to contract provisions and PIHP policy and procedure.

MDHHS reviews and audits shall be conducted according to the following protocols, except when conditions appear to be severe and warrant deviation or when state or federal laws supersede these protocols.

39.2 MDHHS Reviews
1. As used in this section, a review is an examination or inspection by the MDHHS or its agent, of policies and practices, in an effort to verify compliance with requirements of this contract.
2. The MDHHS will schedule onsite reviews at mutually acceptable start dates to the extent possible, with the exception of those reviews for which advance announcement is prohibited by rule or federal regulation, or when the deputy director for the Health Care Administration determines that there is demonstrated threat to consumer health and welfare or substantial threats to access to care.
3. Except as precluded in 34.2 (2) above, the guideline, protocol and/or instrument to be used to review the PIHP, or a detailed agenda if no protocol exists, shall be provided to the PIHP at least 30 days prior to the review.

4. At the conclusion of the review, the MDHHS shall conduct an exit interview with the PIHP. The purpose of the exit interview is to allow the MDHHS to present the preliminary findings and recommendations.
5. Following the exit review, the MDHHS shall generate a report within 45 days identifying the findings and recommendations that require a response by the PIHP.
    a. The PIHP shall have 30 days to provide a Plan of Correction (POC) for achieving compliance. The PIHP may also present new information to the MDHHS that demonstrates it was in compliance with the questioned provisions at the time of the review. (New information can be provided anytime between the exit interview and the POC). When access or care to individuals is a serious issue, the PIHP may be given a much shorter period to initiate corrective actions, and this condition may be established, in writing, as part of the exit conference identified in (4) above. If, during an MDHHS on-site visit, the site review team member identified an issue that places a participant in imminent risk to health or welfare, the site review team would invoke an immediate review and response by the PIHP, which must be completed in seven calendar days.
    b. The MDHHS will review the POC, seek clarifying or additional information from the PIHP as needed, and issue an approval of the POC within 30 days of having required information from the PIHP. The MDHHS will take steps to monitor the PIHP's implementation of the POC as part of performance monitoring.
    c. The MDHHS shall protect the confidentiality of the records, data and knowledge collected for or by individuals or committees assigned a peer review function in planning the process of review and in preparing the review or audit report for public release.
6. MDHHS follow-up will be conducted to ensure that remediation of out-of-compliance issues occurs within 90 days after the plan of correction is approved by MDHHS.

39.3 MDHHS Audits

1. The MDHHS and/or federal agencies may inspect and audit any financial records of the entity or its subcontractors. As used in this section, an audit is an examination of the PIHP's and its contract service providers' financial records, policies, contracts, and financial management practices, conducted by the MDHHS ~~Office of Audit~~ Bureau of Audit, Reimbursement, and Quality Assurance, or its agent, or by a federal agency or its agent, to verify the PIHP's compliance with legal and contractual requirements.
2. The MDHHS will schedule MDHHS audits at mutually acceptable start dates to the extent possible. The MDHHS will provide the PIHP with a list of documents to be audited at least 30 days prior to the date of the audit. An entrance meeting will be conducted with the PIHP to review the nature and scope of the audit.
3. MDHHS audits of PIHPs will generally supplement the independent auditor's Compliance Examination and may include one or more of the following objectives (The MDHHS may, however, modify its audit objectives as deemed necessary):

a. to assess the PIHP's effectiveness and efficiency in complying with the contract and establishing and implementing specific policies and procedures as required by the contract; and;
b. to assess the PIHP's effectiveness and efficiency in reporting their financial activity to the MDHHS in accordance with contractual requirements: applicable federal, state, and local statutory requirements; Medicaid regulations; and applicable accounting standards; and
c. to determine the MDHHS's share of costs in accordance with applicable MDHHS requirements and agreements, and any balance due to/from the PIHP.

To accomplish the above listed audit objectives, MDHHS auditors will review PIHP documentation, interview PIHP staff members, and perform other audit procedures as deemed necessary. The audit report and appeal process is identified in Attachment 39.3.1 and is a part of this contract.

PART II (A)
GENERAL STATEMENT OF WORK

1.0 SPECIFICATIONS

The following sections provide an explanation of the specifications and expectations that the PIHP must meet and the services that must be provided under the contract. The PIHP and its provider network are not, however, constrained from supplementing this with additional services or elements deemed necessary to fulfill the intent of the Managed Specialty Services and Supports Program and SUD Community Grant.

1.1 Targeted Geographical Area for Implementation

The PIHP shall manage the Concurrent 1915(b)/(c) Program, SUD Community Grant, and the Healthy Michigan Plan under the terms of this agreement in the county(ies) of your geographic service area. These county(ies) are identified in Attachment P.8.9.1 and hereafter referred to as "service area" or exclusively as "Medicaid specialty service area."

1.2 Target Population

The PIHP shall serve Medicaid beneficiaries in the service area described in 1.1 above who require the Medicaid services included under: the 1915(b) Specialty Services Waiver; who are eligible for the Healthy Michigan Plan or Community Block Grant, who are enrolled in the 1915(c) Habilitation Supports Waiver; who are enrolled in the MIChild program; or for whom the PIHP has assumed or been assigned County of Financial Responsibility (COFR) status under Chapter 3 of the Mental Health Code. The PIHP shall serve individuals covered under the SUD Community Grant.

1.3 Responsibility for Payment of Authorized Services

The PIHP shall be responsible for payment for services that the PIHP authorizes, including Medicaid substance use disorder and SUD Community Grant services. This provision presumes the PIHP and its agents are fulfilling their responsibility to individuals according to terms specified in the contract.

Services shall not be delayed or denied as a result of a dispute of payment responsibility between two or more PIHPs. In the event there is an unresolved dispute between PIHPs, either one may

request MDHHS involvement to resolve the dispute, and make a determination. Likewise, services shall not be delayed or denied as a result of a dispute of payment responsibility between the PIHP and another agency.

The PIHP/PIHP Designee must be contacted for authorization for post-stabilization specialty care. The PIHP is financially responsible for post-stabilization specialty care services obtained within or outside the PIHP that are pre-approved by the PIHP or the plan provider if authorization is delegated to it by the PIHP.

The PIHP is also responsible for post-stabilization specialty care services when they are administered to maintain, improve, or resolve the beneficiary's stabilized condition when:

- The PIHP does not respond to a request for pre-approval within 1 hour;
- The PIHP cannot be contacted; or
- The PIHP representative and the treating physician cannot reach an agreement concerning the beneficiary's care and a PIHP physician is not available for consultation. In this situation, the PIHP must give the treating physician the opportunity to consult with a PIHP physician and the treating physician may continue with care of the patient until a PIHP physician is reached or one of the criteria of 42 CFR 422.133(c)(3) is met.

When the MDHHS office in the PIHP's service area places a child outside of the service area on a non-permanent basis and the child needs specialty supports and services, the PIHP retains responsibility for services unless the family relocates to another service area, in which case responsibility transfers to the PIHP where the family has relocated.

1.4 Behavior Treatment Plan Review Committee

The PIHP shall ensure that its provider network uses a specially-constituted committee, such as a behavior treatment plan review committee, to review and approve or disapprove any plans that propose to use restrictive or intrusive interventions with individuals served by the public mental health system who exhibit seriously aggressive, self-injurious or other behaviors that place the individual or others at risk of physical harm. The Committee shall substantially incorporate the standards in Attachment P 1.4.1 Technical Requirement for Behavior Treatment Plans.

2.0 1915(b)/(c) AND HEALTHY MICHIGAN PROGRAMS

Services may be provided at or through PIHP service sites or contractual provider locations. Unless otherwise noted in the Michigan Medicaid Provider Manual:-Mental Health-Substance Abuse section, mental health and intellectual/developmental disabilities services may also be provided in other locations in the community, including the beneficiary's home, according to individual need and clinical appropriateness.

2.1 1915(b) Services

State Plan Services: Under the 1915(b) Waiver component of the 1915(b)/(c) program, the PIHP is responsible for providing the covered services as described in the Michigan Medicaid Provider Manual: Mental Health – Substance Abuse section.

2.2 1915(b)(3) Services

As specified in the most current CMS waiver approval, the services aimed at providing a wider, more flexible, and mutually negotiated set of supports and services; that will enable individuals to exercise and experience greater choice and control will be offered under Michigan's approved 1915(b) Waiver Renewal, using the authority of Section 1915(b)(3) of Title XIX of the Social

Security Act. The PIHP shall use Medicaid capitation payments to offer and provide more individualized, cost-effective supports and services, according to the beneficiary's needs and requests, in addition to provision of the state plan coverage(s) for which the beneficiary qualifies. The listing of these services, their definitions, medical necessity criteria, and amount scope and duration requirements for the 1915(b)(3) services is included in the Michigan Medicaid Provider Manual.

2.3 1915(c) Services
The PIHP is responsible for provision of certain enhanced community support services for those beneficiaries in the service areas who are enrolled in Michigan's 1915(c) Home and Community Based Services Waiver for persons with developmental disabilities. Covered services are described in the Mental Health/Substance Abuse Chapter of the Michigan Medicaid Provider Manual.

2.4 Autism Services
State Plan Services: Under the iSPA and the 1915(b) Waiver component of the 1915(b)/(c) program, the PIHP is responsible for providing the covered services as described in the Michigan Medicaid Provider Manual.

2.5 Healthy Michigan Plan
The PIHP is responsible for providing the covered services described in the Mental Health/Substance Abuse Chapter of the Michigan Medicaid Provider Manual as well as the additional Substance Use Disorder services and supports described in the Medicaid Provider Manual for individuals who are eligible for the Healthy Michigan Plan.

2.6 SUD Community Grant Services
Under the State's SUD Community Agreement between MDHHS and the PIHP, the PIHP is responsible for providing or arranging for the provision of SUD prevention and treatment services to eligible individuals.

2.7 MIChild
The PIHP shall also provide medically necessary defined mental health benefits to children enrolled in the MIChild program.

3.0 SERVICE REQUIREMENTS

The PIHP must limit Medicaid, SUD Community Grant and MIChild services to those that are medically necessary and appropriate, and that conform to accepted standards of care. PIHPs must operate the provision of their Medicaid services consistent with the applicable sections of the Social Security Act, the Code of Federal Regulations (CFR), the CMS/HCFA State Medicaid & State Operations Manuals, Michigan's Medicaid State Plan, and the Michigan Medicaid Provider Manual: Mental Health -Substance Abuse section.

The PIHP shall provide covered state plan or 1915(c) services (for beneficiaries enrolled in the 1915(c) Habilitation Supports Waiver) in sufficient amount, duration and scope to reasonably achieve the purpose of the service. Consistent with 42 CFR 440.210 and 42 CFR 440.220, services to recipients shall not be reduced arbitrarily. Criteria for medical necessity and utilization control procedures that are consistent with the medical necessity criteria/service selection guidelines specified by MDHHS and based on practice standards may be used to place appropriate limits on a service (CFR 42 sec.440.230).

3.1 Program Operation
The PIHP shall provide the necessary administrative, professional, and technical staff for operation of the program.

3.2 Notification of Modifications
Provide timely notification to the Department, in writing, of any action by its governing board or any other funding source that would require or result in significant modification in the provision of services, funding or compliance with operational procedures.

3.3 Software Compliance
The Contractor must ensure software compliance and compatibility with the Department's data systems for services provided under this agreement including, but not limited to: stored data, databases, and interfaces for the production of work products and reports. All required data under this agreement shall be provided in an accurate and timely manner without interruption, failure or errors due to the inaccuracy of the Contractor's business operations for processing date/time data.

4.0 ACCESS ASSURANCE

4.1 Access Standards
The PIHP shall ensure timely access to supports and services in accordance with the Access Standards in Attachment P 4.1.1 and the following timeliness standards, and report its performance on the standards in accordance with Attachment P 7.7.1.1 of this contract.

4.13 Recovery Policy
All Supports and Services provided to individuals with Behavioral Health Disorders (Mental Health and Substance Use Disorders), including those with co-occurring conditions, shall be based in the principles and practices of recovery outlined in Attachment P4.13.1 Recovery Policy to this contract.

4.2 Medical Necessity
The definition of medical necessity for Medicaid services is included in the Michigan Medicaid Provider Manual: Mental Health –Substance Abuse section.

4.3 Service Selection Guidelines
The criteria for service selection are included in the in the Michigan Medicaid Provider Manual: Mental Health -Substance Abuse section.

4.4 Person Centered Planning
The Michigan Mental Health Code establishes the right for all individuals to have an Individual Plan of Service (IPS) developed through a person-centered planning process (Section 712, added 1996). The PIHP shall implement person-centered planning in accordance with the MDHHS Person-Centered Planning Practice Guideline (Attachment P 4.4.1.1). This provision is not a requirement of Substance Abuse Services.

4.5 Cultural Competence
The supports and services provided by the PIHP (both directly and through contracted providers) shall demonstrate an ongoing commitment to linguistic and cultural competence that ensures access and meaningful participation for all people in the service area. 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 supports and services.

To effectively demonstrate such commitment, it is expected that the PIHP has five components in place: (1) a method of community assessment; (2) sufficient policy and procedure to reflect the PIHP's value and practice expectations; (3) a method of service assessment and monitoring; (4) ongoing training to assure that staff are aware of, and able to effectively implement, policy; and (5) the provision of supports and services within the cultural context of the recipient.

The PIHP shall participate in the State's efforts to promote the delivery of services in a culturally competent manner to all beneficiaries, including those with limited English proficiency and diverse cultural and ethnic backgrounds.

4.6 Early Periodic Screening, Diagnosis and Treatment (EPSDT)
Under Michigan's 1915(b) specialty service waiver, ISPA and this agreement, the PIHP is responsible for the provision of specialty services Medicaid benefits, and must make these benefits available to beneficiaries referred by a primary EPSDT screener, to correct or ameliorate a qualifying condition discovered through the screening process.

While transportation to EPSDT corrective or ameliorative specialty services is not a covered service under this waiver, the PIHP must assist beneficiaries in obtaining necessary transportation either through the Michigan Department of Health and Human Services or through the beneficiary's Medicaid health plan.

4.7. Self-Determination
It is the expectation that PIHPs will assure compliance among their network of service providers with the elements of the Self-Determination Policy and Practice Guideline dated 10/1/12 contract attachment 4.7.1. This provision is not a requirement of Substance Abuse Services.

4.8 Choice
In accordance with 42 CFR 438.6(m), the PIHP must assure that the beneficiary is allowed to choose his or her health care professional, i.e., physician, therapist, etc. to the extent possible and appropriate. This standard does not apply to SUD Community Grant services.

4.9 Second Opinion
If the beneficiary requests, the PIHP must provide for a second opinion from a qualified health care professional within the network, or arrange for the ability of the beneficiary to obtain one outside the network, at no cost to the beneficiary. This standard does not apply to SUD Community Grant services.

4.10 Out of Network Responsibility
If the PIHP is unable to provide necessary medical services covered under the contract to a particular beneficiary the PIHP must adequately and timely cover these services out of network for the beneficiary, for as long as the entity is unable to provide them within the network. Since there is no cost to the beneficiary for the PIHP's in-network services, there may be no cost to beneficiary for medically-necessary specialty services provided out-of-network.

4.11 Denials by a Qualified Professional
The PIHP must assure that any decision to deny a service authorization request or to authorize a service in an amount, duration, or scope that is less than requested, must be made by a health care professional who has appropriate clinical expertise in treating the beneficiary's condition.

4.12 Utilization Management Incentives
The PIHP must assure that compensation to individuals or entities that conduct utilization management activities is not structured so as to provide incentives for the individual or entity to deny, limit, or discontinue medically necessary services to any beneficiary.

4.13 Recovery Policy
All Supports and Services provided to individuals with mental illness, including those with co-occurring conditions, shall be based in the principles and practices of recovery outlined in the Michigan Recovery Council document "Recovery Policy and Practice Advisory" included as Attachment P4.13.1 to this contract.

5.0 SPECIAL COVERAGE PROVISIONS

The following sub-sections describe special considerations, services, and/or funding arrangements that may be required by this contract.

5.1 Nursing Home Placements
The PIHP agrees to provide medically necessary Medicaid specialty services to facilitate placement from or to divert admissions to a nursing home, for eligible beneficiaries determined by the OBRA screening assessment to have a mental illness and/or developmental disability and in need of placement and/or services. Funding allocated for OBRA placement and for treatment services shall continue to be directed to this population.

5.2 Nursing Home Mental Health Services
Residents of nursing homes with mental health needs shall be given the same opportunity for access to PIHP services as other individuals covered by this contract.

5.3 Capitated Payments and Other Pooled Funding Arrangements
Medicaid capitation funds paid to the PIHP under the 1915(b) component of the Concurrent 1915(b)/(c) Waiver Program may be utilized for the implementation of or continuing participation in locally established multi-agency pooled funding arrangements developed to address the needs of beneficiaries served through multiple public systems. Medicaid funds supplied or expensed to such pooled funding arrangements must reflect the expected cost of covered Medicaid services for Medicaid beneficiaries participating in or referred to the multi-agency arrangement or project. Medicaid funds cannot be used to supplant or replace the service or funding obligation of other public programs.

5.4 Payments to FQHCs and RHCs
When the PIHP pays Federally Qualified Health Centers (FQHCs) and Rural Health Clinics (RHCs) for specialty services included in the specialty services waivers the PIHP shall ensure that payments are no less than amounts paid to non-FQHC and RHCs for similar services. This standard does not apply to SUD Community Grant services.

5.5 Special Health Care Needs
Beneficiaries with special health care needs must have direct access to a specialist, as appropriate for the individual's health care condition, as specified in 42 CFR 438.208(c)(4). This standard does not apply to SUD Community Grant services.

5.6 Indian Health Service/Tribally-Operated Facility or program/Urban Indian Clinic (I/T/U)

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PIHPs are required to pay any Indian Health Service, Tribal Operated Facility Organization/Program/Urban Indian Clinic (I/T/U), or I/T/U contractor, whether participating in the PIHP provider network or not, for PIHP authorized medically necessary covered Medicaid managed care services provided to Medicaid beneficiary/Indian enrollees who are eligible to receive services from the I/T/U provider either (1) at a rate negotiated between the PIHP and the I/T/U provider, or (2) if there is no negotiated rate, at a rate not less than the level and amount of payment that would be made if the provider were not an I/T/U provider.

6.0 PIHP ORGANIZATIONAL STRUCTURE

The PIHP shall maintain an administrative and organizational structure that supports a high quality, comprehensive managed care program inclusive of all behavioral health specialty services. The PIHP's management approach and organizational structure shall ensure effective linkages between administrative areas including: provider network services; customer services, service area network development; quality improvement and utilization review; grievance/complaint review; financial management and management information systems. Effective linkages are determined by outcomes that reflect coordinated management.

6.1 Critical Incidents
The PIHP must require all of its residential treatment providers to prepare and file critical incident reports that include the following components:

1. Provider determination whether critical incidents are sentinel events.
2. Following identification as a sentinel event, the provider must ensure that a root cause analysis or investigation takes place.
3. Based on the outcome of the analysis or investigation, the provider must ensure that a plan of action is developed and implemented to prevent further occurrence of the sentinel event. The plan must identify who is responsible for implementing the plan, and how implementation will be monitored. Alternatively, the provider may prepare a rationale for not pursuing a preventive plan.

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The PIHP is responsible for oversight of the above processes.

Requirements for reporting data on Sentinel Events are contained in "User Documents", via these reporting requirements are narrower in scope than the responsibility to identify and follow up on critical incidents and sentinel events.

6.2 Administrative Personnel
The PIHP shall have sufficient administrative staff and organizational components to comply with the responsibilities reflected in this contract. The PIHP shall ensure that all staff has training, education, experience, licensing, or certification appropriate to their position and responsibilities.

The PIHP will provide written notification to MDHHS of any changes in the following senior management positions within seven (7) days:

Administrator (Chief Executive Officer)
Medical Director

6.3 Customer Services: General

Customer Services is an identifiable function that operates to enhance the relationship between the individual and the PIHP. This includes orienting new individuals to the services and benefits available including how to access them, helping individuals with all problems and questions regarding benefits, handling individual complaints and grievances in an effective and efficient manner, and tracking and reporting patterns of problem areas for the organization. This requires a system that will be available to assist at the time the individual has a need for help, and being able to help on the first contact in most situations. Standards for customer services are in Attachment P.6.3.1.

The Customer Services Attachment to the PIHP contract requires the PIHP to provide individuals with the information outlined in 42 CFR 438.10(f)(4), which references information identified in 42 CFR 438.10 (f)(6). The information is currently required to be given out annually or sooner if substantial changes have been made. CMS has instructed the Department that 42 CFR 438.10(f)(4) requires that, if the state delegates this function, the PIHP must give each enrollee written notice of any significant change in the information specified in 438.10(f)(6) at least 30 days before the intended effective date of the change. Language regarding the 30-day timeframe will need to be added to the contract.

The PIHP must submit its customer services handbook to the MDHHS for review and approval.

6.3.1 Recipient Rights/Grievance and Appeals

The PIHP shall adhere to the requirements stated in the MDHHS Grievance and Appeal Technical Requirement, which is an attachment to this contract (Attachment P 6.3.1.1) in addition to provisions specified in 42 CFR 438.100.

Individuals enrolled in Medicaid and Healthy Michigan must be informed of their right to an administrative hearing if dissatisfaction is expressed at any point during the rendering of state plan services. While PIHPs may attempt to resolve the dispute through their local processes, the local process must not supplant or replace the individual's right to file a hearing request with MDHHS. The PIHP's grievance or complaint process may, and should, occur simultaneously with MDHHS's administrative hearing process, as well as with the recipient rights process. The PIHP shall follow fair hearing guidelines and protocols issued by the MDHHS.

The PIHP has no responsibility to conduct oversight activity with regards to the ORR(s) operated by CMHSPs in the PIHP's provider network. Recipient rights requirements for SUD services are specified in 2(d).

The PIHP must notify the requesting provider of any decision to deny a service authorization request, or to authorize a service in an amount, duration, or scope that is less than requested. The notice to the provider need not be in writing.

The PIHP must maintain records of grievances and appeals.

6.3.2 Information Requirements

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A. Informative materials intended to be distributed through written or other media to beneficiaries or the broader community that describe the availability of covered services and supports and how to access those supports and services shall meet the following standards:

1. All such materials shall be written at the 4th grade reading level when possible (i.e., in some situations it is necessary to include medications, diagnosis and conditions that do not meet the 4th grade level criteria).
2. All materials shall be available in the languages appropriate to the people served within the PIHP's area for specific Non-English Language that is spoken as the primary language by more than 5% of the population in the PIHPs Region. Such materials shall be available in any language alternative to English as required by the Limited English Proficiency Policy Guidance (Executive Order 13166 of August 11, 2002 Federal Register Vol. 65, August 16, 2002).
3. All such materials shall be available in alternative formats in accordance with the Americans with Disabilities Act (ADA). Beneficiaries shall be informed of how to access the alternative formats.
4. Material shall not contain false, confusing, and/or misleading information.

B. Additional Information Requirements

*1. The PIHP shall ensure that beneficiaries are notified that oral interpretation is available for any language and written information is available in prevalent languages and how to access those services. The PIHP shall also ensure that beneficiaries are notified how to access alternative formats.

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~~a.~~a. The PIHP must provide the following information to all beneficiaries who receive specialty supports and services:

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*i. A listing of contracted providers that identifies provider name, locations, telephone numbers, any non-English languages spoken, and whether they are accepting new beneficiaries. This includes any restrictions on the beneficiary's freedom of choice among network providers. The listing would be available in the format that is preferable to the beneficiary: written paper copy or on-line. The listing must be kept current and offered to each beneficiary annually.

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*ii. Their rights and protections, as specified in "Appeal and Grievance Resolution Processes Technical Requirement."

*iii. The amount, duration, and scope of benefits available under the contract in sufficient detail to ensure that beneficiaries understand the benefits to which they are entitled.

*iv. Procedures for obtaining benefits, including authorization requirements.

*v. The extent to which, and how, beneficiaries may obtain benefits and the extent to which, and how, after-hours crisis services are provided.

*vi. Annually (e.g., at the time of person-centered planning) provide to the beneficiary the estimated annual cost to the PIHP of each covered support and service he/she is receiving. Technical Advisory P 6.3.2.1.B.i provides principles and guidance for transmission of this information.

*vii. The Contractor is required to provide Explanation of Benefits (EOBs) to 5% of the consumers receiving services. The EOB distribution must

comply with all State and Federal regulations regarding release of information as directed by DCH. DCH will monitor EOB distribution annually. A model Explanation of Benefits consistent with Technical Requirement P 6.3.2.1.B.ii is attached to this contract. A PIHP may, but is not required to utilize the model template.

~~b.~~ b. The PIHP must give each beneficiary written notice of a significant change in its provider network including the addition of new providers and planned termination of existing providers.

~~c.~~ c. The PIHP will make a good faith effort to give written notice of termination of a contracted provider, within 15 days after receipt or issuance of the termination notice, to each beneficiary who received his or her primary care from, or was seen on a regular basis by, the terminated provider.

~~d.~~ d. The PIHP will provide information to beneficiaries about managed care and care coordination responsibilities of the PIHP, including:

- i. Information on the structure and operation of the MCO or PIHP;
- ii. Physician incentive plans in use by the PIHP or network providers as set forth in 42 CFR 438.6(h).

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6.4 Medicaid Services Verification

PIHPs shall perform Verification of Medicaid claims in accordance of operational developments by MDHHS in collaboration with PIHPs and shall be finalized no later than September 30, 201~~5~~6.

7.0 PROVIDER NETWORK SERVICES

The PIHP is responsible for maintaining and continually evaluating an effective provider network adequate to fulfill the obligations of this contract. The PIHP remains the accountable party for the Medicaid beneficiaries in its service area, regardless of the functions it has delegated to its provider networks.

In this regard, the PIHP agrees to:

1. Maintain a regular means of communicating and providing information on changes in policies and procedures to its providers. This may include guidelines for answering written correspondence to providers, offering provider-dedicated phone lines, and a regular provider newsletter.
2. Have clearly written mechanisms to address provider grievances and complaints, and an appeal system to resolve disputes.
3. Provide a copy of the PIHP's prior authorization policies to the provider when the provider joins the PIHP's provider network. The PIHP must notify providers of any changes to prior authorization policies as changes are made.
4. Provide a copy of the PIHP's grievance, appeal and fair hearing procedures and timeframes to the provider when the provider joins the PIHP's provider network. The PIHP must notify providers of any changes to those procedures or timeframes.

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- 5. Provide to MDHHS in the format specified by MDHHS, provider agency information profiles that contain a complete listing and description of the provider network available to recipients in the service area.
- 6. Assure that services are accessible, taking into account travel time, availability of public transportation, and other factors that may determine accessibility.
- 7. Assure that network providers do not segregate PIHP individuals in any way from other people receiving their services.

7.1 Provider Credentialing

The PIHP shall have written credentialing policies and procedures for ensuring that all providers rendering services to individuals are appropriately credentialed within the state and are qualified to perform their services. Credentialing shall take place every two years. The PIHP must ensure that network providers residing and providing services in bordering states meet all applicable licensing and certification requirements within their state. The PIHP also must have written policies and procedures for monitoring its providers and for sanctioning providers who are out of compliance with the PIHP's standards. Reference Attachment P 7.1.1.

7.2 Collaboration with Community Agencies

PIHPs and their provider network must work closely with local public and private community-based organizations and providers to address prevalent human conditions and issues that relate to a shared customer base to provide a more holistic health care experience for the consumer. Such agencies and organizations may include local health departments, local MDHHS human service offices, Federally Qualified Health Centers (FQHC), Rural Health Centers (RHC), community and migrant health centers, nursing homes, Area Agency and Commissions on Aging, Medicaid Waiver agents for the Home Community Based Waiver (HCBW) program, school systems, and Michigan Rehabilitation Services. Local coordination and collaboration with these entities will make a wider range of essential supports and services available to the PIHP individuals. PIHPs will coordinate with these entities through participation in multi-purpose human services collaborative bodies, and other similar community groups.

The PIHP shall have a written coordination agreement with each of the pertinent agencies noted above describing the coordination arrangements agreed to and how disputes between the agencies will be resolved. To ensure that the services provided by these agencies are available to all PIHPs, an individual contractor shall not require an exclusive contract as a condition of participation with the PIHP.

The PIHP shall have a documented policy and set of procedures to assure that coordination regarding mutual recipients is occurring between the PIHP and/or its provider network, and primary care physicians. This policy shall minimally address all recipients of PIHP services for whom services or supports are expected to be provided for extended periods of time (e.g., people receiving case management or supports coordination) and/or those receiving psychotropic medications.

7.3 Medicaid Health Plan (MHP) Agreements

Many Medicaid beneficiaries receiving services from the PIHP will be enrolled in a MHP for their health care services. The MHP is responsible for non-specialty level mental health services. It is therefore essential that the PIHP have a written, functioning coordination agreement with each MHP serving any part of the PIHP's service area. The written coordination agreement shall describe the coordination arrangements, inclusive of but not limited to, the exchange of

information, referral procedures, care coordination and dispute resolution. At a minimum these arrangements must address the integration of physical and mental health services provided by the MHP and PIHP for the shared consumer base plans. A model coordination agreement is herein included as Attachment P 7.3.1.

7.4 Integrated Physical and Mental Health Care

The PIHP will initiate affirmative efforts to ensure the integration of primary and specialty behavioral health services for Medicaid beneficiaries. These efforts will focus on persons that have a chronic condition such as a serious and persistent mental health illness, co-occurring substance use disorder or a developmental disability and have been determined by the PIHP to be eligible for Medicaid Specialty Mental Health Services and Supports.

- The PIHP will implement practices to encourage all consumers eligible for specialty mental health services to receive a physical health assessment including identification of the primary health care home/provider, medication history, identification of current and past physical health care and referrals for appropriate services. The physical health assessment will be coordinated through the consumer's MHP as defined in 7.3.
- As authorized by the consumer, the PIHP will include the results of any physical health care findings that relate to the delivery of specialty mental health services and supports in the person-centered plan.
- The PIHP will ensure that a basic health care screening, including height, weight, blood pressure, and blood glucose levels is performed on individuals who have not visited a primary care physician, even after encouragement, for more than 12 months. Health conditions identified through screening should be brought to the attention of the individual along with information about the need for intervention and how to obtain it.

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7.5 Health Care Practitioner Discretions

The PIHP may not prohibit, or otherwise restrict a health care professional acting within their lawful scope of practice from advising or advocating in the following areas on behalf of a beneficiary who is receiving services under this contract:

1. For the beneficiary's health status, medical care, or treatment options, including any alternative treatment that may be self-administered
2. For any information the beneficiary needs in order to decide among all relevant treatment options
3. For the risks, benefits, and consequences of treatment or non-treatment
4. For the beneficiary's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions.

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7.6 Home and Community Character

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~~The PIHP must assure that the licensed adult and children's foster care facilities where individuals are supported by funds from the Medicaid 1915(c) waiver programs (Habilitation Supports Waiver, Children's Waiver, and Children's SED Waiver) each maintains a "home and community character" as required by federal regulation and the resultant, Michigan-specific, approved plan.~~

The PIHP must assure that the residential (adult foster care, specialized residential, provider owned/controlled) and non-residential services (skill building, supported employment,

community living supports, prevocational, out of home non-vocational) ~~licensed adult and children's foster care facilities~~ where individuals are supported by funds from the Medicaid 1915(c) waiver programs (Habilitation Supports Waiver, Children's Waiver, and Children's SED Waiver, B Waiver) each maintains a "home and community character" as required by federal regulation and the resultant, Michigan-specific, CMS approved plan.

7.7 Management Information Systems

The PIHP shall ensure that Management Information Systems and practices have the capacity that the obligations of this contract are fulfilled by the entity and/or its subcontractors. Management information systems capabilities are necessary for at least the following areas:

1. Monthly downloads of Medicaid eligible information
2. Individual registration and demographic information
3. Provider enrollment
4. Third party liability activity
5. Claims payment system and tracking
6. Grievance and complaint tracking
7. Tracking and analyzing services and costs by population group, and special needs categories as specified by MDHHS
8. Encounter and demographic data reporting
9. Quality indicator reporting
10. HIPAA compliance
11. UBP compliance
12. Individual access and satisfaction

In addition, the PIHP shall meet the following requirements:

1. The PIHP shall utilize Benefit Enrollment and Maintenance (834) and Payment Order Remittance Advice (820) reconciliation files as the primary source for eligibility determination for PIHP functions. Eligibility Inquiry and Response (270/271) is intended as the primary tool for the CMHSP and provider system to determine eligibility, and should rarely be utilized by the PIHP.
2. A PIHP organized as a regional entity shall ensure that health plan information technology functions are clearly defined and separately contracted from any other function provided by a CMHSP. A PIHP organized as a regional entity may have a single CMHSP perform PIHP health plan information technology functions on behalf of the regional entity if each of the following requirements are met:
    a. The contract between the PIHP and the CMHSP clearly describes the CMHSP's contractual responsibility to the PIHP for the health plan information technology related functions.
    b. The contract between the PIHP and the CMHSP for PIHP health plan information technology functions shall be separate from other EHR functions performed as a CMHSP.
3. The PIHP shall analyze claims and encounter data to create information about region wide and CMHSP specific service utilization. The PIHP shall provide regular reports to each CMHSP as to how the CMHSP's individual utilization compares to the PIHP's

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region as a whole. The PIHP shall utilize this information to inform risk management strategies and other health plan functions.

4. The PIHP shall actively participate with the Department to develop metrics the Department will use to provide useful reports to the PIHPs, i.e., benchmarking individual PIHP's data against statewide data.
5. The PIHP shall participate with the Department and CMHSPs in activities to standardize and consistently implement encounter submissions involving County of Financial Responsibility (COFR) issues, when the CMHSP identified as the COFR is not part of the PIHP's geographic region.

7.7.1 Uniform Data and Information

To measure the PIHP's accomplishments in the areas of access to care, utilization, service outcomes, recipient satisfaction, and to provide sufficient information to track expenditures and calculate future capitation rates, the PIHP must provide the MDHHS with uniform data and information as specified by MDHHS as previously agreed, and such additional or different reporting requirements (with the exemption of those changes required by federal or state law and/or regulations) as the parties may agree upon from time to time. Any changes in the reporting requirements, required by state and federal law, will be communicated to the PIHP at least 90 days before they are effective unless state or federal law requires otherwise. Both parties must agree to other changes, beyond routine modifications, to the data reporting requirements.

The PIHP's timeliness in submitting required reports and their accuracy will be monitored by MDHHS and will be considered by MDHHS in measuring the performance of the PIHP. Regulations promulgated pursuant to the Balance Budget Act of 1997 (BBA) require that the CEO or designee certify the accuracy of the data.

The PIHP must cooperate with MDHHS in carrying out validation of data provided by the PIHP by making available recipient records and a sample of its data and data collection protocols. PIHPs must certify that the data they submit are accurate, complete and truthful. An annual certification from and signed by the Chief Executive Officer or the Chief Financial Officer, or a designee who reports directly to either must be submitted annually. The certification must attest to the accuracy, completeness, and truthfulness of the information in each of the sets of data in this section.

MDHHS and the PIHPs agree to use the Encounter Data Integrity Group (EDIT) for the development of instructions with costing related to procedure codes, and the assignment of Medicaid and non-Medicaid costs. The recommendations from the EDIT group have been incorporated into the Attachment P 7.7.1.1.

7.7.2 Encounter Data Reporting

In order to assess quality of care, determine utilization patterns and access to care for various health care services, affirm capitation rate calculations and estimates, the PIHP shall submit encounter data containing detail for each recipient encounter reflecting all services provided by the PIHP. Encounter records shall be submitted monthly via electronic media in the HIPAA-compliant format specified by MDHHS. Encounter level records must have a common identifier that will allow linkage between MDHHS's and the PIHP's management information systems. Encounter data requirements are detailed in the PIHP Reporting Requirements Attachment P.7.7.1.1 to this contract.

The following ASC X12N 837 Coordination of Benefits loops and segments are required by MDHHS for reporting services provided by and/or paid for by the PIHP and/or CMHSP.
Loop 2320 – Other Subscriber Information
SBR – Other Subscriber Information
DMG – Subscriber Demographic Information
OI – Other Insurance Coverage Information
Loop 2330A – Other Subscriber Name
NM1 – Other Subscriber Name
Loop 2330B – Other Payer Name
NM1 – Other Payer Name
REF – Other Payer Secondary Identifier
Submission of data for any other payer other than the PIHP and/or CMHSP is optional.
Reporting monetary amounts in the ASC X12N 837 version 4010 is optional.

7.7.3 Supports Intensity Scale

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The PIHP will:

1. Ensure that each individual age 18 and older with an Intellectual/Developmental Disability is assessed using the Supports Intensity Scale (SIS) at minimum of once every 3 years (or more or if the person experiences significant changes in their support needs). The PIHP will need to assure that a proportioned number of assessments are completed each year to assure that all are done in the 3 year cycle, which began on June 30, 2014.
2. Ensure an adequate cadre of trained and AAIDD recognized as qualified SIS assessors across its region to ensure that all individuals are assessed in the required timeframe.
3. Be responsible to provide for an adequate number of recognized and approved trainers to assure capacity to train new assessors. The State will provide for an initial process to offer training for one trainer in each region.
4. Participate in the Implementation Workgroup
5. Collaborate with BHDDA to plan for and participate in stakeholder SIS related informational forums
6. Collaborate with BHDDA in planning and provision of training to Supports Coordination/Care Management staff
7. SIS assessors must meet state specified required criteria including the following minimum criteria:
    a. Bachelor's Degree in human services or four years of equivalent work experience in a related field
    b. At least one year experience with individuals that have a developmental or intellectual disability
    c. Participation in a minimum of one Periodic Drift Review per year conducted by an AAIDD recognized SIS® Trainer
    d. Maintain annual Interviewer Reliability Qualification Review (IRQR) status at "Qualified" status as determined by an AAIDD recognized SIS® Trainer
    e. Assessors skills will be evaluated as part of quality framework that includes AAIDDA/MORC/Online reports
    f. Attend quarterly Michigan SIS® Assessor conference calls
    g. Attend annual Michigan SIS® Assessor Continuing Education

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~~h.~~ SIS Assessors must be independent from the current supports and services staff and may not report to the same department within the organization where the individual is being served.

~~i.~~ Assessors should not facilitate a SIS® interview for an individual for whom they are providing another ongoing clinical service.

~~j.~~ It is acceptable for Interviewers to contract with or be employed by a PIHP, CMHSP, or other provider agency as deemed appropriate by the PIHP and consistent with avoidance of conflict of interest.

8. Ensure that SIS data is entered into or collected using SISOnline, the AAIDD web-based platform designed to support administering, scoring, and retrieving data and generating reports (http://aaidd.org/sis/sisonline) within state specified time frames.
9. Provide for necessary DUA's and related tasks required for use of SIS online.
10. MDHHS will cover all annual licensing and user fees for PIHP use of SISOnline for Medicaid consumers.
11. co-own SIS data with MDHHS
12. have complete access to all SIS data entered on behalf of the PIHP, including both detail and summary level data.

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Decisions related to prioritization for individuals to be assessed will be made based on published guidance provided by MDHHS.

Level of Care Utilization System (LOCUS)

The PIHP will:

1. Ensure that the LOCUS is incorporated into the initial assessment process for all individuals 18 and older seeking supports and services for a severe mental illness using one of the three department approved methods for scoring the tool. Approved methods:
   a. Paper and pencil scoring;
   b. Use of the online scoring system Service Manager, through Deerfield Behavioral Health, with cost covered by BHDDA through Mental Health and Wellness Commission funding; or
   c. Use of software Service Manager purchased through Deerfield Behavioral Health with costs covered by BHDDA through Mental Health and Wellness Commission funding.
2. Ensure that each individual 18 years and older with a severe mental illness, who is receiving services on or after October 1, 2016, has a LOCUS completed as part of any re-assessment process during that and subsequent fiscal years.
3. Identify a regional trainer that will support regional training needs and participate in BHDDA ongoing training and education activities that will support the ongoing use of the tool.
4. Collaborate with BHDDA for ongoing fidelity monitoring on the use of the tool.
5. Provide to DHHS the composite score for each LOCUS that is completed in accord with the established reporting guidelines.

7.7.4. National Core Indicators

The PIHP will provide mailing addresses for the identified participants in their geographic region who have been selected by the Department for the mailed survey (a total of 1,500 will be selected for the entire State of Michigan). The PIHP shall also obtain consents, coordinate

appointments, and provide required background information on selected participants as necessary for the Department's identified contractor to complete face to face interviews with identified participants in the PIHP's geographic region (a total of 400 interviews will be completed for the entire State of Michigan). The PIHP shall help with dissemination and use of the NCI data in the PIHP's quality improvement activities.

7.8 Financial Management System: General

The PIHP shall maintain all pertinent financial and accounting records and evidence pertaining to this contract based on financial and statistical records that can be verified by qualified auditors. The PIHP will comply with generally accepted accounting principles (GAAP) for government units when preparing financial statements. The PIHP will use the principles and standards of OMB Circular 2 CFR 200 Subpart E for determining all costs related to the management and provision of Medicaid covered specialty services under the Concurrent 1915(b)/(c) Waiver, SUD Community Grant, Healthy Michigan and MIChild Programs reported on the financial status report. The accounting and financial systems established by the PIHP shall be a double entry system having the capability to identify application of funds to specific funding streams participating in service costs for individuals. The accounting system must be capable of reporting the use of these specific fund sources by major population groups (MIA, MIC, DD and SA). In addition, cost accounting methodology used by the PIHP must ensure consistent treatment of costs across different funding sources and assure proper allocation to costs to the appropriate source.

The PIHP shall maintain adequate internal control systems. An annual independent audit shall evaluate and report on the adequacy of the accounting system and internal control systems.

7.8.1 Rental Costs

The following limitations regarding rental costs l shall apply to all PIHPs. All rental costs that exceed the limits in this section are not allowable and shall not be charged as a cost to Medicaid.

1. Subject to the limitations in subsection b and c of this section, rental costs are allowable to the extent that the rates are reasonable in light of such factors as: rental costs of comparable property, if any; market conditions in the area; alternatives available; and the type, life expectancy, condition, and value of the property leased. Rental arrangements should be reviewed periodically to determine if circumstances have changed and other options are available.
2. All rental costs are subject to OMB Circular 2 CFR 200 Subpart E.
3. Rental costs under leases which are required to be treated as capital leases under GAAP are allowable only up to the amount (depreciation or use allowance, maintenance, interest, taxes and insurance) that would be allowed had the PIHP purchased the property on the date the lease was executed. Financial Accounting Standards Board Statement 13, Accounting for Leases, shall be used to determine whether a lease is a capital lease. Interest expenses related to the capital leases are allowable to the extent that they meet the criteria in OMB Circular 2 CFR 200 Subpart E. Unallowable costs include amounts paid for profit, management fees, and taxes that would not have been incurred had the PIHP purchased the facility.

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7.8.2 Claims Management System
The PIHP shall assure the timely payments to all providers for clean claims. This includes payment at 90% or higher of all clean claims from network subcontractors within 30 days of receipt, and at least 99% of all clean claims within 90 days of receipt, except services rendered under a subcontract in which other timeliness standards have been specified and agreed to by both parties.

A valid claim is a claim for supports and services that the PIHP is responsible for under this contract. It includes services authorized by the PIHP, and those like Medicare co-pays and deductibles that the PIHP may be responsible for regardless of their authorization.

The PIHP shall have an effective provider appeal process to promptly and fairly resolve provider-billing disputes.

7.8.2.1 Post-Payment Review
The PIHP may utilize a post-payment review methodology to assure claims have been paid appropriately. Regardless of method, the PIHP must have a process in place to verify that services were actually provided.

7.8.2.2 Total Payment
The PIHP or its providers shall not require any co-payments, recipient pay amounts, or other cost sharing arrangements unless specifically authorized by state or federal regulations and/or policies. The PIHP's providers may not bill individuals for the difference between the provider's charge and the PIHP's payment for services. The providers shall not seek nor accept additional supplemental payment from the individual, his/her family, or representative, for services authorized by the PIHP. The providers shall not seek nor accept any additional payment for covered services furnished under a contract, referral, or other arrangement, to the extent that those payments are in excess of the amount that the beneficiary would owe if the PIHP provided the services directly.

7.8.2.3 Electronic Billing Capacity
The PIHP must be capable of accepting HIPAA compliant electronic billing for services billed to the PIHP, or the PIHP claims management agent, as stipulated in the Michigan Medicaid Provider Manual. The PIHP may require its providers to meet the same standard as a condition for payment.

7.8.2.4 Third Party Resource Requirements
Medicaid is a payer of last resort. PIHPs and their providers/contractors are required to identify and seek recovery from all other liable third parties in order to make themselves whole. Third party liability (TPL) refers to any other health insurance plan or carrier (e.g., individual, group, employer-related, self-insured or self-funded plan or commercial carrier, automobile insurance and worker's compensation) or program (e.g., Medicare) that has liability for all or part of a recipient's covered benefit. The PIHP shall collect any payments available from other health insurers including Medicare and private health insurance for services provided to its individuals in accordance with Section 1902(a)(25) of the Social Security Act and 42 CFR 433 Subpart D, and the Michigan Mental Health Code and Public Health Code as applicable. The PIHP shall be responsible for identifying and collecting third party liability information and may retain third party collections, as provided for in section 226a of the Michigan Mental Health Code.

The PIHP must report third-party collections as required by MDHHS. When a Medicaid beneficiary is also enrolled in Medicare, Medicare will be the primary payer ahead of any PIHP, if the service provided is a covered benefit under Medicare. The PIHP must make the Medicaid beneficiary whole by paying or otherwise covering all Medicare cost-sharing amounts incurred by the Medicaid beneficiary such as coinsurance, co-pays, and deductibles in accordance with coordination of benefit rules. In relation to Medicare-covered services, this applies whether the PIHP authorized the service or not.

7.8.2.5 Vouchers
Vouchers issued to individuals for the purchase of services provided by professionals may be utilized in non-contract agencies that have a written referral network agreement with the PIHP that specifies credentialing and utilization review requirements. Voucher rates for such services shall be predetermined by the PIHP using the actual cost history for each service category and average local provider rates for like services. These rates represent total payment for services rendered. Those accepting vouchers may not require any additional payment from the individual.

Voucher arrangements for purchase of individual-directed supports delivered by non-professional practitioners may be through a fee-for-service arrangement. The use of vouchers is not subject to the provisions of Section 37.0 (Provider Contracts and Procurement) and Section 38.0 (Subcontracting) of this contract.

7.8.2.6. Programs with Community Inpatient Hospitals
Upon request from MDHHS, the PIHP must develop programs for improving access, quality, and performance with providers. Such programs must include MDHHS in the design methodology, data collection, and evaluation.

7.9 Quality Assessment/Performance Improvement Program and Standards
The PIHP shall have a fully operational Quality Assessment and Performance Improvement Program in place that meets the conditions specified in the Quality Assessment and Performance Improvement Program Technical Requirement," Attachment P 7.9.1.

7.9.1 External Quality Review
The state shall arrange for an annual, external independent review of the quality and outcomes, timeliness of, and access to covered services provided by the PIHP. The PIHP shall address the findings of the external review through its QAPIP. The PIHP must develop and implement performance improvement goals, objectives and activities in response to the external review findings as part of the PIHP's QAPIP. A description of the performance improvement goals, objectives and activities developed and implemented in response to the external review findings will be included in the PIHP's QAPIP and provided to the MDHHS upon request. The MDHHS may also require separate submission of an improvement plan specific to the findings of the external review.

7.9.2 Annual Effectiveness Review
The PIHP shall annually conduct an effectiveness review of its QAPIP. The effectiveness review must include analysis of whether there have been improvements in the quality of health care and services for recipients as a result of quality assessment and improvement activities and interventions carried out by the PIHP. The analysis should take into consideration trends in service delivery and health outcomes over time and include monitoring of progress on performance goals and objectives. Information on the effectiveness of the PIHP's QAPIP must

be provided annually to network providers and to recipients upon request. Information on the effectiveness of the PIHP's QAPIP must be provided to the MDHHS upon request.

7.9.3 MDHHS Standard Consent Form

It is the intent of the parties to promote the use and acceptance of the standard release form that was created by MDHHS under Public Act 129 of 2014. Accordingly, the PIHPs have the opportunity to participate in the Department's annual review of the DCH-3927 and to submit comments to the Department regarding challenges and successes with using DCH-3927.

There are remaining issues to be addressed before the standard consent form can be used to support electronic Health Information Exchange. However, for all non-electronic Health Information Exchange environments, the PIHP shall implement a written policy that requires the PIHP and its provider network to use, accept, and honor the standard release form that was created by MDHHS under Public Act 129 of 2014.

7.10 Service and Utilization Management

The PIHP shall perform utilization management functions sufficient to control costs and minimize risk while assuring quality care. Additional requirements are described in the following subsections.

7.10.1 Beneficiary Service Records

The PIHP shall ensure that providers establish and maintain a comprehensive individual service record system consistent with the provisions of MSA Policy Bulletins, and appropriate state and federal statutes. The PIHP shall ensure that providers maintain in a legible manner, via hard copy or electronic storage/imaging, recipient service records necessary to fully disclose and document the quantity, quality, appropriateness, and timeliness of services provided. The records shall be retained according to the retention schedules in place by the Department of Management and Budget (DTMB) General Schedule #20 at: http://michigan.gov/dmb/0,4568,7-150-9141_21738_31548-56101--,00.html. This requirement must be extended to all of the PIHP's provider agencies.

7.10.2 Other Service Requirements

The PIHP shall assure that in addition to those provisions specified in Section 4.0 "Access Assurance," services are planned and delivered in a manner that reflects the values and expectations contained in the following guidelines:

1. Inclusion Practice Guideline (Attachment P 7.10.2.1)
2. Housing Practice Guideline (Attachment P 7.10.2.2)
3. Consumerism Practice Guideline (Attachment P 7.10.2.3)
4. Personal Care in Non-Specialized Home Guideline (Attachment P 7.10.2.4)
5. Family-Driven and Youth-Guided Policy & Practice Guideline (Attachment P 7.10.2.5)
6. Employment Works! Policy (Attachment P 7.10.2.6)

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In addition, the PIHP must disseminate all practice guidelines it uses to all affected providers and upon request to beneficiaries. The PIHP must ensure that decisions for utilization management, beneficiary education, coverage of services, and other areas to which the guidelines apply are consistent with the guidelines.

7.10.3 Jail Diversion

The PIHP shall coordinate with the appropriate entities, services designed to divert beneficiaries that qualify for MH/DD specialty services from a possible jail incarceration, when appropriate.

Such services should be consistent with the Jail Diversion Practice Guidelines. The PIHP will collect data reflective of jail diversion activities and outcomes as indicated in the Practice Guideline (Attachment P 7.10.3.1).

7.10.4 School-to Community Transition
The PIHP shall ensure the CMHSPs participate in the development of school-to-community transition services for individuals with serious mental illness, serious emotional disturbance, or developmental disability. Participation shall be consistent with the MDHHS School-to-Community Transition Guideline (Attachment P 7.10.4.1).

7.10.5 Advance Directives
In accordance with 42 CFR 422.128 and 42 CFR 438.6, the PIHP shall maintain written policies and procedures for advance directives. The PIHP shall provide adult beneficiaries with written information on advance directive policies and a description of applicable state law and their rights under applicable laws. This information must be continuously updated to reflect any changes in state law as soon as possible but no later than 90 days after it becomes effective. The PIHP must inform individuals that grievances concerning noncompliance with the advance directive requirements may be filed with Customer Services.

7.11 Regulatory Management
The PIHP shall have an established process for carrying out corporate compliance activities across its service area. The process includes promulgation of policy that specifies procedures and standards of conduct that articulate the PIHP's commitment to comply with all applicable Federal and State standards. The PIHP must designate an individual to be a compliance officer, and establish a committee that will coordinate analytic resources devoted to regulatory identification, comprehension, interpretation, and dissemination. The compliance officer, committee members, and PIHP employees shall be trained about the compliance policy and procedures. The PIHP shall establish ongoing internal monitoring and auditing to assure that the standards are enforced, to identify other high-risk compliance areas, and to identify where improvements must be made. There are procedures for prompt response to identified problems and development of corrective actions.

7.12 P.A. 500 and 2013 Application for Participation Requirements

7.12.1 PIHP Boards
The membership of PIHP Boards shall include a representative from substance use disorder services (SUDs).

7.12.2 PIHP Substance Use Disorder Oversight Policy Boards
The PIHP shall establish a SUD Oversight Policy Board by October 1, 2014, through a contractual arrangement with the PIHP and each of the counties served under appropriate state law. The SUD Oversight Policy Boards shall include the members called for in the establishing agreement, but shall have at least one board member appointed by the County Board of Commissioners for each county served by the PIHP. The SUD Oversight Policy Board shall perform the functions and responsibilities assigned to it through the establishing agreement, which shall include at least the following responsibilities:

1. Approval of PIHP budget containing local funds for treatment, prevention, recovery or SUD.

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- 2. Advice and recommendations regarding PIHP budgets for SUD prevention, treatment and recovery using other non-local funding sources.
- 3. Advice on recommendations regarding contracts with SUD treatment, recovery or prevention providers.
- 4. Any other terms as agreed to by the participating parties consistent with authorizing legislation.

The PIHP shall provide a list of members and criteria use to make selection of members.

7.12.3 Procedures for Approving Budgets and Contracts
The PIHP must approve budgets and contracts for SUD prevention, treatment and recovery services in accordance with established procedures.

7.12.4 Maintaining Provider Base
The PIHP must maintain the provider base for prevention, treatment, and recovery services under contract as of December 2012 until December 28, 2014.

7.12.5 Reports and Annual Budget Boilerplate Requirements
The PIHP must submit timely reports on annual budget boilerplate requirements including:

- 1. Legislative Reports (Section 4908), FY20136 due by ~~January 31, 2015~~February 28, 2017.
- 2. Mental Health and Substance Use Disorder Services Integration Status Reports

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8.0 CONTRACT FINANCING

The provisions provided in the following subsections describe the financing arrangements in support of this contract.

A PIHP shall accept transfers of all reserve accounts and related liabilities accumulated by PIHPs that formerly operated within the current PIHP's geographic region. A PIHP shall accept transfer of all liabilities accumulated by the PIHPs that formerly operated within the PIHP's geographic region that were incurred and paid on behalf of the new PIHP as pre-award costs.

The PIHP agrees to provide to the MDHHS, for deposit into a separate contingency account, local funds as authorized in the State Appropriations Act. These funds shall not include either state funds received by a CMHSP for services provided to non-Medicaid recipients or the state matching portion of the Medicaid capitation payments made to a CMHSP or an affiliation of CMHSPs. The amount of such funds and payment schedule is included in Attachment P 8.0.1.

The rates included in attachment P 8.0.1 are in effect with the initial contract.
The Department of Health and Human Services (HHS), United States Comptroller General or their representatives must have access to the financial and administrative records of the PIHP related to the activities and timeframes of this contract.

8.1 Local Obligation
The PIHP shall provide the local financial obligation for those Medicaid funds determined to require local match. In the event a PIHP is unable to provide the required local obligation, the PIHP shall notify the MDHHS contract representative immediately.

8.1.1 If a state appropriations Act permits the contribution from internal resources, local funds to be used as a bona fide part of the state match required under the Medicaid program in order to

increase capitation payments, the PIHP shall provide on a quarterly basis the PIHP obligation for local funds as a bona fide source of match for Medicaid. The payment dates and amounts are shown in a schedule in Attachment P 8.0.1.

8.1.2 MDHHS has determined that the method of payment used for these services provided the 1915(b) waiver and 1915(c) Habilitation Supports Waiver do not require the 10% local obligation.

8.2 Revenue Sources for Local Obligation
The following are potential revenue sources for the PIHP's obligation to provide local funds to match Federal Medicaid.

- **County Appropriations**
  Appropriations of general county funds to the PIHP by the County Board of Commissioners.
- **Other Appropriations and Service Revenues**
  Appropriations of funds to the PIHP or its contract agencies by cities or townships; funds raised by fee-for-service contract agencies and/or network providers as part of the agencies' contractual obligation, the intent of which is to satisfy and meet the local match obligation of the PIHP, as reflected in this contract.
- **Gifts and Contributions**
  Grants, bequests, donations, gifts from local non-governmental sources, charitable institutions or individuals; gifts that specify the use of the funds for any particular individual identified by name or relationship may not be used as local match funds.
- **Special Fund Account**
  Funds of participating CMHSPs from the Community Mental Health Special Fund Account, consistent with Section 226a of the Michigan Mental Health Code. The Supplemental Security Income (SSI) benefit received by some residents in adult foster care homes is a Federal income supplement program designed to help aged, blind, and disabled people, who have little or no income. It provides cash to meet basic needs for food, clothing, and shelter. SSI income shall not be collected or recorded as a recipient fee or third-party reimbursement for purposes of Section 226a of the Mental Health Code. This includes the state supplement to SSI.
- **Investment Interest**
  Interest earned on funds deposited or invested by or on behalf of the PIHP, except as otherwise restricted by GAAP or OMB circular 2 CFR 200 Subpart E. Also, interest earned on MDHHS funds by contract agencies and/or network providers as specified in its contracts with the PIHP.
- **Other Revenues for Mental Health Services**
  As long as the source of revenue is not federal or state funds, revenues from other county departments/funds (such as child care funds) or revenues from public or private school districts for PIHP mental health services.
- **Grants or Gifts Exclusions**
  Local funds exclude grants or gifts received by the county, the PIHP, or agencies contracting with the PIHP, from an individual or agency contracting to provide services to the PIHP. An exception may be made, where the PIHP can demonstrate that such

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funds constitute a transfer of grants or gifts made for the purposes of financing mental health services, and are not made possible by PIHP payments to the contract agency that are claimed as matchable expenses for the purpose of state financing.

8.3 Local Obligations - Requirement Exceptions

The following Medicaid covered services shall not require the PIHP to provide a local obligation:

- Programs for which responsibility is transferred to the PIHP and the state is responsible for 100% of the cost of the program, consistent with the Michigan Mental Health Code, for example 307 transfers and Medicaid hospital-based services
- Other Medicaid covered specialty services, provided under the Concurrent 1915(b)/(c) Program, as determined by MDHHS
- Services provided to an individual under criminal sentence to a state prison

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8.4 MDHHS Funding

MDHHS funding includes both Medicaid funds related to the 1915(b) Waiver the 1915(c) Habilitation Supports Waiver, the MIChild program and the 1115 Healthy Michigan Plan. The financing in this contract is always contingent on the annual Appropriation Act. CMHSPs within a PIHP may, but are not required to, use GF formula funds to provide services not covered under the 1915(b) and 1915(c) Medicaid Habilitation Supports waivers for Medicaid beneficiaries who are individuals with serious mental illness, serious emotional disturbances or developmental disabilities, or underwrite a portion of the cost of covered services to these beneficiaries. MDHHS reserves the right to disallow such use of General Funds if it believes that the CMHSP was not appropriately assigning costs to Medicaid and to General Funds in order to maximize the savings allowed within the risk corridors.

Specific financial detail regarding the MDHHS funding is provided as Attachment P 8.0.1.

8.4.1. Medicaid

The MDHHS shall provide to the PIHP both the state and federal share of Medicaid funds as a capitated payment based upon a per eligible per month (PEPM) methodology. The MDHHS will provide access to an electronic copy of the names of the Medicaid eligible people for whom a capitation payment is made. A PEPM is determined for each of the populations covered by this contract, which includes services for people with a developmental disability, a mental illness or emotional disturbance, and people with a substance use disorder as reflected in this contract. PEPM is made to PIHP for all eligibles in its region, not just those with the above-named diagnoses.

The Medicaid PEPM rates and the annual estimate of current year payments are attached to this contract. The actual number of Medicaid eligibles shall be determined monthly and the PIHP shall be notified of the eligibles in their service area via the pre-payment process.

Beginning with the first month of this contract, the PIHP shall receive a pre-payment equal to one month. The MDHHS shall not reduce the PEPM to the PIHP to offset a statewide increase in the number of beneficiaries. All PEPM rates must be certified as falling within the actuarially sound rate range.

The Medicaid PEPM rates effective October 1, 2015~~6~~ will be supplied as part of Attachment P 8.0.1. The actual number of Medicaid eligibles shall be determined monthly and the PIHP shall be notified of the eligibles in their service area via the pre-payment process.

The MDHHS shall provide to the PIHP both the state and federal share of Medicaid funds as a capitated payment based upon a per 1915 (c) Habilitation Supports Waiver enrollee per month methodology. The MDHHS will provide access to an electronic copy of the names of the Medicaid eligible and Habilitation Supports waiver enrolled people for whom a 1915 (c) waiver interim payment is made.

8.4.1.1 Medicaid Rate Calculation

The Medicaid financing strategy used by the MDHHS, and stated in the 1915(b) Waiver, is to contain the growth of Medicaid expenditures, not to create savings.

The Medicaid Rate Calculation is based on the actuarial documentation letter from Milliman USA. Three sets of rate calculations are required: 1) one set of factors for the 1915(b) state plan and 1915(b)(3) services; 2) one set of factors for 1915 (c) Habilitation Supports Waiver services; and 3) one set of factors for the 1115 Healthy Michigan Plan.. The Milliman USA letter documents the calculation rate methodology and provides the required certification regarding actuarial soundness as required by the Balanced Budget Act Rules effective August 13, 2002. The chart of rates and factors contained in the actuarial documentation is included in Attachment P.8.0.1.

Several groups of Medicaid eligibles are excluded from the capitation methodology/payments. The groups are identified in sections 8.4.1.3 and 8.4.1.4. In addition, the rate calculations and payments excluded eligibility months associated with periods of retro-eligibility. The PIHP is responsible for service to these individuals and may use their Medicaid funding for such services, except for that period of time each month prior to when the individual is spent-down and thus not Medicaid-eligible.

The MDHHS shall not reduce the 1915(b), 1915(b)(3) PEPM, 1115 Health Michigan Plan PEPM or the C-waiver rates to the PIHP to offset a statewide increase in the number of Medicaid eligibles. All PEPM rates must be certified as falling within the actuarially sound rate range.

8.4.1.2 Medicaid Payments

MDHHS will provide the PIHP two managed care payments each month for the Medicaid covered specialty services.

8.4.1.3 Medicaid State Plan and (b)(3) Payments

The capitation payment for the state plan and (b)(3) Mental Health, Developmental Disability and Substance Abuse services is based on all Medicaid eligibles within the PIHP region, excluding Children's Waiver enrollees, and persons residing in a ICF/IID or individuals enrolled in a Program for All Inclusive Care (PACE) organization, SED waiver enrollees, individuals incarcerated, and individuals with a Medicaid deductible. The capitation payment will be adjusted for recovery of payments for Medicaid eligibles for whom MDHHS has subsequently been notified of their date of death. When applicable, additional payments may be scheduled (i.e. retro-rate implementation). HIPAA compliant 834 and 820 transactions will provide eligibility and remittance information.

8.4.1.4 1915(c) Habilitation Supports Waiver Payments

Commented [WD(18]: HSW language to be changed.

The 1915(c) Habilitation Supports Waiver (HSW) interim payment will be made to the PIHPs based on HSW beneficiaries who have enrolled through the MDHHS enrollment process and have met the following requirements:

- Has a developmental disability (as defined by Michigan law)
- Is Medicaid-eligible (as defined in the CMS approved waiver)
- Is residing in a community setting
- If not for HSW services would require ICF/IID level of care services
- Chooses to participate in the HSW in lieu of ICF/IID services
- Receives at least one HSW approved service to each month enrolled

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Beneficiaries enrolled in the HSW may not be enrolled simultaneously in any other 1915(c) waiver, such as the Children's Waiver Program (CWP) and Children with Serious Emotional Disturbance Waiver (SEDW). The PIHP will not receive payments for HSW enrolled beneficiaries who reside in an ICF/IID, Nursing Home, CCI, or are incarcerated for an entire month. The PIHP will not receive payments for HSW enrolled beneficiaries enrolled with a Program All Inclusive Care (PACE) organization.

Enrollment Management: The 1915(c) HSW uses an "attrition management" model that allows PIHPs to "fill in behind" attrition with new beneficiaries up to the limits established in the CMS-approved waiver. MDHHS has allocated certificates to each of the PIHPs. The process for filling a certificate involves the following steps: 1) the PIHPs submit applications for Medicaid beneficiaries for enrollment based on vacant certificates within the PIHP and includes required documentation that supports the eligibility for HSW; 2) MDHHS personnel reviews the PIHP enrollment applications; and 3) MDHHS personnel approves (within the constraint of the total yearly number of available waiver certificates and priority populations described in the CMS-approved waiver) those beneficiaries who meet the requirements described above.

The MDHHS may reallocate an existing HSW certificate from one PIHP to another if:

- the PIHP has presented no suitable candidate for enrollment in the HSW within 60 days of the certificate being vacated; and
- there is a high priority candidate (person exiting the ICF/ IID or at highest risk of needing ICF/ IID placement, or young adult aging off CWP) in another PIHP where no certificate is available. MDHHS personnel review all disenrollments from the HSW prior to the effective date of the action by the PIHP excluding deaths and out-of-state moves which are reviewed after the effective date.

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HSW Interim Payments: Per attachment P.8.0.1, the HSW interim payment will be based upon:

- Base Rates for HSW
- Residential Living Arrangement factor
- Placement from ICF/ IID – Mt. Pleasant factor
- Multiplicative Factor for geographic region
- For HSW enrollees of a PIHP that includes the county of financial responsibility (COFR), referred to as the "responsible PIHP", but whose county of residence is in another PIHP, referred to as the "residential PIHP", the HSW interim payment will be paid to the COFR within the "responsible PIHP" based on the multiplicative factor for the "residential PIHP".

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The HSW interim payment will be scheduled to occur monthly. Adjustments to the payment schedule may occur to accommodate processing around State Holidays. Additional payments may be scheduled as required.

The monthly HSW interim payment will include payment for HSW enrolled beneficiaries who have met eligibility requirements for the current month, as well as retro-payments for HSW enrolled beneficiaries who met eligibility requirements for prior months, e.g., Medicaid deductible and/or retro-Medicaid eligibility. In addition, the HSW payment may be adjusted for:

1. Recovery of payments previously made to beneficiaries prior to MDHHS notification of death
2. Recovery of payments previously made to beneficiaries, who upon retrospective review, did not meet all HSW enrollment requirements
3. Modifications to any of the HSW rate development factors

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The PIHP must be able to receive and transmit HIPAA compliant files, such as:

4. 834 – Enrollment/Eligibility
5. 820 – Payment / Remittance Advice
6. 837 – Encounter

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Encounters for provision of services authorized in the CMS approved waiver must contain HK modifier to be recognized as valid HSW encounters. Valid HSW encounters must be submitted within 90 days of provision of the service regardless of claim adjudication status in order to assure timely HSW service verification.

The HSW interim payment for a service month will be recouped if there is no HSW-specific service encounter(s) accepted into the warehouse with a date of service for that month since this means that the service provision requirement has not been met. Once the recoupment has taken place, the PIHP should submit any corrected and valid HSW encounters; however, the recouped payment for that service month will not be repaid (e.g., no more final 'sweeps' or subsequent retro payments). It is intended that recoupments will take place in the fourth month following the service month. For example, October payments would be recouped in February.

8.4.1.5 Expenditures for Medicaid 1915 State Plan, 1915(b)(3), 1915(c), MIChild and Healthy Michigan Services

On an ongoing basis, the PIHP can flexibly and interchangeably expend capitation payments received through the five sources or "buckets." Once capitation payments are received, the PIHP may spend any funds received on 1915(b) state plan, (b)(3), 1115 Healthy Michigan Plan, MIChild or 1915(c) waiver services. All funds must be spent on Medicaid beneficiaries for Medicaid services. These funds cannot be used for expenditures for Healthy Michigan Services.

While there is flexibility in month-to-month expenditures and service utilization related to the five "buckets," the PIHP must submit encounter data on service utilization - with transaction code modifiers that identify the service as 1915(b) state plan, (b)(3) services, or 1915(c) services – and this encounter data (including cost information) will serve as the basis for future 1915(b) state plan, (b)(3) services, and 1915(c) waiver interim payment rate development.

The PIHP has certain coverage obligations to MIChild enrollees and to Medicaid beneficiaries under the 1915(b) waiver (both state plan and (b)(3) services), and to enrollees under the 1915(c) waiver. It must use capitation payments to address these obligations.

The PIHP must monitor and track revenues and expenditures on 1915(b) state plan services, (b)(3) services, and 1915(c) services and assure that aggregate expenditures for (b)(3) services do not grow or rise faster than the respective aggregate expenditures for 1915(b) state plan and 1915(c) services.

Expenditures for Healthy Michigan Services must be covered by Healthy Michigan Plan capitation payment only.

8.4.1.6 MDHHS Incentive – Monetary Payments

The MDHHS Incentive payment will be made to the PIHPs based on children identified on the Quality Improvement File for whom the PIHP submitted an encounter. For the PIHPs to be eligible for an incentive payment the child must meet the following requirements:

- Have a Serious Emotional Disturbance (as defined by Michigan law)
- Eligible for Medicaid
- Be between the ages of 0 to 18
- Served in the MDHHS Foster Care System or Child Protective Services (Risk Categories I & II)
- Meets one of the following service criteria:
    - Service Criteria 1: At least one of the following services was provided in the eligible month:
        - H2021 – Wraparound Services
        - H0036 – Home Based Services
    - Service Criteria 2: Two or more state plan and/or 1915(b)(3) mental health services covered under the 1915(b) Specialty Supports and Services Waiver, excluding one-time assessments, were provided in the eligible month.

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Incentive Payments: The incentive payment will occur quarterly. Each incentive payment will be determined by comparing the PIHP's identified eligible children with the encounter data submitted. Valid encounters must be submitted within 90 days of the provision of the service regardless of the claim adjudication status in order to assure timely incentive payment verification. Once the incentive payment has taken place there will not be any opportunities for submission of eligible children for a quarterly payment already completed.

Quarterly incentive payments will occur as follows:

1. April 2016~~7~~: Based on eligible children and the supporting encounter data submitted for October 1, 2015~~6~~ – December 31, 2015~~6~~.
2. July 2016~~7~~: Based on eligible children and the supporting encounter data submitted for January 1, 2016~~7~~ – March 31, 2016~~7~~.
3. October 2015~~6~~: Based on eligible children and the supporting encounter data submitted for April 1, 2016 – June 30, 2016.
4. January 2016~~7~~: Based on eligible children and the supporting encounter data submitted for July 1, 2015~~6~~ – September 30 2015~~6~~.

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The MDHHS will provide access to an electronic copy of the names of those individuals eligible for incentive payments, which incentive payment amount they are to receive, and the COFR.

The incentive payments will be adjusted upward or downward to ensure that aggregate fiscal year payment matches available funding. Therefore, these incentive payments are contingent upon available funds and can be terminated at any time if funds are not available.

8.4.1.7 Autism Benefit Payments

Payments to the PIHPs under this benefit will occur in two ways and include administrative costs for training and the provision of monthly interim payments. The administrative costs for training will be paid to each of the PIHPs prospectively in the form of a gross adjustment. There will be no cost settlement on the administrative costs for training. For the Applied Behavior Analysis (ABA) services, monthly interim payments will be paid retrospectively. Each interim payment will be issued at one of two levels, Early Intensive Behavioral Intervention (EIBI) or Applied Behavioral Intervention (ABI), and will be triggered by the combination of meeting the criteria for this benefit at a particular level, as laid out in the MSA Bulletin Number: MSA 13-09 and the 1915 (i) SPA, and having at least one encounter submitted by the end of the fourth month after a particular service month for that month. A cost settlement process will cover the actual costs associated with ABA services, as well as assessments related to potential eligibility for these services, submitted for a particular fiscal year. This process could result in additional payment to or recoupment from each PIHP. That cost settlement process will take place no earlier than the March after the fiscal year being settled.

The rates for the monthly interim payments for the period January 1, 2014 through September 30, 2014 are:

Applied Behavioral Analysis (ABI): $1,925

Early Intensive Behavioral Intervention (EIBI): $2,673

Monthly Interim Payments for relevant PIHP MIChild benefits will be paid in the same manner and at the same rate as the Medicaid interim payment and will be cost settled. There will be no administrative training costs paid for the MIChild benefit.

The cost settlement process will separately settle the Medicaid interim payments and MI Child interim payments against the actual service costs for each category.

8.4.1.8 MIChild

The MDHHS shall provide to the PIHP the Federal and matching share of MIChild funds as a capitated payment based upon actuarially sound Per Enrolled Child Per Month (PECPM) methodology for MIChild-covered mental health services. The primary MIChild payment will be paid monthly. When applicable, additional payments may be scheduled (i.e., retro-rate implementation or adjustments to ensure actuarial soundness resulting from changes in treatment access or scope, duration or intensity of services necessary to meet medical necessity). HIPPA compliant 834 and 820 transactions will provide eligibility and remittance information. See attached P.8.0.1 for the PECPM rates.

8.4.2 Contract Withholds

The Department shall withhold .002 of the approved capitation payment to each PIHP. The withheld funds shall be issued by the Department to the PIHP in the following amounts within 60 days of when the required report is received by the Department:

~~A.~~1. _____.0004 for timely submission of the Projection Financial Status Report – Medicaid

~~B.~~2. _____.0004 for timely submission of the Interim Financial Status Report – Medicaid

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~~C.~~3. _____.0004 for timely submission of the Final Medicaid Contract Reconciliation and Cash Settlement

~~D.~~4. _____.0004 for timely submission of the Medicaid Utilization and Cost Report

~~E.~~5. _____ 0004 for timely submission of encounters (defined in Attachment P 7.7.1.1.)

In accordance with section 105d (18) of Public Act 107 of 2013, the Department shall also withhold 0.75% of payments to PIHPS for the purpose of establishing a performance bonus incentive pool. Distribution of funds from the performance bonus incentive pool will be contingent on the PIHP's completion of the required performance of compliance metrics. Specific methodologies for implementing and distributing these withheld funds will be established by the Department after consultation with PIHPs and included in an amendment to the FY16 contract.

~~1.~~8.4.2.1. 2016 Performance Bonus Integration of Behavioral Health and Physical Health Services

In an effort to ensure collaboration and integration between Medicaid Health Plans (MHPs) and Pre-paid Inpatient Health Plans (PIHPs), the Department of Health and Human Services has developed the following joint expectations for both entities. This excludes beneficiaries seeking SUD services unless appropriate consent is obtained. Each plan (both PIHP and MHP) will submit a response for each criterion. There are 100 points possible for this initiative in FY2016. FY2016 will be a process year working toward quantifiable results in FY2017. Separate and apart from the processes outlined below, FY2016 MDHHS will pull baseline data on the **Follow-up after Hospitalization for Mental Illness (FUH) measure for shared populations.** Baseline data will be published and a standard set for FY2017. If the processes below are successful, we would expect to see increases in this measure.

Category	Description	Criteria/Deliverables
1. **Identification of and Access to Data on Joint Members** (20 points)	Systems and processes related to regular, meaningful exchange of clinically relevant data between entities ~~1.~~• Identification of Shared Members ~~2.~~• Bi-directional Exchange (from Contract) ~~3.~~• CC360 ~~a.~~○ Regular Reports ~~b.~~○ Customizable Extracts ~~4.~~• MiHIN ~~a.~~○ Use Cases ~~b.~~○ Active Care Relationship Service ~~c.~~○ Admission, Discharge,	1. By March 1, 2016 PIHP and MHP will attend a meeting convened by MDHHS to discuss CC360 and MiHIN application and potential use as data sources 2. By April 1, 2016 PIHP and MHP will submit policies/processes to demonstrate that they have systems and processes in place to confidentially do the following: ~~1.~~a. On a monthly basis, identify which members are assigned to an MHP and have sought services through the PIHP. This should include but is not limited to the following data

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	Transfer (ADT) Messaging	elements (name, DOB, Medicaid ID number, providers seen, medications, diagnoses) 2.b. Receive information from electronic sources such as CC360 or HIT/HIE including: 1. Which reports are received at what interval including customizable extracts and how this information is shared between PIHP and MHP 3.c. Participate with MIHIN including: 1. Which Use Cases they are participating in 2. Active Care Relationships are being established for shared members 3. ADT messaging is being received and appropriately shared
3.2. **Development of Joint Care Management Standards and Processes** (30 points)	Appropriate communication exists and sufficient efforts are being made to support success in integration.	1. By July 1, 2016 plans will submit a narrative description of efforts to develop joint care management standards and processes including dates, attendees, and brief meeting notes to document that a minimum of three meetings took place between MHP and PIHP.
2.3. **Implementation of Joint Care Management Processes** (50 points)	Collaboration between entities for the ongoing coordination and integration of services	3.4. By September 1, 2016, MHP and PIHP will demonstrate that joint care plans exist for members with appropriate severity/risk that have been identified as receiving services from both entities and have consented to a joint care plan. 1.a. DHHS will generate a random list of members and share with both PIHP and MHP. Plans will submit the joint care plans to DHHS within the specified time frame.

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		~~4.~~2. By October 1, 2016 MHP and PIHP will submit a narrative description including dates, attendees, and examples of the diagnoses of members discussed to document attendance at monthly care management meetings.

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8.5 Operating Practices

The PIHP shall adhere to Generally Accepted Accounting Principles and other federal and state regulations. The final expenditure report shall reflect incurred but not paid claims. PIHP program accounting procedures must comply with:

- Generally Accepted Accounting Principles for Governmental Units.
- Audits of State and Local Governmental Units, issued by the American Institute of Certified Public Accountants (current edition).
- OMB Circular 2 CFR 200 Subpart E

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8.6 Financial Planning

In developing an overall financial plan, the PIHP shall consider the parameters of the MDHHS/PIHP shared-risk corridor, the reinvestment of savings, and the strategic approach in the management of risk, as described in the following sub-sections.

8.6.1 Risk Corridor

The shared risk arrangements shall cover all Medicaid 1915, 1915(b)(3), 1115 Healthy Michigan Plan capitation and 1915(c) Habilitation Supports Waiver payments. The risk corridor is administered across all services, with no separation for mental health and substance abuse funding.

- A. The PIHP shall retain unexpended risk-corridor-related funds between 95% and 100% of said funds. The PIHP shall retain 50% of unexpended risk-corridor related funds between 90% and 95% of said funds. The PIHP shall return unexpended risk-corridor-related funds to the MDHHS between 0% and 90% of said funds and 50% of the amount between 90% and 95%.
- B. The PIHP may retain funds noted in 8.6.1.A, except as specified in Part 1, section 16.0 "Closeout".
- C. The PIHP shall be financially responsible for liabilities incurred above the risk corridor-related operating budget between 100% and 105% of said funds contracted.
- D. The PIHP shall be responsible for 50% of the financial liabilities above the risk corridor-related operating budget between 105% and 110% of said funds contracted.
- E. The PIHP shall not be financially responsible for liabilities incurred above the risk corridor-related operating budget over 110% of said funds contracted.

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The assumption of a shared-risk arrangement between the PIHP and the MDHHS shall not permit the PIHP to overspend its total operating budget for any fiscal year.

The PIHP shall not pass on, charge, or in any manner shift financial liabilities to Medicaid beneficiaries resulting from PIHP financial debt, loss and/or insolvency.

The PIHP financial responsibility for liabilities for costs between 100% and 110% must first be paid from the PIHP's ISF for risk funding or insurance for cost over-runs. The ISF balance shall be tracked by Medicaid and Healthy Michigan funds contributed. Each portion of the ISF shall retain its character as Medicaid and Healthy Michigan Funds and shall not be used for risk financing across the Medicaid and Healthy Michigan programs. Medicaid ISF amounts shall only be used for Medicaid cost over runs into the risk corridor and Healthy Michigan ISF amounts shall only be used for Healthy Michigan cost over runs into the risk corridor.

If the PIHP's liability exceeds the amount available from ISF and insurance, other funding available to the PIHP may be utilized in accordance with the terms of the PIHP's Risk Management Strategy.

8.6.2 Savings and Reinvestment
Provisions regarding the Medicaid and Healthy Michigan Plan savings and the PIHP reinvestment strategy are included in the following subsections. It should be noted that only a PIHP may earn and retain Medicaid/Healthy Michigan Plan savings. CMHSPs may not earn or retain Medicaid/Healthy Michigan Plan savings. Note that these provisions may be limited or canceled by the closeout provision in Part I, Section 16.0 Closeout, and may be modified by actions stemming from Part II A, Section 9.0 Contract Remedies and Sanctions.

8.6.2.1 Medicaid Savings
The PIHP may retain unexpended Medicaid Capitation funds up to 7.5% of the Medicaid/Healthy Michigan Plan pre-payment authorization. These funds shall be included in the PIHP reinvestment strategy as described below. All Medicaid savings funds reported at fiscal year-end must be expended within one fiscal year following the fiscal year earned for Medicaid services to Medicaid covered consumers. All Healthy Michigan Plan savings funds reported at fiscal year-end must be expended within one fiscal year following the fiscal year earned for Healthy Michigan Plan services to Healthy Michigan Plan covered consumers. If MDHHS and CMS approval is required of the reinvestment plan the savings must be expended by the end of the fiscal year following the year the plan is approved. In the event that a final MDHHS audit report creates new Medicaid/Healthy Michigan Plan savings, the PIHP will have one year following the date of the final audit report to expend those funds according to Section 8.6.2.2. Unexpended Medicaid/Healthy Michigan Plan savings shall be returned to the MDHHS as part of the year-end settlement process. MDHHS will return the federal share of the unexpended savings to CMS.

8.6.2.2 Reinvestment Strategy - Medicaid Savings
The PIHP shall develop and implement a reinvestment strategy for all Medicaid savings realized. The PIHP reinvestment strategy shall be directed to the Medicaid population.

All Medicaid savings must be invested according to the criteria below. Any of these funds that remain unexpended at the end of the fiscal year must be returned to the MDHHS as part of the year-end settlement process.

8.6.2.3 Community Reinvestment Strategy
Services and supports must be directed to the Medicaid population. Community reinvestment plans to provide services contained in the State Medicaid Manual do not require prior approval by CMS and MDHHS. They must be expended in the fiscal year following the year they are earned. Prior approval by MDHHS and CMS is required for plans that include other expenditures in the community reinvestment plan. These must be expended within the fiscal year

after the year of the CMS and MDHHS approval. Community reinvestment funds are to be invested in accordance with the following criteria:

Development of new treatment, support and/or service models; these shall be additional 1915(b)(3) services to Medicaid beneficiaries as allowed under the cost savings aspect of the waiver:

- Expansion or continuation of existing state plan or 1915(b)(3) approved treatment, support and/or service models to address projected demand increases.
- Community education, prevention and/or early intervention initiatives.
- Treatment, support and/or service model research and evaluation.
- The PIHP may use up to 15% of Medicaid savings for administrative capacity and infrastructure extensions, augmentations, conversions, and/or developments to: (a) assist the PIHP (as a PIHP) to meet new federal and/or state requirements related to Medicaid or Medicaid-related managed care activities and responsibilities; (b) implement consolidation or reorganization of specific administrative functions related to the Application for Participation and pursuant to a merger or legally constituted affiliation; or (c) initiate or enhance recipient involvement, participation, and/or oversight of service delivery activities, quality monitoring programs, or customer service functions.
- Identified benefit stabilization purposes. Benefit stabilization is designed to enable maintenance of contracted benefits under conditions of changing economic conditions and payment modifications. This enables the PIHP to utilize savings to assure the availability of benefits in the following year.

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The reinvestment strategy becomes a contractual performance objective. All Medicaid savings funds must be expended within one fiscal year following CMS approval of the reinvestment plan. The PIHP shall document for audit purposes the expenditures that implement the reinvestment plan. Unexpended Medicaid savings shall be returned to the MDHHS as part of the year-end settlement process.

8.6.3 Risk Management Strategy

Each PIHP must define the components of its risk management strategy that is consistent with general accounting principles as well as federal and state regulations.

8.6.4 PIHP Assurance of Financial Risk Protection

The PIHP must provide to MDHHS upon request, documentation that demonstrates financial risk protections sufficient to cover the PIHP's determination of risk. The PIHP must update this documentation any time there is a change in the information.

The PIHP may use one or a combination of measures to assure financial risk protection, including pledged assets, reinsurance, and creation of an ISF. The use of an ISF in this regard must be consistent with the requirements of OMB Circular 2 CFR 200 Subpart E. Please see attachment P.8.6.4.1 Internal Service Fund Technical Requirement.

The PIHP will submit a specific written Risk Management Strategy to the Department no later than December 3, 2014. The Risk Management strategy will identify the amount of reserves, insurance and other revenues to be used by the PIHP to assure that its risk commitment is met. Whenever General Funds are included as one of the listed revenue sources, MDHHS may disapprove the list of revenue sources, in whole or in part, after review of the information

provided and a meeting with the PIHP. Such a meeting will be convened within 45 days after submission of the risk management strategy. If disapproval is not provided within 60 days following this meeting, the use of general funds will be considered to be allowed. Such disapproval will be provided in writing to the PIHP within 60 days of the first meeting between MDHHS and the PIHP. Should circumstances change, the PIHP may submit a revision to its Risk Management Strategy at any time. MDHHS will provide a response to this revision, when it changes the PIHPs intent to utilize General Funds to meet its risk commitment, within 30 days of submission.

8.7 Finance Planning, Reporting and Settlement

The PIHP shall provide financial reports to the MDHHS as specified in this contract, and on forms and formats specified by the MDHHS. Forms and instructions are posted to the MDHHS website at: http://www.michigan.gov./mdhhs/0,1607,7-132-2941_38765---,00.html (See Finance Planning, Reporting and Settlement section of Attachment P 7.7.1.1)

8.8 Legal Expenses

The following legal expenses are ALLOWABLE:

1. Legal expenses required in the administration of the program on behalf of the State of Michigan or Federal Government.
2. Legal expenses relating to employer activities, labor negotiation, or in response to employment related issues or allegations, to the extent that the engaged services or actions are not prohibited under federal principles of allowable costs.
3. Legal expenses incurred in the course of providing consumer care.

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The PIHP must maintain documentation to evidence that the legal expenses are allowable. Invoices with no detail regarding services provided will not be sufficient documentation.

The following legal expenses are UNALLOWABLE:

- Where the Michigan Department of Health and Human Services (MDHHS) or the Centers for Medicare & Medicaid Services (CMS) takes action against the provider by initiating an enforcement action or issuing an audit finding, then the legal costs of responding to the action are allowable in these circumstances.
- The PIHP prevails and the action is reversed. Example: The audit finding is not upheld and the audit adjustment is reversed.
- The PIHP prevails as defined by reduction of the contested audit finding(s) by 50 percent or more. Example: An audit finding for an adjustment of $50,000 is reduced to $25,000. Or, in the case of several audit findings, a total adjustment of $100,000 is reduced to $50,000.
- The PIHP enters into a settlement agreement with MDHHS or CMS prior to any Hearing.
- Legal expenses for the prosecution of claims against the State of Michigan or the Federal Government.
- Legal expenses contingent upon recovery of costs from the State of Michigan or the Federal Government.

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8.9 Performance Objectives

PIHP performance objectives are included in Attachment P 8.9.1.

9.0 CONTRACT REMEDIES AND SANCTIONS

The state will utilize a variety of means to assure compliance with contract requirements and with the provisions of Section 330.1232b of Michigan's Mental Health Code, regarding Specialty Prepaid Inpatient Health Plans. The state will pursue remedial actions and possibly sanctions as needed to resolve outstanding contract violations and performance concerns. The application of remedies and sanctions shall be a matter of public record. If action is taken under the provisions of Section 330.1232b of the Mental Health Code, an opportunity for a hearing will be afforded the PIHP, consistent with the provisions of Section 330.1232b.(6).

The MDHHS will utilize actions in the following order:

A. Notice of the contract violation and conditions will be issued to the PIHP with copies to the Board.
B. Require a plan of correction and specified status reports that becomes a contract performance objective.
C. If previous items above have not worked, impose a direct dollar penalty and make it a non-matchable PIHP administrative expense and reduce earned savings from that fiscal year by the same dollar amount.
D. For sanctions related to reporting compliance issues, MDHHS may delay up to 25% of scheduled payment amount to the PIHP until after compliance is achieved. MDHHS may add time to the delay on subsequent uses of this provision. (Note: MDHHS may apply this sanction in a subsequent payment cycle and will give prior written notice to the PIHP)
E. Initiate contract termination.

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

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 reflect a pattern of non-compliance or substantial poor performance. This listing is not meant to be exhaustive, but only representative.

A. Reporting timeliness, quality and accuracy
B. Performance Indicator Standards
C. Repeated Site-Review non-compliance (repeated failure on same item)
D. Substantial inappropriate denial of services required by this contract or substantial services not corresponding to condition. Substantial can be a pattern, large volume or small volume but severe impact.
E. Repeated failure to honor appeals/grievance assurances.
F. Substantial or repeated health and/or safety violations.

Sanctions Non-monetary: PIHPs are required to submit a plan of correction that addressed each review dimension for which there was a finding of partial or non-compliance. If a PIHP receives

a repeat citation on a site review dimension, the MDHHS site review team may increase the size of the clinical record review sample for that dimension for the next site review.

Before imposing a sanction on a PIHP, the department shall provide that specialty prepaid inpatient health plan with timely written notice that explains both of the following:

a. The basis and nature of the sanction along with its statutory/regulatory/contractual basis and the objective evidence upon which the finding of fault is based.
b. The opportunity for a hearing to contest or dispute the department's findings and intended sanction, prior to the imposition of the sanction. A hearing under this section is subject to the provisions governing a contested case under the Administrative Procedures Act of 1969, 1969 PA 306, MCL 24.201 to 24.328, unless otherwise agreed to in the specialty prepaid health plan contract.

PART II (B)
SUBSTANCE USE DISORDER (SUD) SERVICES

1.0 STATEMENT OF WORK

The following section provides the budget, an explanation of the specifications and expectations that the Prepaid Inpatient Health Plan (PIHP) must meet and the substance use disorder services that must be provided under the contract. The Contractor agrees to undertake, perform and complete the services described in Attachment A, which is part of this agreement through reference.

The general SUD responsibilities of the PIHP under this Agreement, based on P.A. 500 of 2012, as amended, are to:

1. Develop comprehensive plans for substance use disorder treatment and rehabilitation services and substance use disorder prevention services consistent with guidelines established by the Department.
2. Review and comment to the Department of Licensing and Regulatory Affairs on applications for licenses submitted by local treatment, rehabilitation, and prevention organizations.
3. Provide technical assistance for local substance use disorder service programs.
4. Collect and transfer data and financial information from local programs to the Department of Licensing and Regulatory Affairs.
5. Submit an annual budget request to the Department for use of state administered funds for its substance use disorder treatment and rehabilitation services and substance use disorder prevention services in accordance with guidelines established by the Department.
6. Make contracts necessary and incidental to the performance of the department-designated community mental health entity's and community mental-health services program's functions. The contracts may be made with public or private agencies, organizations, associations, and individuals to provide for substance use disorder treatment and rehabilitation services and substance use disorder prevention services.

7. Annually evaluate and assess substance use disorder services in the department-designated community mental health entity in accordance with guidelines established by the Department.

1.1 Agreement Amount
The estimate of the funding to be provided by the MDHHS to the PIHP for SUD Community Grant activities is included as part of Attachment P 8.0.1 to this contract.

1.2 Purpose
The focus of the program is to provide for the administration and coordination of substance use disorder (SUD) services within the designated PIHP region.

1.3 Financial Requirements
The financial requirements shall be followed as described in Part II of this agreement and Attachment P.7.7.1.1 which is part of this agreement through reference.

1.4 Performance/Progress Report Requirements
The progress reporting methods, as applicable, shall be followed as described in Attachment P.7.7.1.1, which is part of this agreement through reference.

1.5 General Provisions
The Contractor agrees to comply with the General Provisions outlined in this agreement. The Contractor also agrees to comply with the reporting requirements found in Attachment P.7.7.1.1.and the requirements described in the SUD Services Policy Manual, which is part of this agreement through reference.

1.6 Action Plan
The PIHP will carry out its responsibilities under this Agreement consistent with the PIHP's most recent Action Plan as approved by the Department. The Annual Action Plan Guidelines are available on the MDHHS website at: http://www.michigan.gov/mdhhs/0,1607,7-132-2941_38765---,00.html

2.0 SUBSTANCE ABUSE PREVENTION AND TREATMENT (SAPT) BLOCK GRANT REQUIREMENTS AND APPLICABILITY TO STATE FUNDS

Federal requirements deriving from Public Law 102-321, as amended by Public Law 106-310, and federal regulations in 45 CFR Part 96 are pass-through requirements. Federal Substance Abuse Prevention and Treatment (SAPT) Block Grant requirements that are applicable to states are passed on to PIHPs unless otherwise specified.

42 CFR Parts 54 and 54a, and 45 CFR Parts 96, 260, and 1050, pertaining to the final rules for the Charitable Choice Provisions and Regulations, are applicable to PIHPs as stated elsewhere in this Agreement.

Sections from PL 102-321, as amended, that apply to PIHPs and contractors include but are not limited to:

- 1921(b)
- 1922 (a)(1)(2)
- 1922(b)(1)(2)
- 1923

- 1923(a)(1) and (2), and 1923(b
- 1924(a)(1)(A) and (B
- 1924(c)(2)(A) and (B)
- 1927(a)(1) and (2), and 1927(b)(1)
- 1927(b)(2): 1928(b) and (c)
- 1929
- 1931(a)(1)(A), (B), (C), (D), (E) and (F)
- 1932(b)(1)
- 1941
- 1942(a)
- 1943(b)
- 1947(a)(1) and (2)

2.1 Selected Specific Requirements Applicable to PIHPs

1. Block Grant funds shall not be used to pay for inpatient hospital services except under conditions specified in federal law.
2. Funds shall not be used to make cash payments to intended recipients of services.
3. Funds shall not be used to purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or any other facility, or purchase major medical equipment.
4. Funds shall not be used to satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funding.
5. Funds shall not be used to provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs.
6. Funds shall not be used to enforce state laws regarding the sale of tobacco products to individuals under the age of 18.
7. Funds shall not be used to pay the salary of an individual at a rate in excess of Level I of the Federal Executive Schedule, or approximately $199,700.

SAPT Block Grant requirements also apply to the Michigan Department of Health and Human Services (MDHHS) administered state funds, unless a written exception is obtained from MDHHS.

2.2 Program Operation

The PIHP shall provide the necessary administrative, professional, and technical staff for operation of the program.

2.3 Notification of Modifications

The PIHP shall provide timely notification to the Department, in writing, of any action by its governing board or any other funding source that would require or result in significant modification in the provision of services, funding or compliance with operational procedures.

2.4 Software Compliance

The PIHP must ensure software compliance and compatibility with the Department's data systems for services provided under this agreement including, but not limited to: stored data, databases, and interfaces for the production of work products and reports. All required data under

this agreement shall be provided in an accurate and timely manner without interruption, failure or errors due to the inaccuracy of the Contractor's business operations for processing date/time data.

2.5 Licensure of Subcontractors

The PIHP shall enter into agreements for substance use disorder prevention, treatment, and recovery services only with providers appropriately licensed for the service provided as required by Section 6234 of P.A. 501 of 2012, as amended.

The PIHP must ensure that network providers residing and providing services in bordering states meet all applicable licensing and certification requirements within their state that such providers are accredited per the requirements of this Agreement, and that provider staff are credentialed per the requirements of this Agreement.

2.6 Accreditation of Subcontractors

The PIHP shall enter into agreements for treatment services provided through outpatient, Methadone, sub-acute detoxification and residential providers only with providers accredited by one of the following accrediting bodies: The Joint Commission (TJC formerly JCAHO); Commission on Accreditation of Rehabilitation Facilities (CARF); the American Osteopathic Association (AOA); Council on Accreditation of Services for Families and Children (COA); National Committee on Quality Assurance (NCQA), or Accreditation Association for Ambulatory Health Care (AAAHC). The PIHP must determine compliance through review of original correspondence from accreditation bodies to providers.

Accreditation is not needed in order to provide access management system (AMS) services, whether these services are operated by a PIHP or through an agreement with a PIHP or for the provision of broker/generalist case management services. Accreditation is required for AMS providers that also provide treatment services and for case management providers that either also provide treatment services or provide therapeutic case management. Accreditation is not required for peer recovery and recovery support services when these are provided through a prevention license.

If the PIHP plans to purchase case management services or peer recovery and recovery support services, and only these services, from an agency that is not accredited per this agreement, the PIHP may request a waiver of the accreditation requirement.

3.0 SAMHSA/DHHS LICENSE

The federal awarding agency, Substance Abuse and Mental Health Services Administration, Department of Health and Human Services (SAMHSA/DHHS), reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: (a) The copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and (b) Any rights of copyright to which a grantee, sub-grantee or a contractor purchases ownership with grant support.

4.0 MONITORING OF DESIGNATED WOMEN'S SUBCONTRACTORS

In addition to the requirements referenced in number eight above, the PIHP is also required to monitor all Designated Women's Programs (DWP) for the following:

1. Outreach activities to promote and advertise women's programming and priority population status.
2. Gender-Responsive policy for treating the population.

3. Education/Training of staff identified as women's specialty clinicians and supervisors. Required 12 semester hours equivalent to 64 workshop type training hours.

5.0 ADMINISTRATIVE AND FINANCIAL MATCH RULES

Pursuant to Section 6213 of Public Act No. 368 of 1978, as amended, Michigan has promulgated match requirement rules. Rules 325.4151 through 325.4153 appear in the 1981 Annual Administrative Code Supplement. In brief, the rule defines allowable matching fund sources and states that the allowable match must equal at least ten percent of each comprehensive PIHP budget (see Attachment P II B to the Agreement) - less direct federal and other state funds. Per PA 368, Administrative Rules, and contract, direct state/federal funds are funds that come to the PIHP directly from a federal agency or another state source. Funds that flow to the PIHP from the Department are not in this category, such as, SDA, and, therefore, are subject to the local match requirement.

Match requirements apply both to budgeted funds during the agreement period and to actual expenditures at year-end.

"Fees and collections" as defined in the Rule include only those fees and collections that are associated with services paid for by the PIHP.

If the PIHP is found not to be in compliance with Match requirements, or cannot provide reasonable evidence of compliance, the Department may withhold payment or recover payment in an amount equal to the amount of the Match shortfall.

5.1 Unobligated Funds

Any unobligated balance of funds held by the Contractor at the end of the agreement period will be returned to the Department or treated in accordance with instructions provided by the Department.

5.2 Fees

The PIHP shall make reasonable efforts to collect 1st and 3rd party fees, where applicable, and report these as outlined by the Department's fiscal procedures. Any under recoveries of otherwise available fees resulting from failure to bill for eligible services will be excluded from reimbursable expenditures.

5.3 Reporting Fees and Collections Revenues

On the initial Revenues and Expenditures Report (RER), the PIHP is required to report all estimated fees and collections revenue to be received by the PIHP and all estimated fees and collections revenue to be received and reported by its contracted services providers (see Attachment P II B to this Agreement). On the final RER, the PIHP is required to report all actual fees and collections revenue received by the PIHP and all actual fees and collections revenue received and reported by its contracted services providers (see Attachment P.7.7.1.1 to this Agreement). "Fees and collections" are as defined in the Annual Administrative Code Supplement, Rule 325.4151 and in the Match Rule section of this Attachment.

5.4 Management of Department-Administered Funds

The PIHP shall manage all Department-administered funds under its control in such a way as to assure reasonable balance among the separate requirements for each funds source.

5.5 Sliding Fee Scale
The PIHP shall implement a sliding fee scale and attach a copy to the initial application every fiscal year, for Department approval. All treatment and prevention providers shall utilize the PIHP sliding fee scale. The sliding fee scale must be established according to the most recent year's Federal Poverty Guidelines. It must consist of a minimum of two distinctive fees based upon the income and family size of the individual seeking substance use disorders services.

The PIHP must assure that all available sources of payments are identified and applied prior to the use of Department-administered funds. The PIHP must have written policies and implement procedures to be used by network providers in determining an individual's ability or inability to pay, when payment liability is to be waived, and in identifying all other liable third parties. The PIHP must also have policies and procedures for monitoring providers and for sanctioning noncompliance.

Financial information needed to determine ability to pay (financial responsibility) must be reviewed annually or at a change in an individual's financial status, whichever occurs sooner. The scale must be applied to all persons (except Medicaid, and MIChild, recipients) seeking substance use disorders services funded in whole or in part by the PIHP. The PIHP has the option to charge fees for AMS services, or not to charge. If the PIHP charges for AMS services, the same sliding fee scale as applied to treatment services must be used.

5.6 Inability to Pay
Services may not be denied because of inability to pay. If a person's income falls within the PIHP's regional sliding fee scale, clinical need must be determined through the standard assessment and patient placement process. If a financially and clinically eligible person has third party insurance, that insurance must be utilized to its full extent. Then, if benefits are exhausted, or if the person needs a service not fully covered by that third party insurance, or if the co-pay or deductible amount is greater than the person's ability to pay, Community Grant funds may be applied. Community Grant funds may not be denied solely on the basis of a person having third party insurance.

5.7 Subcontracts with Hospitals
Funds made available through the Department shall not be made available to public or private hospitals which refuse, solely on the basis of an individual's substance use disorder, admission or treatment for emergency medical conditions.

6.0 RESIDENCY IN PIHP REGION

The PIHP may not limit access to the programs and services funded by this portion of the Agreement only to the residents of the PIHP's region, because the funds provided by the Department under this Agreement come from federal and statewide resources. Members of federal and state-identified priority populations must be given access to screening and to assessment and treatment services, consistent with the requirements of this portion of the Agreement, regardless of their residency. However, for non-priority populations, the PIHP may give its residents priority in obtaining services funded under this portion of the Agreement when the actual demand for services by residents eligible for services under this portion of the Agreement exceeds the capacity of the agencies funded under this portion of the Agreement.

7.0 REIMBURSEMENT RATES FOR COMMUNITY GRANT, MEDICAID AND

OTHER SERVICES

The PIHP must pay the same rate when purchasing the same service from the same provider, regardless of whether the services are paid for by Community Grant funds, Medicaid funds, or other Department administered funds, including MIChild funds.

8.0 MINIMUM CRITERIA FOR REIMBURSING FOR SERVICES TO PERSONS WITH CO-OCCURRING DISORDERS

Department funds made available to the PIHP through this Agreement, and which are allowable for treatment services, may be used to reimburse providers for integrated mental health and substance use disorder treatment services to persons with co-occurring substance use and mental health disorders. The PIHP may reimburse a Community Mental Health Services Program (CMHSP) or Pre-paid Inpatient Health Plan (PIHP) for substance use disorders treatment services for such persons who are receiving mental health treatment services through the CMHSP or PIHP. The PIHP may also reimburse a provider, other than a CMHSP or PIHP, for substance use disorders treatment provided to persons with co-occurring substance use and mental health disorders. As always, when reimbursing for substance use disorders treatment, the PIHP must have an agreement with the CMHSP (or other provider); and the CMHSP (or other provider) must meet all minimum qualifications, including licensure, accreditation and data reporting.

9.0 MEDIA CAMPAIGNS

A media campaign, very broadly, is a message or series of messages conveyed through mass media channels including print, broadcast, and electronic media. Messages regarding the availability of services in the PIHP region are not considered to be media campaigns. Media campaigns must be compatible with MDHHS values, be coordinated with MDHHS campaigns whenever feasible and costs must be proportionate to likely outcomes. The PIHP shall not finance any media campaign using Department-administered funding without prior written approval by the Department.

10.0 NOTICE OF EXCESS OR INSUFFICIENT FUNDS (NEIF)

PIHP's must notify the Department in writing if the amount of State Agreement funding may not be used in its entirety or appears to be insufficient. The notice must be submitted electronically by June 1 to: MDHHS-BHDDA-Contracts-MGMT@michigan.gov

The contract requires that the PIHP expend all allocated funds per the requirements of the SUD contract within the contract year OR notify the Department via the NEIF that spending by year-end will be less than the amount(s) allocated. This requirement applies to individual allocations, earmarks and to the total PIHP allocation. Of particular importance are allocations for Prevention services and Women's Specialty Services (WSS), including the earmarked allocations for the Odyssey programs. The State must closely monitor these expenditures to ensure compliance with the Maintenance of Effort requirement in the federal SAPT Block Grant.

When it has been determined that a PIHP will not expend all of its allocated, WSS State Agreement funds (including the earmarked allocations for the Odyssey programs), these unspent funds must be returned to the Department for reallocation to other PIHPs who can appropriately use these funds for WSS programs within their PIHP regions within the current fiscal year. A PIHP's failure to expend these funds for the purposes for which they are allocated and/or its failure to notify the Department of projected expenditures at levels less than allocated may result in reduced allocations to the PIHP in the subsequent contract year.

11.0 SUBCONTRACTOR INFORMATION TO BE RETAINED AT THE PIHP

1. Budgeting Information for Each Service.
2. Documentation of How Fixed Unit Rates Were Established: The PIHP shall maintain documentation regarding how each of the unit rates used in its agreements was established. The process of establishing and adopting rates must be consistent with criteria in OMB Circular 2 CFR 200 Subpart E, and with the requirements of individual fund sources.
3. Indirect Cost Documentation: The PIHP shall review subcontractor indirect cost documentation in accordance with OMB Circular 2 CFR 200 Subpart E, as applicable.
4. Equipment Inventories: The PIHP must apply the following to all subcontractors that have budgeted equipment purchases in their contracts with the PIHP:
    a. Any contractor equipment purchases supported in whole or in part through this agreement must be listed in the supporting Equipment Inventory Schedule. Equipment means tangible, non-expendable, personal property having useful life of more than one (1) year and an acquisition cost of $5,000 or more per unit. Title to items having a unit acquisition cost of less than $5,000 shall vest with the Contractor upon acquisition. The Department reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of $5,000 or more, to the extent that the Department's proportionate interest in such equipment supports such retention or transfer of title.
5. Fidelity Bonding Documentation: The PIHP shall maintain fidelity bonding documentation.

12.0 LEGISLATIVE REPORTS (LRS) AND FINANCIAL REPORTS

If the PIHP does not submit the LR or the final RER (which includes MIChild Year-end Balance Worksheets and Administration / Service Coordination Report) within fifteen (15) calendar days of the due date, the Department may withhold from the current year funding an amount equal to five (5) percent of that funding (not to exceed $100,000) until the Department receives the required report. The Department may retain the amount withheld if the contractor is more than forty-five (45) calendar days delinquent in meeting the filing requirements.

The PIHP must assure that the financial data in these reports are consistent and reconcile between the reports; otherwise, the reports will be considered as not submitted and will be subject to financial penalty, as previously mentioned. Additional financial penalties are applicable to the Notice of Excess and Insufficient Funds.

The Department may choose to withhold payment when any financial report is delinquent by thirty (30) calendar days or more and may retain the amount withheld if the report is sixty (60) or more calendar days delinquent. This does not apply to the LR and final RER, as previously stated.

Financial reports are:

1. Revenues and Expenditures Report—INITIAL and FINAL;
2. Financial Status Report—1st thru 3rd quarter;
3. Financial Status Report—4th quarter;
4. Notice of Excess or Insufficient Funds; and

5. Primary Prevention Expenditures by Strategy Report.

13.0 NATIONAL OUTCOME MEASURES (NOMS)

Complete, accurate, and timely reporting of treatment and prevention data is necessary for the Department to meet its federal reporting requirements. For the SUD Treatment NOMS, it is the PIHP's responsibility to ensure that the client information reported on these records accurately describes each client's status at admission first date of service (admission) and on the last day of service (discharge).

14.0 MICHIGAN PREVENTION DATA SYSTEM (MPDS)

PIHPs are required to collect and report the state-required prevention data elements throughout the prevention provider network either through participation in the MPDS or through an upload of the state-required prevention data records to MPDS on a monthly basis.

PIHPs must assure that all records submitted to the state system are consistent with the MPDS Reference Manual. (See SUD Services Policy Manual.)

It is the responsibility of the PIHPs to ensure that the services reported to the system accurately reflects staff service provision and participant information for all PIHP-administered fund sources. It is the responsibility of the PIHPs to monitor provider completeness, timeliness and accuracy of provider data maintained in the system in a manner which will ensure a minimum of 90 percent accuracy.

15.0 CLAIMS MANAGEMENT SYSTEM

The PIHP shall make timely payments to all providers for clean claims. This includes payment at 90% or higher of clean claims from network providers within 60 days of receipt, and 99% or higher of all clean claims within 90 days of receipt.

A clean claim is a valid claim completed in the format and time frames specified by the PIHP and that can be processed without obtaining additional information from the provider. It does not include a claim from a provider who is under investigation for fraud or abuse, or a claim under review for medical necessity. A valid claim is a claim for services that the PIHP is responsible for under this Agreement. It includes services authorized by the PIHP.

The PIHP must have a provider appeal process to promptly and fairly resolve provider-billing disputes.

16.0 CARE MANAGEMENT

The PIHP may pay for care management as a service designed to support PIHP resource allocation as well as service utilization. Care management is in recognition that some clients represent such service or financial risk that closer monitoring of individual cases is warranted. Care management must be purchased and reported consistent with the instructions for the Administrative Expenditures Report in Attachment P.7.7.1.1 to this agreement.

17.0 PURCHASING DRUG SCREENS

This item does not apply to medication-assisted services.

Department-administered treatment funds can be used to pay for drug screens, if all of the following criteria are met:

1. No other responsible payment source will pay for the screens. This includes self-pay, Medicaid, and private insurance. Documentation must be placed in the client file;
2. The screens are justified by specific medical necessity criteria as having clinical or therapeutic benefit; and
3. Screens performed by professional laboratories can be paid for one time per admission to residential or detoxification services, if specifically justified. Other than these one-time purchases, Department funds may only be used for in house "dip stick" screens.

18.0 PURCHASING HIV EARLY INTERVENTION SERVICES

Department-administered Community Grant funds (blended SAPT Block Grant and General Fund) cannot be used to pay for HIV Early Intervention Services because Michigan is not a Designated State for HIV.

Per 45 CFR, Part 96, Substance Abuse Prevention and Treatment Block Grant, the definition of Early Intervention Services relating to HIV means:

1. appropriate pretest counseling for HIV and AIDS;
2. testing individuals with respect to such disease, including tests to confirm the presence of the disease, tests to diagnose the extent of the deficiency in the immune system, and tests to provide information on appropriate therapeutic measures for preventing and treating the deterioration of the immune system and for preventing and treating conditions arising from the disease; appropriate post-test counseling; and
3. providing the therapeutic measures described in Paragraph (b) of this definition.

To review the full document, go to: http://law.justia.com/us/cfr/title45/45-1.0.1.1.53.12.html

19.0 SERVICES

19.1 12-Month Availability of Services

The PIHP shall assure that, for any subcontracted treatment or prevention service, each subcontractor maintains service availability throughout the fiscal year for persons who do not have the ability to pay.

The PIHP is required to manage its authorizations for services and its expenditures in light of known available resources in such a manner as to avoid the need for imposing arbitrary caps on authorizations or spending. "Arbitrary caps" are those that are not adjusted according to individualized determinations of the needs of clients. This requirement is consistent with Medical Necessity Criterion 1.4.3, under Treatment Services.

19.2 Persons Associated with the Corrections System

When the PIHP or its AMS services receives referrals from the Michigan Department of Corrections (MDOC), the PIHP shall handle such referrals as per all applicable requirements in this agreement. This would include determining financial and clinical eligibility, authorizing care as appropriate, applying admissions preferences, and other steps. MDOC referrals may come from probation or parole agents, or from MDOC Central Office staff. In situations where persons have been referred from MDOC and are under their supervision, state-administered funds should be used as the payment of last resort.

When persons who are on parole or probation seek treatment on a voluntary basis from the PIHP's AMS services or from a panel provider, these self-referrals must be handled like any other self-referral to the MDHHS-funded network. AMS or provider staff may seek to obtain releases to communicate with a person's probation or parole agent but in no instance may this be demanded as a condition for admission or continued stay.

The PIHP may collaborate with MDOC, and with the Office of Community Alternatives (OCA) within MDOC, on the purchase of substance use disorders services and supports. This may include collaborative purchasing from the same providers, and for the same clients. In such situations, the PIHP must assure that:

a. All collaborative purchasing is supported by written agreements among the participants.
b. Rates paid to providers, whether by a single purchaser or two or more purchasers, do not exceed provider costs.
c. Rates paid to providers are documented and are developed consistent with applicable OMB Circular(s).
d. No duplication of payment occurs.

19.3 State Disability Assistance (SDA) *(Applies Only to Agencies Who Have Allocations for this Program)*

MDHHS continues to allocate SDA funding and to delegate management of this funding to the PIHP. The PIHP is responsible for allocating these funds to qualified providers. Minimum provider qualifications are MDHHS licensure as a residential treatment provider and accreditation by one of the approved accreditation bodies (identified elsewhere in this Agreement). A provider may be located within the PIHP's region or outside of the region. SDA funds shall not be used to pay for room and board in conjunction with sub-acute detoxification services.

When a client is determined to be eligible for SDA funding, the PIHP must arrange for assessment and authorization for SDA room and board funding and must reimburse for SDA expenditures based on billings from providers, consistent with PIHP/provider agreements. In addition, the PIHP may authorize such services for its own residents at providers within or outside its region.

The PIHP shall not refuse to authorize SDA funds for support of an individual's treatment solely on the basis of the individual's current or past involvement with the criminal justice system. For those individuals currently involved with MDOC and receiving services as part of MDOC programming, SDA funds shall only be used as the payment of last resort.

Qualified providers may be reimbursed up to twenty-seven ($27) per day for room and board costs for SDA-eligible persons during their stays in Residential treatment.

To be eligible for MDHHS-administered SDA funding for room and board services in a substance use disorder treatment program, a person must be determined to meet Michigan Department of Health and Human Services' (MDHHS) eligibility criteria; determined by the PIHP or its designee to be in need of residential treatment services; authorized by the PIHP for residential treatment when the PIHP expects to reimburse the provider for the treatment; at least 18 years of age or an emancipated minor, and in residence in a residential treatment program each day that SDA payments are made.

The PIHP may employ either of two methods for determining whether an individual meets MDHHS eligibility criteria:

The PIHP may refer the individual to the local MDHHS human services office. This method must be employed when there is a desire to qualify the individual for an incidental allowance under the SDA program. Or,

The PIHP may make its own determination of eligibility by applying the essential MDHHS eligibility criteria. See this MDHHS link for details: http://www.michigan.gov/mdhhs/0,1607,7-124-5453_5526---,00.html

For present purposes only, these criteria are:

1. Residency in substance use disorders residential treatment.
2. Michigan residency and not receiving cash assistance from another state.
3. U.S. citizenship or have an acceptable alien status.
4. Asset limit of $3,000 (cash assets only are counted).

Regardless of the method used, the PIHP must retain documentation sufficient to justify determinations of eligibility.

The PIHP must have a written agreement with a provider in order to provide SDA funds.

19.4 Persons Involved with the Michigan Department of Health and Human Services (MDHHS)

The PIHP must work with the MDHHS office(s) in its region to facilitate access to prevention, assessment and treatment services for persons involved with MDHHS, including families in the child welfare system and public assistance recipients. The PIHP must develop written agreements with MDHHS offices that specify payment and eligibility for services, access-to-services priority, information sharing (including confidentiality considerations), and other factors as may be of local importance.

19.5 Primary Care Coordination

The PIHP must take all appropriate steps to assure that substance use disorder treatment services are coordinated with primary health care. In the case PIHPs that PIHPs contract for the Medicaid substance abuse program, PIHPs are reminded that coordination efforts must be consistent with these contracts.

Treatment case files must include, at minimum, the primary care physician's name and address, a signed release of information for purposes of coordination, or a statement that the client has refused to sign a release.

Care coordination agreements or joint referral agreements, by themselves, are not sufficient to show that the PIHP has taken all appropriate steps related to coordination of care. Client case file documentation is also necessary.

19.6 Charitable Choice

The September 30, 2003 Federal Register (45 CFR part 96) contains federal Charitable Choice SAPT block grant regulations, which apply to both prevention and treatment providers/programs. In summary, the regulations require: 1) that the designation of religious (or faith-based) organizations as such be based on the organization's self-identification as religious (or faith

based), 2) that these organizations are eligible to participate as providers—e.g. a "level playing field" with regard to participating in the PIHP provider panel, 3) that a program beneficiary receiving services from such an organization who objects to the religious character of a program has a right to notice, referral, and alternative services which meet standards of timeliness, capacity, accessibility and equivalency—and ensuring contact to this alternative provider, and 4) other requirements, including-exclusion of inherently religious activities and non-discrimination.

The PIHP is required to comply with all applicable requirements of the Charitable Choice regulations. The PIHP must ensure that treatment clients and prevention service recipients are notified of their right to request alternative services. Notice may be provided by the AMS or by providers that are faith-based. The PIHP must assign responsibility for providing the notice to the AMS, to providers, or both. Notification must be in the form of the model notice contained in the final regulations, or the PIHP may request written approval from MDHHS of an equivalent notice.

The PIHP must also ensure that its AMS administer the processing of requests for alternative services. This is applicable to all face-to-face services funded in whole or part by SAPT Block Grant funds, including prevention and treatment services. The PIHP must submit an annual report on the number of such requests for alternative services made by the agency during the fiscal year, per Attachment C-Required Reports.

The model notice contained in the federal regulations is:

No provider of substance abuse services receiving Federal funds from the U.S. Substance Abuse and Mental Health Services Administration, including this organization, may discriminate against you on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice. If you object to the religious character of this organization, Federal law gives you the right to a referral to another provider of substance abuse services. The referral, and your receipt of alternative services, must occur within a reasonable period of time after you request them. The alternative provider must be accessible to you and have the capacity to provide substance abuse services. The services provided to you by the alternative provider must be of a value not less than the value of the services you would have received from this organization.

19.7 Treatment

Refer to Medicaid Manual Using criteria for medical necessity, a PIHP may:

1. Deny services a) that are deemed ineffective for a given condition based upon professionally and scientifically recognized and accepted standards of care: b) that are experimental or investigational in nature: or c) for which there exists another appropriate, efficacious, less-restrictive and cost-effective service, setting or support, that otherwise satisfies the standards for medically-necessary services: and/or
2. Employ various methods to determine amount, scope and duration of services, including prior authorization for certain services, concurrent utilization reviews, centralized assessment and referral, gate-keeping arrangements, protocols, and guidelines.
3. Not deny SUD services solely based on PRESET limits of the cost, amount, scope, and duration of services: but instead determination of the need for services shall be conducted on an individualized basis. This does not preclude the establishment of quantitative benefit limits that are based on industry standards and consistent with this contract, and

that are provisional and subject to modification based on individual clinical needs and clinical progress.

20.0 CLINICAL ELIGIBILITY: DSM - -DIAGNOSIS

In order to be eligible for treatment services purchased in whole or part by state-administered funds under the agreement, an individual must be found to meet the criteria for one or more selected substance use disorders found in the Diagnostic and Statistical Manual of Mental Disorders (DSM). These disorders are listed below. This requirement is not intended to prohibit use of these funds for family therapy. It is recognized that persons receiving family therapy do not necessarily have substance use disorders.

Cannabis Related Disorders:

305.20	Cannabis Use Disorder – Mild
304.30	Cannabis Use Disorder – Moderate/Severe
292.89	Cannabis Intoxication
292.0	Cannabis Withdrawal
292.9	Unspecified Cannabis-Related Disorder

Hallucinogen Related Disorders:

305.90	Phencyclidine Use Disorder – Mild
304.60	Phencyclidine Use Disorder – Moderate/Severe
305.30	Other Hallucinogen Use Disorder – Mild
304.50	Other Hallucinogen Use Disorder – Moderate/Severe
292.89	Phencyclidine Intoxication
292.89	Other Hallucinogen Intoxication
292.89	Hallucinogen Persisting Perception Disorder
292.9	Unspecified Phencyclidine Related Disorder
292.9	Unspecified Hallucinogen Related Disorder

Inhalant Related Disorders:

305.90	Inhalant Use Disorder – Mild
304.60	Inhalant Use Disorder – Moderate/Severe
292.89	Inhalant Intoxication
292.9	Unspecified Inhalant Related Disorder

Opioid Related Disorder:

305.50	Opioid Use Disorder – Mild
304.00	Opioid Use Disorder – Moderate/Severe
292.89	Opioid Intoxication
292.0	Opioid Withdrawal
292.9	Unspecified Opioid Related Disorder

Sedative, Hypnotic, or Anxiolytic (SHA) Related Disorders

305.40	SHA – Mild
304.10	SHA – Moderate/Severe
292.89	SHA Intoxication
292.0	SHA Withdrawal
292.9	Unspecified SHA Related Disorder

Stimulant Related Disorders:

Stimulant Use Disorder –

305.70	Amphetamine Type – Mild
305.60	Cocaine – Mild
305.70	Other or Unspecified Stimulant – Mild
304.40	Amphetamine Type – Moderate/Severe
304.20	Cocaine – Moderate/Severe

Stimulant Intoxication

292.89	Amphetamine or other stimulant, without perceptual disturbances
292.89	Cocaine, without perceptual disturbances
292.89	Amphetamine or other stimulant, with perceptual disturbances
292.89	Cocaine, with perceptual disturbances
292.0	Stimulant Withdrawal
292.9	Unspecified Stimulant Related Disorder

Alcohol Use Disorders

305.00	Alcohol Use Disorder – Mild
303.90	Alcohol Use Disorder – Moderate/Severe
303.00	Alcohol Intoxication
291.80	Alcohol Withdrawal
291.9	Unspecified Alcohol-Related Disorder

Other (unknown) Substance Related Disorders:

305.90	Other (unknown) Substance Use Disorder – Mild
304.90	Other (unknown) Substance Use Disorder – Moderate/Severe
292.89	Other (unknown) Substance Intoxication
292.0	Other (unknown) Substance Withdrawal
292.9	Unspecified Other (unknown) Substance Related Disorder

21.0 SATISFACTION SURVEYS

The PIHP shall assure that all network subcontractors providing treatment conduct satisfaction surveys of persons receiving treatment at least once a year. Surveys may be conducted by individual providers or may be conducted centrally by the PIHP. Clients may be active clients or clients discharged up to 12 months prior to their participation in the survey. Surveys may be conducted by mail, telephone, or face-to-face. The PIHP must compile findings and results of client satisfaction surveys for all providers, and must make findings and results, by provider, available to the public.

22.0 MI CHILD

The PIHP must assure use of a standardized assessment process, including the American Society of Addiction Medicine (ASAM) Patient Placement Criteria, to determine clinical eligibility for services based on medical necessity.

Substance use disorder services are covered when medically necessary as determined by the PIHP. This benefit should be construed the same as are medical benefits in a managed care program. Inpatient (hospital-based) services are covered, but the PIHP is permitted to substitute less costly services outside the hospital if they meet the medical needs of the patient. In the same way, the PIHP may substitute services for inpatient or residential services if they meet the child's needs and they are more cost effective. Covered services are as follows:

1. Outpatient Treatment
2. Residential Treatment
3. Inpatient Treatment
4. Laboratory and Pharmacy

These benefits apply only when a PIHP's employed or contracted physician writes a prescription for pharmacy items or lab.

22.1 Eligibility
Eligible persons are persons of age 18 or less who are determined eligible for the MIChild program by the MDHHS and enrolled by the Department's administrative vendor and live in the region covered by the PIHP. The PIHP is responsible for determining eligibility and for charging all authorized and allowable services to the MIChild program up to the PIHP's annual MIChild revenues.

22.2 Per Enrolled Child Per Month

Enrollees who receive substance use disorder services must be entered into the Substance Use Disorder Statewide Client Data System following the instructions in the data reporting specifications.

For the required reporting of encounters for MIChild eligible clients, the PIHP e encounters via the 837 as follows:
2000B Subscriber Hierarchical Level
SBR Subscriber Information
SBR04 Insured Group Name: Use "MIChild" for the group name.
MIChild reporting requirement are found in Attachment B, Reporting Requirements, page 14, section A.

23.0 ACCESS TIMELINESS STANDARDS

Access timeliness requirements are the same as those applicable to Medicaid substance use disorders services, as specified in the agreement between MDHHS and the PIHPs. Access must be expedited when appropriate based on the presenting characteristics of individuals.

24.0 INTENSIVE OUTPATIENT TREATMENT – WEEKLY FORMAT

The PIHP may purchase Intensive outpatient treatment (IOP) only if the treatment consists of regularly scheduled treatment, usually group therapy, within a structured program, for at least three days and at least nine hours per week.

25.0 SERVICES FOR PREGNANT WOMEN, PRIMARY CAREGIVER WITH DEPENDENT CHILDREN, CAREGIVER ATTEMPTING TO REGAIN CUSTODY OF THEIR CHILDREN

The PIHP must assure that providers screen and/or assess pregnant women, primary caregivers with dependent children, and primary Caregivers attempting to regain custody of their children to determine whether these individuals need and request the defined federal services that are listed below. All federally mandated services must be made available.

25.1 Federal Requirements

Federal requirements are contained in 45 CFR (Part 96) section 96.124, and may be summarized as:

Providers receiving funding from the state-administered funds set aside for pregnant women and women with dependent children must provide or arrange for the 5 types of services, as listed below. Use of state administered funds to purchase primary medical care and primary pediatric care must be approved, in writing, in advance, by the Department contract manager.

1. Primary medical care for women, including referral for prenatal care if pregnant, and while the women are receiving such treatment, child care;
2. Primary pediatric care for their children, including immunizations;
3. Gender specific substance use disorders treatment and other therapeutic interventions for women, which may address issues of relationships, sexual and physical abuse, parenting, and childcare while the women are receiving these services;
4. Therapeutic interventions for children in custody of women in treatment, which may, among other things, address their developmental needs, issues of sexual and physical abuse, and neglect; and
5. Sufficient case management and transportation to ensure that women and their dependent children have access to the above mentioned services.

The above five types of services may be provided through the MDHHS/PIHP agreement only when no other source of support is available and when no other source is financially responsible. MDHHS extends the federal requirements above to primary caregivers attempting to regain custody of their children or at risk of losing custody of their children due to a substance use disorder. These individuals are a priority service population in Michigan and; therefore, the five federal requirements listed above shall be made available to them.

25.2 Requirements Regarding Providers

Women's Specialty Services may only be provided by providers that are designated as gender-responsive by the Department or as gender-competent by the PIHP and that meet standard panel eligibility requirements. The provider may be designated by the Department as Women's Specialty providers, but such designation is not required. The PIHP must continue to provide choice from a list of providers who offer gender-competent treatment and identify providers that provide the additional services specified in the federal requirements.

25.3 Financial Requirements on Quarterly FSRs

On each quarterly FSR, the PIHP must report all allowable Women's Specialty Services expenditures that utilize State Agreement funds. Those funds are Community Grant and/or State Disability Assistance.

25.4 Treatment Episode Data Set SUD (TEDS) and Encounter Reporting Requirements

For SUD TEDS reporting purposes, the Agency must code 'yes' for all women eligible for and receiving qualified women's specialty services. At admission, this can be coded based on eligibility. To qualify, the women must be either pregnant, have custody of a minor child, or be seeking to regain custody of a minor child. At minimum, the provider must be certified by the agency as gender competent. For all services that qualify based on qualifying characteristics both of the women and of the provider, the HD modifier must be used (See SUD Services Policy Manual/Section I Data Requirements: Substance Abuse Encounter Reporting HCPCS and Revenue Codes Chart).

26.0 ADMISSION PREFERENCE AND INTERIM SERVICES

The Code of Federal Regulations and the Michigan Public Health Code define priority population clients. The priority populations are identified as follows and in the order of importance:

1. Pregnant injecting drug user.
2. Pregnant.
3. Injecting drug user.
4. Parent at risk of losing their child(ren) due to substance use.
5. All others.

Access timeliness standards and interim services requirements for these populations are provided in the next section.

27.0 ACCESS TIMELINESS STANDARDS

The following chart indicates the current admission priority standards for each population along with the current interim service requirements. Suggested additional interim services are in italics: Admission Priority Requirements

Population	Admission Requirement	Interim Service Requirement	Authority
Pregnant Injecting Drug User	1) Screened & referred w/in 24 hrs. 2) Detox, Meth, or Residential – Offer Admission w/in 24 business hrs Other Levels of Care – Offer Admission w/in 48 Business hrs	**Begin w/in 48 hrs:** Counseling & education on: A. HIV & TB B. Risks of needle sharing C. Risks of transmission to sexual partners & infants Effects of alcohol & drug use on the fetus Referral for pre-natal care *Early Intervention Clinical Svc*	CFR 96.121; CFR 96.131; Tx Policy #04 Recommended
Pregnant Substance User	1) Screened & referred w/in 24 hrs 2) Detox, Meth or Residential Offer admission w/in 24 business hrs Other Levels of Care – Offer Admission w/in 48 Business hrs	**Begin w/in 48 hrs** 1. Counseling & education on: A. HIV & TB B. Risks of transmission to sexual partners & infants C. Effects of alcohol & drug use on the fetus 2. Referral for pre-natal care 3. *Early Intervention Clinical Svc*	CFR 96.121; CFR 96.131; Recommended
Injecting Drug User	Screened & Referred w/in 24 hrs; Offer Admission w/in 14 days	**Begin w/in 48 hrs – maximum waiting time 120 days** 1. Counseling & education on: A. HIV & TB B. Risks of needle sharing C. Risks of transmission to sexual partners & infants 2. *Early Intervention Clinical Svc*	CFR 96.121; CFR 96.126 Recommended
Parent at Risk of Losing Children	Screened & referred w/in 24 hrs. Offer Admission w/in 14 days	**Begin w/in 48 business hrs** *Early Intervention Clinical Services*	Michigan Public Health Code Section 6232 **Recommended**
All Others	Screened & referred w/in seven calendar days. Capacity to offer Admission w/in 14 days	**Not Required**	CFR 96.131(a) – sets the order of priority: MDHHS & PIHP contract

28.0 EARMARK-FUNDED SPECIAL PROJECTS: REPORTING REQUIREMENTS

The report must contain the following information:

1. The name of the PIHP whose residents were served through the earmarked funds during the year;
2. The number of persons served by that PIHP, through those funds; and
3. The total amount of earmarked funds paid to the provider for those services.

Annual report form and instructions are available on the MDHHS website address at:
http://www.michigan.gov/mdhhs/0,1607,7-132-2941_38765---,00.html

29.0 PARTNERSHIP FOR SUCCESS II (PFS II)

(Applies Only to Agencies Who Have Allocations for this Program)
The purpose of this grant is to strengthen and expand the SPF five-step, data-driven process in designated counties through enhancement of community-level infrastructure. This enhanced infrastructure will address underage drinking among persons age 12-20 and prescription drug misuse and abuse among persons age 12-25. The project is expected to:

1. Build emotional health, prevent or delay the onset of, and mitigate symptoms and complications from substance abuse related to underage drinking among youth age 12-20; and
2. Build emotional healthy, prevent or delay the onset of, and mitigate symptoms and complications from substance abuse related to reducing prescription drug misuse and abuse among youth and young adults age 12-25.

All participating PIHPs received a Request for Information (RFI) document outlining the process for assessing community needs. Information from the RFI will be used by to develop and complete the Strategic Prevention Framework required. Report forms and instructions are available on the DCH website address at: http://www.michigan.gov/mdhhs/0,1607,7-132-2941_38765---,00.html.

29.1 Required Annual Deliverables:
Request for Training and Technical Assistance
Strategic Plan, Cost Detail Schedule, and Program Budget Summary and Justification (must be submitted together)

29.2 Project Requirements
PIHPs will contract with coalitions in the high-need counties to build and enhance the current substance abuse prevention infrastructure to meet the goals of the project. This will be achieved through the strengthening of partnerships with federally qualified health centers (FQHCs), local public health departments (LPHDs), Indian Health Services (IHS) and community college and university health and/or counseling centers (CC&UH/CC). Based on the determined needs in the community, coalitions in each county or jurisdiction will select one of two approved evidence-based programs, Communities that Care or Community Trials, to strengthen these collaborative partnerships. As part of building this capacity, the expectation is that the coalition or a prevention provider will develop mechanisms to implement screening, brief intervention, and problem identification and referral at a primary health clinic. The FQHC, LPHD, IHS, or CC&UH/CC will then assist coalitions in identifying and referring appropriate individuals and families to participate in one of two evidence-based programs: Strengthening Families or Active Parenting for Teens: Families in Action.

PIHPs will work with coalitions in the target counties/jurisdictions to assess data and capacity needs in order to implement the PFS II and achieve the goals of the project, including the need for training and technical assistance. One of the first steps in this process is to distribute a Request for Information (RFI). The RFI will be used for the PIHPs to identify, vet, and select a coalition with the capacity to most effectively achieve the goals outlined in the PFS II grant.

29.3 Role of the PIHP

The PIHPs will be responsible for:

1. Organizing and convening the CEW and CSPPC partners and stakeholders for the purpose of implementing the PFS II project in the target county/jurisdiction.
2. Fostering community-wide and community-based collaborative among stakeholders and partners committed to addressing the priority problems.
3. Administrative activities and project management of PFS II funds including:
    a. Contracting and funding local training and technical assistance recommended by the CEWs and CSPPCs.
    b. Selecting and contracting with coalition/provider to implement the project in the target county/jurisdiction.
    c. Monitoring CEW, CSPPC, and provider progress.
    d. Preparing and submitting required financial and programmatic reports on PFS II program activity per contract requirements.
4. PIHPs will be required to convene a CEW that will conduct a county-level needs assessment utilizing local data derived from the SEOW.
5. Assisting the PFS II Evaluator in providing data services and technical assistance to programs reporting capacity, process, and outcome data.
6. PIHPs will work in collaboration with CSPPCs to develop a community-level and culturally competent Strategic Plan to implement the PFS II project.
7. PIHPs must submit a Request for Training and Technical Assistance form to BHDDA, with documented input of the CSPPC, CEW, and other stakeholders as appropriate.
8. PIHPs must submit a PFS II Strategic Plan to BHDDA with documents input of the CSPPC.

30.0 PREVENTION SERVICES

Prevention funds may be used for needs assessment and related activities. All prevention services must be based on a formal local needs assessment.

The Department's intent is to move toward a community-based, consequence-driven model of prevention. In the meantime, based on needs assessment, prevention activities must be targeted to high-risk groups and must be directed to those at greatest risk of substance use disorders and/or most in need of services within these high-risk groups. PIHPs are not required to implement prevention programming for all high-risk groups. The PIHP may also provide targeted prevention services to the general population.

The high risk subgroups include but are not limited to: children of substance abusers; pregnant women/teens; drop-outs; violent and delinquent youth; persons with mental health problems; economically disadvantaged citizens; persons who are disabled; victims of abuse; persons already using substances; and homeless and/or runaway youth Additionally, children exposed prenatally to ATOD are identified as a high-risk subgroup.

Prevention services must be provided through strategies identified by CSAP. These strategies are: information dissemination; education; alternatives; problem identification and referral; community based processes; and environmental change.

Prevention-related funding limitations the PIHP must adhere to are:

1. PIHP expenditure requirements for prevention, including Synar, as stipulated in the PIHP's allocation letter;
2. 90% of prevention expenditures are expected to be directed to programs which are implemented as a result of an evidence-based decision making process:
3. Alternative strategy activities, if provided must reflect evidence-based approaches and best practices such as multi-generational and adult to youth mentoring:
4. State-administered funds used for information dissemination must be part of a multi-faceted regional prevention strategy, rather than independent, stand-alone activity.

The PIHP must monitor and evaluate prevention programs at least annually to determine if the program outcomes, milestones and other indicators are achieved, as well as compliance with state and federal requirements. Indicators may include integrity to prevention best practice models including those related to planning prevention interventions such as risk/protective factor assessment, community assets/resource assessment, levels of community support, evaluation, etc. A written monitoring procedure, which includes requirements for corrective action plans to address issues of concern with a provider, is required.

31.0 SYNAR COVERAGE STUDY: PROTOCOL

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Under the Substance Abuse Prevention and Treatment Block Grant requirement, states must conduct annual, unannounced, random inspections of tobacco retailers to determine the compliance rate with laws prohibiting the sale of tobacco products to persons under the age of 18. These Synar surveys involve choosing a random sample of tobacco retail outlets from a well-maintained master tobacco retailer list. Every three years, each state is also required to check the coverage and accuracy of that master list by conducting a coverage study as close as possible to the time of the Synar survey.

"Coverage" indicates how completely the list contains all of the eligible outlets in the state for the Synar survey. The coverage rate is the percentage of all eligible outlets in the state that actually appear on the master list (list frame). The Substance Abuse and Mental Health Services Administration (SAMHSA) recommendation is for a ninety (90) percent coverage rate; however, the actual mandate is for eighty (80) percent coverage. The study will also provide an additional means of checking address accuracy and outlet eligibility, beyond the various methods used to clean the list regularly. This document provides the requirements for the methods and procedures for conducting the Michigan Tobacco Retailer Coverage Study Activity. The Michigan Department of Health and Human Services (MDHHS), Office of Recovery Oriented Systems of Care (OROSC), formerly MDHHS/BSAAS, coverage study design required approval from the Center for Substance Abuse Prevention (CSAP). Therefore, **variance from these procedures is not allowable.**

MDHHS/OROSC will:

1. Select geographic areas to be sampled.

2. Coordinate the participation of the involved coordinating agencies.
3. Provide protocol and necessary training/technical assistance to selected coordinating agencies.
4. Provide specific starting points and boundaries, with mapped routes, guidance, and designated number of tobacco retailers. OROSC will also provide backup protocol in case the internet maps prove to be in error. (**Note:** Predetermined routes will be used to provide consistency.)
5. Allocate a stipend, contingent upon availability of funds, for each located tobacco retailer, up to the designated number in a contract amendment.
6. Distribute and collect necessary canvassing forms.
7. Determine coverage rate.
8. Update master tobacco retailer list (list frame).
9. Report the results to SAMHSA by December 18th every three years (next coverage study will be in FY 2017).

Coverage indicates how completely the master retail list contains (*covers*) all of the eligible outlets in the State for the Synar survey. An eligible outlet is a retailer that sells tobacco and is accessible to minors. The coverage rate is the percentage of all eligible outlets in the State that actually appear on the list frame. The coverage rate can be estimated through a coverage study, which is a special ty e of survey conducted to measure the coverage or incompleteness of the list. Coverage studies (CS) are conducted every three years as required and prescribed by CSAP. The selection of regional participants is usually based on the PIHPs with the lowest retailer violation rate (RVR) with consideration given to statewide geographic diversity. The goal is to provide the federal government a representative sample of our Master Retail List and verify that the method of updating guarantees that Michigan's list is at least 80% accurate. The last CS was conducted during October 2013. The 2016 CS will occur between August 20 through September 10th, and the reports will be due on September 30, 2016. Only PIHPs that are **selected** are required to canvas their region and report. If not selected, no reporting requirements have to be fulfilled.

PIHPs will:

1. Be responsible for the completion of the coverage study activities within their regions.
2. Provide two-person "field worker" teams (two adults over age 21).
3. Michigan Protocol for Tobacco Retailer Coverage Study Page 2
4. Train, schedule, and supervise the teams in purpose, protocol, routes, and use of canvassing forms.
5. Collect canvassing forms: review for completeness, legibility, and necessary signatures. Submit canvassing forms and contact information of canvassing team membership every three years (next coverage study will be in FY 2017), by due date specified to:

   By Email (preferred): Carolyn Foxall at foxallc@michigan.gov

   By Mail (signed forms): Carolyn Foxall, MDHHS/OROSC, 320 S. Walnut, Lewis Cass Bldg. Fifth Floor, Lansing, MI 48913

By Fax: Carolyn Foxall at 517-335-2121.

PIHPs will work with their Designated Youth Tobacco Use Representatives (DYTURs) to establish and identify canvassing teams.

CANVASSING TEAMS will understand that:

1. The purpose of the coverage study is to determine the quality of the master Michigan Tobacco Retailer List (TRL).
2. In no way is the existing TRL or retailers' history to be utilized or considered.
3. These teams will physically canvass all retailers until they have found and recorded **exactly the designated number** of those selling tobacco products, regardless of the number of unvisited retailers and tobacco retailers remaining within the community. Stop when quota is reached.
    a. In some cases, additional communities are listed besides the original selection. This is done to provide an additional location to canvass in case the first selection does not hold enough tobacco retailers to net the desired canvassing total within that county.

CANVASSING TEAMS will:

1. Review protocol; ensure understanding of task and responsibilities.
2. Acquire maps, routes, and canvassing forms from the PIHP.
3. Demonstrate professional etiquette. Understandably, it is expected that canvassers will conduct themselves professionally in a way that reflects well on the PIHP and OROSC. Provide an explanation of the study's purpose utilizing the language in the first paragraph of this document. Thank merchants for their cooperation.
4. Go to the designated starting point in the assigned city/township/village and conduct the coverage study.
5. Utilize the provided map and route to locate all retail businesses and physically enter in the order that they are encountered. CSAP recommends canvassing the entire selected area. Teams may stop when they have reached the quota; however, it is recommended that the Designated Youth Tobacco Use Representatives canvass the entire selected area and submit a complete list. If this cannot be done, please provide an explanation with the report for OROSC records.
6. Make no assumption regarding whether a particular business or a type of business does or does not sell tobacco products – all businesses must be entered and assessed for tobacco sales.
7. Make exceptions to physical entry/visitation only if: 1) exterior signage clearly prohibits entry to the establishment by persons under 18 years of age, or 2) the location is determined to be dangerous to the canvassers' safety. Do not canvass beyond boundaries given. At no time, canvass beyond the county limits.

8. Notify the PIHP Prevention Coordinator **if** the mapped route is in obvious error upon arrival at the starting point. If the team is in a commercial area, secure permission to use the following backup protocol:
    a. At the primary intersection, start in any single direction on one side of the street. Continue on that side for five (5) blocks until all retail establishments have been visited within that area.
    b. Cross the street and work the way back on the opposite side to the primary intersection starting point.

If additional tobacco retailer recordings are needed, this protocol is to be used **ONLY** if the provided primary mapping proves inadequate and **ONLY** after being granted permission from the PIHP. Stay within the boundaries indicated on the provided map, and check establishments while proceeding either:

1. Five (5) blocks forward on the same street.
2. Turn one block to the right or left, and then continue parallel to the first checked street and repeat the process above.
3. Complete the provided form.
4. Legibly record only tobacco retailers that are accessible to persons under 18 years of age. Do not record visited sites that do not sell tobacco products or are not accessible by youth.
5. Include complete data for the contact information: name of store, street number, street name, city, zip code, area code, and phone number. If owner information is available, please add that to back of the form along with the name of store listed on the front. Include their email information if available.
6. Complete the rest of form as directed by column headings.
7. Both canvassers must sign and date each page of the form.
8. Check the form for completeness legibility and signatures.
9. Return the form to the PIHP by the due date requested.

32.0 OPIOID TREATMENT SERVICES

Determination of Needs/Individualized Treatment

Determination of treatment pathway shall be individualized and based on the current clinical status of a patient in conjunction with current research/best practice protocols for their need. There shall be no "automatic" determination of whether a client is served in a drug free or medication-assisted setting.

SUD services to persons who are opioid dependent shall be provided in accordance with one of the three current FDA approved medication assisted treatments for opioid dependence unless medically contraindicated. Medications shall be initiated, adjusted and/or discontinued as medically warranted, but there shall be no arbitrary termination of medication treatment simply because a client has been in care for a specified amount of time. Nor shall dosage be limited or imposed on the basis of policy requirements if they are at odds with current medical practice

standards. Treatment of opioid dependence shall combine identified counseling/behavioral health therapies in conjunction with the FDA approved medication.

32.1 Standards for the Provision of Medication Assisted Treatment

The National Institute on Drug Addiction (NIDA), the American Society of Addiction Medicine (ASAM) and the American Medical Association (AMA) have all identified addiction as a chronic and often relapsing brain disease.

All Medication Assisted Treatment (MAT) services provided to individuals identified as opioid dependent/addicted shall:

- 1) be based on current research related to opioid dependence/addiction.
- 2) consist of treatment services that are a combination of outpatient therapy utilizing DBT, CBT, Contingency Therapy, and one of the three FDA approved medications as an adjunct therapy (Methadone, Buprenorphine, Naltrexone). Counseling and medication therapies are to be offered within the same facility.
- 3) utilize individualized treatment/recovery planning driven by the person seeking treatment and based on the current clinical status of a patient in conjunction with current research/best practice protocols for their need. There shall be no "automatic" determination of whether a client is served in a drug free or medication-assisted setting.
- 4) not use urine drug screens as the sole determination for discharge, or as a predictor of current or future treatment success.
- 5) acknowledge that relapse is a natural part of the disease of addiction.
- 6) not consider abstinence as a requirement or the only required goal for treatment. Treatment goals shall address recovery markers such as: employment, participation in school, stable housing, sustained periods using only the MAT medication and other prescribed medication as instructed, taper/reduction in OTP medication, reunification/sustained unification of family, and involvement in the community.
- 7) comply with the requirements in R 325.14418.

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33.0 FETAL ALCOHOL SPECTRUM DISORDERS

Substance abuse treatment programs are in a unique position to have an impact on the fetal alcohol spectrum disorder (FASD) problem in two ways. First, it is required that these programs include FASD prevention within their treatment regimen for those women that are included in the selective or indicated group based on Institute of Medicine (IOM) prevention categories. Second, for those treatment programs that have contact with the children born to women who have used alcohol it is required that the program screen these children for FASD and, if appropriate, refer for further diagnostics services.

33.1 FASD Prevention Activities

FASD prevention should be a part of all substance abuse treatment programs that serve women. Providing education on the risks of drinking during pregnancy and FASD detection and services are easily incorporated into the treatment regimes.

The IOM Committee to Study Fetal Alcohol Syndrome has recommended three prevention approaches. The universal approach involves educating the public and influencing public policies. The selective approach is targeting interventions to groups that have increased risk for FASD problems such as women of childbearing age that drink. The indicated approach looks at groups

who have already exhibited risk behaviors, such as, pregnant women who are drinking or who gave birth to a child who has been diagnosed with FASD. This policy recommends using one of the FASD prevention curriculums for women in the selected or indicated group

33.2 FASD Screening

For any treatment program that serves women, it is required that the program complete the FASD prescreen for children that they interact with during their mother's treatment episode. Substance abuse clinicians do not need to be able to diagnose a child with any disorder in the spectrum of FASD, but do need to be able to screen for the conditions of FASD and make the proper referrals for diagnosis and treatment. The decision to make a referral can be difficult. When dealing with the biological family, issues of social stigma, denial, guilt and shame may surface. For adoptive families, knowledge of alcohol use during pregnancy maybe limited. The following guidelines were developed to assist clinicians in making the decision as to whether a referral is needed. Each case should be evaluated individually. However, if there is any doubt, a referral to a FAS diagnostic clinic should be made.

The following circumstances should prompt a clinician to complete a screen to determine if there is a need for a diagnostic referral:

1. When prenatal alcohol exposure is known and other FAS characteristics are present, a child should be referred for a full FASD evaluation when substantial prenatal alcohol use by the mother (i.e., seven or more drinks per week, three or more drinks on multiple occasions, or both) has been confirmed.
2. When substantial prenatal alcohol exposure is known, in the absence of any other positive criteria (i.e., small size, facial abnormalities, or central nervous system problems), the primary care physician should document exposure and monitor the child for developmental problems.
3. When information regarding prenatal exposure is unknown, a child should be referred for a full FASD evaluation for any one of the following:
    a. Any report of concern by a parent or caregiver that a child has or might have FASD
    b. Presence of all three facial features
    c. Presence of one or more facial features with growth deficits in weight, height or both
    d. Presence of one or more facial features with one or more central nervous system problems
    e. Presence of one or more facial features with growth deficits and one or more central nervous system problems
4. There are family situations or histories that also may indicate the need for a referral for a diagnostic evaluation. The possibility of prenatal exposure should be considered for children in families who have experienced one or more of the following:
    a. Premature maternal death related to alcohol use (either disease or trauma)
    b. Living with an alcoholic parent
    c. Current or history of abuse or neglect
    d. Current or history of involvement with Child's Protective Services

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e. A history of transient care giving institutions
f. Foster or adoptive placements (including kinship care)

The Fetal Alcohol Syndrome (FAS) Pre-Screen Form can be used to complete the screening process. It also lists the fetal alcohol diagnostic clinics located in Michigan with telephone numbers for easy referral. These clinics complete FASD evaluations and diagnostic services. The clinics also identify and facilitate appropriate health care, education and community services needed by persons diagnosed with FAS.

34.0 SUB-ACUTE DETOXIFICATION

Sub-acute detoxification is defined as supervised care for the purpose of managing the effects of withdrawal from alcohol and/or other drugs as part of a planned sequence of addiction treatment. Detoxification is limited to the stabilization of the medical effects of the withdrawal and to the referral to necessary ongoing treatment and/or support services. Licensure as a sub-acute detoxification program is required. Sub-acute detoxification is part of a continuum of care for substance use disorders and does not constitute the end goal in the treatment process. The detoxification process consists of three essential components: evaluation, stabilization, and fostering client readiness for, and entry into, treatment. A detoxification process that does not incorporate all three components is considered incomplete and inadequate.

Detoxification can take place in both residential and outpatient settings, and at various levels of intensity within these settings. Client placement to setting and to level of intensity must be based on ASAM PPC 2-R and individualized determination of client need. The following combinations of sub-acute detoxification settings and levels of intensity correspond to the LOC determination based on the ASAM PPC 2-R.

Outpatient Setting

1. Ambulatory Detoxification without extended on-site monitoring corresponding to ASAM Level I-D, or ambulatory detoxification with extended on-site monitoring (ASAM Level II-D).
2. Outpatient setting sub-acute detoxification must be provided under the supervision of a Substance Abuse Treatment Specialist. Services must have arrangements for access to licensed medical personnel as needed. ASAM Level II-D ambulatory detoxification services must be monitored by appropriately certified and licensed nurses.

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Residential Setting

- Clinically Managed Residential Detoxification - Non-Medical or Social Detoxification Setting: Emphasizes peer and social support for persons who warrant 24-hour support (ASAM Level III.2-D). These services must be provided under the supervision of a Substance Abuse Treatment Specialist. Services must have arrangements for access to licensed medical personnel as needed.
- Medically Managed Residential Detoxification - Freestanding Detoxification Center: These services must be staffed 24-hours-per-day, seven-days-per-week by a licensed

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physician or by the designated representative of a licensed physician (ASAM LevelIII.7-D).

This service is limited to stabilization of the medical effects of the withdrawal, and referral to necessary ongoing treatment and/or support services. This service, when clinically indicated, is an alternative to acute medical care provided by licensed health care professionals in a hospital setting.

35.0 RESIDENTIAL TREATMENT

Residential treatment is defined as intensive therapeutic service which includes overnight stay and planned therapeutic, rehabilitative or didactic counseling to address cognitive and behavioral impairments for the purpose of enabling the beneficiary to participate and benefit from less intensive treatment. A program director is responsible for the overall management of the clinical program, and treatment is provided by appropriate certified professional staff, including substance abuse specialists. Residential treatment must be staffed 24-hours-per-day. The clinical program must be provided under the supervision of a Substance Abuse Treatment Specialist with either full licensure or limited licensure as a psychologist, master's social worker, professional counselor, marriage and family therapist or physician. Services may be provided by a substance abuse treatment specialist or a non-degreed staff.

This intensive therapeutic service is limited to those beneficiaries who, because of specific cognitive and behavioral impairments, need a safe and stable environment in order to benefit from treatment.

36.0 DISCRETIONARY AND CATEGORICAL GRANTS FROM OROSC

For all current discretionary and categorical grants, e.g., Partnerships for Success II Grant, distributed through OROSC to sub-recipient PIHPs for counties identified for impact, the PIHPs shall continue to commit to the identified communities for a seamless and efficient process during the planning, transition and implementation periods. Substance use and mental health disorder Issues identified by the target communities (counties) must be maintained.

36.1 Addressing a Strategic Prevention Planning Framework

All prevention program planning, including mental health promotion must be conducted utilizing the SAMHSA Strategic Planning Framework (SPF) which features a data guided approach to developing strategic plans for SUD prevention and mental health promotion. PIHPs must, at a minimum, address the prevention strategic priority areas listed in the OROSC Strategic Plan - underage drinking, prescription drug abuse and youth access to tobacco - in their strategic plans utilizing the SPF process in a culturally competent manner. The PIHPs must also plan, implement and synchronize their prevention plans with interventions proven to be effective in reducing infant mortality and obesity.

For a complete description of the SPF and the OROSC publications: *Transforming Cultural and Linguistic Theory into Action; A Toolkit for Communities* and *Guidance Document; Selecting, Planning and Implementing Evidence-based Interventions for the Prevention of SUDs*, see the OROSC Prevention Website.

The development and implementation of prevention prepared communities (PPCs) will be the primary mechanism used to meet prevention goals associated with the OROSC Strategic Plan Priority Focus Areas. A PPC is a community equipped to use a comprehensive mix of data-driven prevention strategies, interventions, and programs across multiple sectors to promote emotional health and reduce the likelihood of mental illness, substance abuse (including tobacco), and suicide among youth, tribal communities, and military families.

36.2 Addressing Prevention and Mental Health Promotion Programming

Prevention programming is intended to reduce the consequences of SUDs in communities by preventing or delaying the onset of use, and reducing the progression of SUDs in individuals. Prevention is an ordered set of steps along a continuum that promotes individual, family and community health; prevents mental and behavioral disorders; supports resilience and recovery; and reinforces treatment principles to prevent relapse.

This multi-component and strategic approach should cover all age groups including support for children, senior citizens, all socio-economic classes, diverse cultures, minority and under-served populations, service men and women, gender-specific and targeted high-risk groups.

A minimum of 90 percent of the prevention services funded by the PIHPs must be evidence-based. For reference, see evidence-based guidance document.

Prevention service providers receiving community grant and other federal funding via PIHPs must evaluate prevention services implemented in the PIHP catchment areas as specified by contract and/or grant reporting requirements.

PART III
RESPONSIBILITIES OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

1.0 RESPONSIBILITIES OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

The MDHHS shall be responsible for administering the public mental health system and public substance abuse system. It will administer contracts with PIHPs, monitor contract performance, and perform the following activities:

1.1 General Provisions

1. Notify the PIHP of the name, address, and telephone number, if available, of all Medicaid, MI Child and Healthy Michigan eligibles in the service area. The PIHP will be notified of changes, as they are known to the MDHHS.
2. Provide the PIHP with information related to known third-party resources and any subsequent changes as the department becomes aware of said information. Notify the PIHP of changes in covered services or conditions of providing covered services.

3. Protect against fraud and abuse involving MDHHS funds and recipients in cooperation with appropriate state and federal authorities.
4. Administer a Medicaid fair hearing process consistent with federal requirements.
5. Collaborate with the PIHP on quality improvement activities, fraud and abuse issues, and other activities that impact on the services provided to individuals.
6. Review PIHP Customer Services Manuals.
7. Apply contract remedies necessary to assure compliance with contract requirements.
8. Monitor the operation of the PIHP to ensure access to quality care for all individuals in need of and qualifying for services.
9. Monitor quality of care provided to individuals who receive PIHP services and supports.
10. Refer local issues back to the PIHP.
11. Monitor, in aggregate, the availability and use of alternative services.
12. Coordinate efforts with other state departments involved in services to the population.
13. When repeated health and welfare issues/emergencies are raised or concerns regarding timely implementation of medically necessary services the MDHHS authority to take action is acknowledged by the PIHP.

1.2 Contract Financing
MDHHS shall pay, to the PIHP, Medicaid funds as agreed to in the contract.

The MDHHS shall immediately notify the PIHP of modifications in funding commitments in this contract under the following conditions:

1. Action by the Michigan State Legislature or by the Center for Medicare and Medicaid Services that removes any MDHHS funding for, or authority to provide for, specified services.
2. Action by the Governor pursuant to Const. 1963, Art. 5, 320 that removes the MDHHS's funding for specified services or that reduces the MDHHS's funding level below that required to maintain services on a statewide basis.
3. A formal directive by the Governor, or the Michigan Department of Management and Budget (State Budget Office) on behalf of the Governor, requiring a reduction in expenditures.

In the event that any of the conditions specified in the above items A through C occur, the MDHHS shall issue an amendment to this contract reflective of the above condition.

2.0 FRAUD AND ABUSE REPORTING RESPONSIBILITIES

The MDHHS has responsibility and authority to make fraud and/or abuse referrals to the Office of the Attorney General, Health Care Fraud Division. Contractors who have any suspicion or knowledge of fraud and/or abuse within any of the MDHHS's programs must report directly to the MDHHS by calling 1(855) MI FRAUD (643-7283) or by sending a memo to:

Michigan Department of Health and Human Services
Office of the Inspector General

P. O. Box 30062
Lansing, MI 48909

When reporting suspected fraud and/or abuse, the contractor should provide, if possible, the following information to MDHHS:

- Nature of the complaint
- The name of the individuals or entity involved in the suspected fraud and abuse, including name, address, phone number and Medicaid identification number and/or any other identifying information

The contractor shall not attempt to investigate or resolve the reported alleged fraud and/or abuse. The contractor must cooperate fully in any investigation by the MDHHS or Office of the Inspector General, and with any subsequent legal action that may arise from such investigation.

Transformation Steering Committee, Recovery Oriented System of Care
Recovery Policy and Practice Advisory
Version: 10.15.15

Purpose and Application

It is the policy of Michigan Department of Health and Human Services (MDHHS) that services and supports provided to individuals with behavioral health disorders (the term 'behavioral health' equates to substance use and mental health disorders) are based in recovery and embedded within a recovery oriented system of care. This policy and practice guideline specifies the expectations for the Pre-paid Inpatient Health Plans (PIHPs), Community Mental Health Service Programs (CMHSPs) and their provider networks. It is the culmination of a series of intentional milestones that include: the creation and evolution of the Recovery Oriented System of Care (ROSC) Transformation Steering Committee (TSC); the intension inclusion of persons with lived experience within all aspects of the behavioral health system (to give voice); establishment of Michigan Recovery Voices (to share resources) and the development of a peer workforce to provide services and supports (to enhance the recovery services system).

In order to move toward a recovery-based system of services, the beliefs and knowledge about recovery must be strengthened. MDHHS has worked diligently over the past several years toward the goal of effective transformation of behavioral health services to be recovery oriented and based in a recovery oriented system. To that end, MDHHS requested that the ROSC/TSC to develop and has adopted the following recovery statement, guiding principles and expectations for systems change:

Recovery Statement

[An individual's] **Recovery from Mental Disorders and/or Substance Use Disorders:** A process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential. (SAMHSA 2012) (ROSC/TSC 2015)

Recovery oriented *system* of care supports an individual's journey toward recovery and wellness by creating and sustaining networks of formal and informal services and supports. The opportunities established through collaboration, partnership and a broad array of services promote life enhancing recovery and wellness for individuals, families and communities. (ROSC TSC 2010)

Guiding Principles of Recovery

The following principles outline essential features of recovery for the individual, as well for creating and enhancing a behavioral health recovery oriented system of care in which to embed recovery services and supports:

Recovery emerges from hope

The belief that recovery is real provides the essential and motivating message of a better future—that people and do overcome the internal and external challenges, barriers, and obstacles that confront them. Hope is internalized and can be fostered by peers, families, providers, allies, and others. Hope is the catalyst of the recovery process.

Recovery is person-driven

Self-determination and self-direction are the foundations for recovery as individuals define their own life goals and design their unique path(s) towards those goals. Individuals optimize their autonomy and independence to the greatest extent possible by leading, controlling, and exercising choice over the services and supports that assist their recovery and resilience. In so doing, they are empowered and provided the resources to make informed decisions, initiate recovery, build on their strengths, and gain or regain control over their lives.

The system of care promotes person driven recovery will be individualized, person/family/community-centered, comprehensive, stage-appropriate, and flexible. It will adapt to the needs of individuals and communities, rather than requiring them to adapt to it. Individuals receiving services will have access to a menu of stage-appropriate choices that fit their needs throughout the recovery process. The approach will change from an acute, episode-based model to one that helps people manage this chronic disorder throughout their lives. Prevention services will be developmentally appropriate and engage the multiple systems and settings that have an impact on health and wellness. Prevention efforts will be individualized based on the community's needs, resources, and concerns.

Recovery occurs via many pathways

Individuals are unique with distinct needs, strengths, preferences, goals, culture, and backgrounds—including trauma experience—that affect and determine their pathway(s) to recovery. Recovery is built on the multiple capacities, strengths, talents, coping abilities, resources, and inherent value of each individual. Recovery pathways are highly personalized. They may include professional clinical treatment; use of medications; support from families and in schools; faith-based approaches; peer support; and other approaches. Recovery is nonlinear, characterized by continual growth and improved functioning that may involve setbacks. Because setbacks are a natural, though not inevitable, part of the recovery process, it is essential to foster resilience for all individuals and families. Abstinence from the use of alcohol, illicit drugs, and non-prescribed medications is the goal for those with addictions. Use of tobacco and non-prescribed or illicit drugs is not safe for anyone. In some cases, recovery

pathways can be enabled by creating a supportive environment. This is especially true for children, who may not have the legal or developmental capacity to set their own course.

Recovery is holistic

Recovery encompasses an individual's whole life, including mind, body, spirit, and community. This includes addressing: self-care practices, family, housing, employment, transportation, education, clinical treatment for mental disorders and substance use disorders, services and supports, primary healthcare, dental care, complementary and alternative services, faith, spirituality, creativity, social networks, and community participation. The array of services and supports available should be integrated and coordinated.

This system will offer a continuum of care that includes prevention, early intervention, treatment, continuing care, and support throughout recovery. Individuals will have a full range of stage-appropriate services to choose from at any point in the recovery process. Prevention services will involve the development of coordinated community systems that provide ongoing support, rather than isolated, episodic programs.

Recovery is supported by peers and allies

Mutual support and mutual aid groups, including the sharing of experiential knowledge and skills, as well as social learning, play an invaluable role in recovery. Peers encourage and engage other peers and provide each other with a vital sense of belonging, supportive relationships, valued roles, and community. Through helping others and giving back to the community, one helps one's self. Peer-operated supports and services provide important resources to assist people along their journeys of recovery and wellness. Professionals can also play an important role in the recovery process by providing clinical treatment and other services that support individuals in their chosen recovery paths. While peers and allies play an important role for many in recovery, their role for children and youth may be slightly different. Peer supports for families are very important for children with behavioral health problems and can also play a supportive role for youth in recovery.

This system of care will promote ongoing involvement of peers, through peer support opportunities for youth and families and peer recovery support services for individuals with behavioral health disorders. Individuals with relevant lived experiences will assist in providing these valuable supports and services.

Recovery is supported through relationship and social networks

An important factor in the recovery process is the presence and involvement of people who believe in the person's ability to recover; who offer hope, support, and encouragement; and who also suggest strategies and resources for change. Family members, peers, providers, faith groups, community members, and other allies form vital support networks. Through these relationships, people leave unhealthy and/or unfulfilling life roles behind and engage in new roles (e.g., partner, caregiver, friend, student, employee) that lead to a greater sense of belonging, personhood, empowerment, autonomy, social inclusion, and community participation.

Recovery is culturally-based and influenced

Culture and cultural background in all of its diverse representations—including values, traditions, and beliefs—are keys in determining a person's journey and unique pathway to recovery. Services should be culturally grounded, attuned, sensitive, congruent, and competent, as well as personalized to meet each individual's unique needs.

The system of care will be culturally sensitive, gender competent, and age appropriate. There will be recognition that beliefs and customs are diverse and can impact the outcomes of prevention and treatment efforts.

Recovery is supported by addressing trauma

The experience of trauma (such as physical or sexual abuse, domestic violence, war, disaster, and others) is often a precursor to or associated with alcohol and drug use, mental health problems, and related issues. Services and supports should be trauma-informed to foster safety (physical and emotional) and trust, as well as promote choice, empowerment, and collaboration.

Recovery involves individual, family, and community strengths and responsibility

Individuals, families, and communities have strengths and resources that serve as a foundation for recovery. In addition, individuals have a personal responsibility for their own self-care and journeys of recovery. Individuals should be supported in speaking for themselves. Families and significant others have responsibilities to support their loved ones, especially for children and youth in recovery. Communities have responsibilities to provide opportunities and resources to address discrimination and to foster social inclusion and recovery. Individuals in recovery also have a social responsibility and should have the ability to join with peers to speak collectively about their strengths, needs, wants, desires, and aspirations.

The system of care that fosters this dynamic will acknowledge the important role that families, significant others and communities can play in promoting wellness for all and recovery for those with behavioral health disorder challenges. It will be incorporated, whenever it is appropriate, into needs-assessment processes, community planning efforts, recovery planning and

all support processes. In addition, our system will provide prevention, treatment, and other support services for the family members and significant others of people with behavioral health disorders.

Recovery is based on respect

Community, systems, and societal acceptance and appreciation for people affected by mental health and substance use problems—including protecting their rights and eliminating discrimination—are crucial in achieving recovery. There is a need to acknowledge that taking steps towards recovery may require great courage. Self-acceptance, developing a positive and meaningful sense of identity, and regaining belief in one's self are particularly important.

Inclusion of the voices and experiences of recovering individuals, youth, family, and community members

The voices and experiences of all community stakeholders will contribute to the design and implementation of our system. People in recovery, youth, and family members will be included among decision-makers and have oversight responsibilities for service provision. Recovering individuals, youth, family, and community members will be prominently and authentically represented on advisory councils, boards, task forces, and committees at state and local levels.

Integrated strength-based services

The system will coordinate and/or integrate efforts across service systems, particularly with primary care services, to achieve an integrated service delivery system that responds effectively to the individual's or the community's unique constellation of strengths, desires, and needs. An integral aspect of this system is the partnership/consultant model that focuses more on collaboration and less on hierarchy. Systems will be designed so that individuals, families, and communities feel empowered to direct their own journeys of recovery and wellness.

Services that promote health and wellness will take place within the community

Our system of care will be centered within the community, to enhance its availability and support the capacities of families, intimate social networks, community-based institutions, and other people in recovery. By strengthening the positive social support networks and addressing environmental determinants to health in which individuals participate, we can increase the chances for successful recovery and community wellness.

Outcomes-driven

Our system will be guided by recovery-based process and outcome measures. These measures will be developed in collaboration with individuals in recovery and with the community. Outcome measures will be diverse and encompass measures of community wellness as well as the long-term global effects of the recovery process on the individual, family, and community – not just the remission of behavioral and biomedical symptoms. Outcomes will focus on individual, family, and community indicators of health and wellness, including benchmarks of quality-of-life changes for people in recovery.

System-wide education and training

Our behavioral health system will seek to ensure that concepts of prevention, recovery, and wellness are foundational elements of curricula, certification, licensure, accreditation, and testing mechanisms. The workforce also requires continuing education, at every level, to reinforce the tenets of ROSC. Our education and training commitments are reinforced through policy, practice, and the overall service culture.

Research-based

Our system will be data driven and informed by research. Additional research with individuals in recovery, recovery venues, and the processes of recovery (including cultural and spiritual aspects) will be essential to these efforts. Research related to Behavioral health disorders will be supplemented by the experiences of people in recovery.

Expectations for Implementation of Recovery Practices

Based on the above guiding principles, the ROSC/TSC established the following expectations to guide organizations at all levels in creating an environment and system of behavioral health services and supports that foster recovery and create a recovery oriented system of care:

1. Promote changes in state law and policies at all levels to create a system with an expanded recovery service array that can be easily accessed via many pathways by individuals needing services and supports.

   Requirements:

- Provide ongoing education to stakeholders on recovery principles and practices in conjunction with state level policies influencing recovery service and supports.

- Develop and maintain a plan to educate and increase communication within the broader community using guidance and leadership from local and regional service providers, community prevention advocates, and recovery committees/councils.

- Provide knowledge and education in partnership with the ROSC/TSC to stakeholders on recovery related policies and practices.

2. Develop policies and procedures that ensure seamless and timely entry and re-entry into services and supports.

   Requirements:

   - Utilize data and electronic recordkeeping to facilitate confidential access to individual information and service records that will expedite access to services and supports, and reduce excess and duplicative information gathering and redundant paperwork.

   - Assure pathways are in place for expedited reentry into services for individuals who have been away from services, but once again need services and supports from the public behavioral health system.

   - Provide guidance during ongoing recovery planning including verbal and written information on how to access behavioral health and other community based services.

3. Align policies, procedures and practices to; 1) foster and protect individual choice, control, and self-determination; 2) assure the provision of services that are holistic, culturally based and influenced, strength- and research-based, and trauma informed, and 3) are inclusive of person-centered planning process, community based services and supports, and enhanced collaborative partnerships.

   Requirements:

- Develop and enhance recovery planning processes using baseline data and ongoing regional recovery survey results to improve and expand the behavioral health recovery services system of care, and to strengthen the quality and delivery of recovery services and supports.

- Assess an estimate the impact on cost of services annually, when significant changes occur to the individualized services plan via person-centered selection of culturally influenced, research and strength based services within a recovery oriented environment.

- Provide training and mentoring opportunities to individuals receiving services/peers to become independent facilitators of both person-centered planning and self-determination practices.

4. Encourage the availability of peer services and supports including the option of working with Certified Peer Support Specialists (CPSS) and/or Recovery Coaches as a choice for individuals throughout the service array, and within the individualized planning process.

   Requirements:
   - Develop and implement an educational approach with written materials to provide information to stakeholders on peer services and supports.

   - Provide information on the choices and options of working with peers in a journey of recovery including CPSS/Recovery Coaches as part of the person-centered planning process.

   - Collect baseline data on the number of individuals who receive peer services and supports - include a proactive plan on increasing the number of individuals utilizing these serves.

5. Align services and supports to promote and ensure access to quality health care and the integration of behavioral and physical health care. Specific services and concerns to address include: screening; increased risk assessments; holistic health education; primary prevention; smoking cessation and weight reduction.

   Requirements:

- Regularly offer and provide classes ideally promoted, led and encouraged by peers related to whole health, including Personal Action Toward Health (PATH), Wellness Recovery Action Planning (WRAP), physical activity, smoking cessation, weight loss and management etc.

- Collect information on behavioral health morbidity, mortality and co-morbid conditions with a strategic planning process to address and decrease risk factors associated with early death. Include information on identified community resources for healthcare services.

- Provide referrals and outreach to assist individuals with meeting their basic needs, including finding affordable housing, having enough income to address risk factors associated with poverty, employment and education assistance, etc.

- Identify, develop and strengthen community partnerships to promote models and access for the integration of physical and behavioral health.

- Discuss and coordinate transportation for individuals to attend appointments, classes and health-related activities discussed in the person-centered planning process.

6. Assess and continually improve recovery promotion, competencies, and the environment in organizations throughout the recovery services system of care.

   Requirements:

   - Complete a strategic planning process that builds on the actions of and information from the ROSC/TSC, including results from the recovery survey implementation and review identified as part of the statewide RFA process.

   - Provide ongoing education on recovery services, recovery oriented systems of care, and environments that promote recovery with all staff (executive management, psychiatrists, physicians, case managers, clinicians/counselors, support staff), leadership, board members, recovery councils, community members, etc.

   - Include a list of recovery oriented competencies (protocols and practice) in employee job descriptions and performance evaluations.

- Work in partnership with individuals receiving services, CPSS/Recovery Coaches, program staff (medical, clinical, supervisory/administrative, support), and community and family members in all aspects of the development and delivery of recovery-oriented services and supports, needed trainings and recovery oriented activities.

How Michigan's Efforts Align with Federal Policy

MDHHS recognizes that recovery is highly individualized and requires support form a recovery oriented system of care. It is also a process, vision, conceptual framework that should adhere to guiding principles, but most importantly it is recognized and supported through a series of initiatives, trainings, and educations resources as well as state and national policies. Recovery emphasizes individual circumstances and needs, the strong voice and advocacy of people with lived experience, a broad array of services and supports within a recovery oriented system of care, and the commitment of partners and key stakeholders. By drawing on a combination of personal experiences, a knowledgeable services system that promotes and supports recovery, communities committed to health and wellness, a driving force for recovery oriented systems transformation is created and maintained.

In 2012, the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) published this definition of recovery from Mental Disorders and/or Substance Use Disorders: A process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential. This definition along with Guiding Principles of Recovery, including those from SAMHSA are provided earlier in this Policy and Practice Advisory, and are at the core of Michigan's behavioral health recovery system and infrastructure.

After the review of recovery and recovery oriented systems of care definitions and guiding principles, the ROSC TSC has identified the following Elements of ROSC/Recovery to be adhered to by those providing behavioral health services.

Elements of a ROSC/Recovery:

- Holistic and integrated services beyond symptom reduction
- Person-Driven
- Continuity of care - assertive outreach and engagement; and ongoing monitoring and support
- Culturally responsive services.
- Occurs via many pathways
- Peer supports and services
- Community health and wellness.
- Family and Significant Other Involvement

- Systems/services anchored in the community
- Evidence- and Strength- based practices
- Trauma informed
- Based in respect

True change will require a series of legislative actions, state and federal policies and Mental Health and Public Health Code changes intentionally designed to promote the construct and elements of recovery supports and services. Few states, Michigan included, have developed a policy and practice guideline on recovery, thus, MDHHS relied on the work, ideas of the now disbanded Michigan Recovery Council and the ongoing work and initiatives of the ROSC/TSC to craft this document.

Successful implementation of these guiding principles and recommendations for systems change will demand an active response from MDHHS, the Behavioral Health and Developmental Disabilities Administration, the Pre-paid Inpatient Health Plans, the CMHSPs, and the behavioral health provider system, with active support form persons with lived experience, persons in recovery, and communities across the state. This policy and practice advisory must be treated like recovery itself, with meaning, purpose, and dedication to support individual and system change that will support recovery as "ongoing personal and unique journey of hope, growth, resilience and wellness." Great effort will be required to ensure that this policy and practice advisory is embraced and implemented. The ROSC/TSC and MDHHS look forward to assessing progress toward these principles every year.

Behavioral Health

Individual Recovery and Recovery Oriented Systems of Care

Planning, Reporting, and Evaluating

This document contains:
Information, directions, and forms for continued Recovery/ROSC transformation planning, reporting and evaluating;
and
An attachment to be utilized for educational and informational purposes

Table of Contents

Information, Directions, and Forms for Recovery/ROSC Transformation Planning and Reporting

Attachment: Framework and Infrastructure for Recovery Oriented Systems of Care and Individual Recovery Initiatives

Proposed Contract Language

To assure inclusion and application of recovery principles: PIHPs are required to continue implementation and enhancement of recovery services and systems development through the use of Conceptual, Practice, and Contextual alignment.

See attached forms and instructions.

Utilizing the Alignment Framework:
A Tool for Planning, Implementation, Enhancement, Reporting and Evaluating
Instructions

This framework to guide the recovery transformation Planning, Implementation, Enhancement, Reporting and Evaluating process is the transformation framework developed by Achara-Abrahams, Evans, & King, 2001). It involves three primary strategies that must be implemented in a way that promotes a culturally competent service delivery system.

Conceptual Alignment: This alignment targets the promotion of conceptual and philosophical clarity regarding the system's collective vision of transformation. During this process, the core values, principles, and ideas upon which a recovery oriented system of care will be built are defined through an inclusive process.

Practice Alignment: This focuses on changing stakeholder behaviors and processes across the system, so that they are consistent with the stated vision of recovery and resilience. Change leaders are focused on developing mechanisms to translate the theoretical concepts of recovery and resilience into concrete practices at various levels and in diverse parts of the system.

Contextual Alignment: Activities are designed to sustain the transformation over time. While practice changes constitute a necessary part of the process, these changes cannot be implemented in a vacuum. To be sustained over time, they must be accompanied by contextual changes that will facilitate their long-term success. Many of these changes in context include policy, regulatory, and fiscal changes; increased political advocacy; activities that increase community support for people in recovery; and efforts that address stigma and strengthen the health of the community for all people.

These strategies are not linear, and at each phase of the transformation process there will be a continued need to align thinking, practices, and the fiscal/policy environment with the vision for the system. During some phases, however, certain strategies play a more prominent role. For example, in the initial stages of the transformation process, it is critical that sufficient time be invested in developing a shared vision for the system.

Moving forward to transform, enhance, and maintain recovery services and a system that embraces and supports recovery, it is important to be mindful of the efforts used to strengthen the services/system as we proceed. The need to successfully grow a recovery oriented system of care populated with services that facilitate individual recovery is incumbent on all parts of the behavioral health system. To bring structure to this process and make easier the regions planning and actions in this regard, the Behavioral Health and Developmental Disabilities Administration (BHDDA) is providing a mechanism and process for planning, (implementation, enhancement) reporting and evaluating the regions ROSC/Recovery initiative and general progress.

Utilizing the framework described above, and providing a matrix to be used for planning and reporting on ROSC/Recovery transformation and growth efforts the BHDDA is implementing this process to create consistency in the manner in which the ten PIHP Regions address continuing transformation and growth process.

Table 1: provides structure and guidance on the planning and reporting of Recovery/ROSC transformation and growth by defining the three types of alignments (conceptual, practice, and contextual); and this Table delineates the kinds of initiatives that should be undertaken within the scope of each alignment (beginning, intermediate, and advanced) to advance and enhance Recovery/ROSC.

Table 2 is the actual matrix on which you will record your planning efforts and report the results of these initiatives. Portions of Table 2 are pre-filled utilizing the elements of ROSC/Recovery as identified within the guidelines for the same. These include: holistic and integrated services beyond symptom reduction; person-driven; continuity of care – assertive outreach and engagement, and ongoing monitoring and support; culturally responsive services; occurs via many pathways; peer supports and services; community health and wellness; family and significant other involvement; systems/services anchored in the community; evidence- and strength-based services; trauma informed; and based in respect. These elements are provided down the vertical axis at the left of the page. Within the horizontal access you will find the three alignment types: conceptual, practice, and contextual as well as the phases of early, intermediate and advanced levels of those alignment activities.

While planning services related to the elements of ROSC/Recovery consideration must also be given to the priorities for the direction of ROSC/behavioral health services, which are: behavioral health and primary healthcare integration; community health promotion; recovery support services that are peer-based; prevention services that are environmental and population-based; and services and supports whose focus is expanded, including both the continuum of care (from pre-treatment services to post-treatment services and supports) and the content of care (beyond supporting abstinence) to promoting community health and helping people build meaningful lives in the community.

Also within the matrix you will find some pre-filled examples of how to complete an item within a cross-hatched box – a cross-hatched box being the point at which a line originated from the vertical axis intersects with a column from the horizontal axis. To assist in identifying where these examples are located: there is one located in the cross-hatch box of Community Health and Wellness x Conceptual Alignment – Advanced. A second and third can be found in cross-hatch boxes Peer Supports and Services x Practice Alignment – Advanced, and Family and Significant Other Involvement x Practice Alignment - Early, respectively. Within the cross-hatch boxes, for each planned/reported activity, there needs to be: 1) the appropriate general type of initiative (selected from table 1); whether this activity is at the early, intermediate or advanced stage of this process within the region; and 3) the activity/initiative itself. If there are multiple activities/initiatives listed within the same cross-hatch box please number them consecutively. Again, the examples will assist in clarifying how to complete the plan/report.

It is the PIHP that will complete **the plan** and/or the report matrices in Table 2 for their region. The plan however, is intended to be developed by a team of intentionally selected, well informed individuals within the region, representing: behavioral health, other agency/organizations, key stakeholders, community members/leadership, and persons with lived experience. **The report** will require the gathering of related information for each of the planned items, and a synthesis of this information when reporting on each planned, numbered item in the populated cross-hatched boxes.

The BHDDA intentionally developed a system that would complement surveys selected by the regions to measure progress in ROSC/Recovery efforts. The surveys selected by each region, and approved by BHDDA, include one or more of the following, which were identified during the RFA process: Recovery Self Assessment (RSA) – Person in recovery version; Recovery Self Assessment (RSA) –Family/significant other/advocate version; Recovery Self Assessment (RSA) – Provider version;

Recovery Self Assessment (RSA) – CEO/Agency director version; and the REE-MI. To link the questions on the RSA and REE surveys, each question was associated (by a team of individuals) to one of the three alignment types from planning/reporting Tables 1 and 2. Each survey questions response selection had a number scale for grading responses with the exception of the REE-MI. In the case of that survey a number scale was assigned for this purpose. For all of the conceptual, practice and contextual alignment type questions, add up the points for each question/alignment type, then divide by the total number of questions of the same alignment type to determine an average score for that alignment – EXAMPLE: to begin let's assume that the following represent the scores for all of the practice alignment type questions: 3, 4, 3, 1, 3, 2, 3, and these number scores were taken from the seven practice alignment type questions identified on one of the RSA surveys. Then add the score from these seven questions, which equals 19, and dividing 19 by seven (the number of practice alignment questions) - this results in the average score of 2.71 for practice alignment. Continue this process until scores have been determine for the three alignment types for all Recovery/ROSC surveys that you utilize. While this correlation and scoring process may take some time up front, the information received will be of great value.

The next step in this process is to enter these results into Table 3a for all RSA surveys and Table 3b for the REE-MI survey. The tables are clearly marked with the name of the survey, the type of alignment, and provides a place for previous survey scores, current survey scores, and the variance between the two. Please note: This is the first year that you are being required to use this process and these forms. Therefore, you are only required to enter information the current year's survey results. Having made that clarification, if you would like to enter results from a previous implementation of these surveys, that would provide you with variance information that may aid in planning for next fiscal year, but this is not required. In the future (beyond this year's survey results), you will be required to enter this year (as the previous year) and the new current year information and provide the variance.

By engaging in this process each PIHP region will be able to assess progress/growth, stagnation or decline in each ROSC/Recovery alignment area. While this information will be reported to BHDDA, it will be used for informational purposes only, and to identify what technical assistance and training with regard to ROSC/Recovery may be of use to the different PIHP regions.

Planning, Reporting and Evaluation Due Dates:

Table 2: Annual Planning matrices are due ~~October 1~~, ~~1~~2017 ~~5~~December 31, 2016

Table 2: ~~Quarterly~~ Annual Reporting matrices are due by ~~the end of the month after the close of the quarter, i.e., 1st Quarter – January 31, 2016; 2nd Quarter – April 30, 2016; 3rd Quarter – July 31, 2016; and 4th Quarter – October 31, 2016~~February 28, 2018

Table 3a and 3b: Annual Survey Information forms are due October 31, 201~~8~~7~~6~~

Table 1: ROSC Framework for the Transformation Process

	Phase I Beginning	Phase II Intermediate	Phase III Advanced
Conceptual Alignment (Develop consensus; promote an in-depth understanding of a culturally competent ROSC)	Increase awareness of the need for the development of a ROSC in Michigan Develop a shared vision for change among all stakeholders	Increase awareness of the implications of a ROSC for other systems (e.g., criminal justice, child welfare) Increase stakeholder understanding of effective ways of implementing recovery-oriented services and supports	Increase awareness of the types of services and supports within Michigan that are leading to better outcomes Realign the vision for the system based on lessons learned, successes, and challenges [through communication with the TSC]

	Develop ROSC definition and guiding principles that apply to treatment and prevention Increase [regional and Local] stakeholder understanding of the differences between a ROSC and a traditional system, including implications for treatment and prevention		
Practice Alignment (Align services and supports with a recovery, resilience and culturally competent orientation)	Identify initial recovery-oriented practices that will be prioritized in the transformation process Disseminate information about practices throughout the system [and regionally/locally] Conduct baseline assessments Identify/initiate potential pilots Mobilize the recovery community and other community stakeholders	Support the implementation of recovery-oriented practices through the development of technical advisories, training, technical assistance, relevant work groups, etc. Support the implementation of pilot projects Conduct rapid-cycle change projects Collaborate across systems to promote practice alignment	Conduct outcome assessments Disseminate lessons learned Provide advanced training and technical assistance Increase collaboration with other systems around the provision of recovery-oriented services Identify additional recovery-oriented practices that will be prioritized
Contextual Alignment (Change policy, fiscal, regulatory and administrative infrastructure so that it supports the sustainability of Michigan's culturally competent ROSC)	Identify fiscal, policy and regulatory barriers to delivering services and supports that promote recovery and resilience Identify strategies for addressing barriers to implementation Develop strategies to engage the community to support ROSC	Align fiscal and policy infrastructure to support recovery-oriented services Identify and address contextual challenges that arise within the pilot projects	Conduct cost/benefit analyses in various parts of the system Identify ongoing policy/fiscal challenges Increase expectations around the delivery of recovery-oriented care, through changes in contract language, inclusion in RFPs Actively address regulatory barriers to the full implementation of practice changes

Table 2: Plan and Report on Action/Progress toward ROSC/Recovery Implementation and Enhancement Select the Appropriate Option: ___ Annual Plan or ___ Quarterly Reporting Form			
Elements of ROSC/Recovery	**Conceptual Alignment** **Phase 1: Early** **Phase 2: Intermediate** **Phase 3: Advanced** *When reporting Indicate to which phase your activity/accomplishment is associated*	**Practice Alignment** **Phase 1: Early** **Phase 2: Intermediate** **Phase 3: Advanced** *When reporting Indicate to which phase your activity/accomplishment is associated*	**Contextual Alignment** **Phase 1: Early** **Phase 2: Intermediate** **Phase 3: Advanced** *When reporting Indicate to which phase your activity/accomplishment is associated*
	(Develop consensus; promote an in-depth understanding of a ROSC/Recovery)	(Align services and supports with a ROSC/Recovery and resilience orientation)	(Change policy, fiscal, regulatory and administrative infrastructure so that it supports the sustainability of ROSC/Recovery)
▪ Holistic and integrated services beyond symptom reduction			
▪ Person-Driven			
▪ Continuity of care - assertive outreach and engagement; and ongoing monitoring and support			
▪ Culturally responsive services.			
▪ Occurs via many pathways			
▪ Peer supports and services		**Example:** [Identify additional recovery oriented practices that will be prioritized] Advanced: Continue the availability of effective peer run organizations which provide varying levels of peer support services.	
▪ Community health and wellness	**Example:** [Increase awareness of the types of services and supports within Michigan that are leading to better outcomes] Advanced: Established an advisory Council inclusive of persons with lived experience, to make		

	recommendations on environmental prevention strategies to improve community wellness		
▪ Family and Significant Other Involvement		**Example:** [Conducting baseline assessments] Early: Implemented Region –wide the Recovery Self-Assessment (RSA) – Family, Significant Other, Advocate Version	
▪ Systems/services anchored in the community			
▪ Evidence- and Strength- based practices			
▪ Trauma informed			
▪ Based in respect			

~~Select the Appropriate Option from below:~~

~~Reporting Due Dates: ___1st Qtr. January 31, 2016Z ___2nd Qtr. April 30, 2016Z ___3rd Qtr. July 31, 2016Z ___4th Qtr. October 31, 2016Z~~

Utilizing the Recovery Survey Tools

Process for the RSA Survey User(s):

Identify each question on the individual RSA surveys tool as being associated to Conceptual, Practice, or Contextual Alignment. For each type of alignment add up the scores given to each of those questions, then divide that total number by the number of that alignments questions...EXAMPLE: let's say that the RSA Provider survey has five Practice Alignment questions and the survey responses to these five quests are – 3.0, 4.0, 1.0, 4.0, and 4.0. Adding the response numbers together you get 16.0., then divide by 5 and the average score for Practice alignment is 3.2. For those who have done baseline or previous usage of this survey utilize the same scoring process for that survey.

Once you have totaled the information from the previous and current survey periods compare the two number totals, and identify the differences so as to show progressive or regressive outcomes for transformation efforts related to each alignment. Use this information to inform your future planning initiatives targeting areas of regression or little to no progression. It may take some time to calculate your base line and current survey numbers, however, this will provide you with good information for planning and showing progress in your transformation efforts.

Identify each of the RSA survey forms being used in your region, please show the previous survey result numbers compared to the current survey result numbers and the progressive or regressive variance.

Table 3a: RSA Survey Forms Information

	Previous RSA Survey Alignment Scores Date of Survey: ____	Current RSA Survey Alignment Scores Date of Survey: ____	Variance between Previous and Current RSA Survey Scores
RSA Survey – Individual Recovery			
Type of Alignment			
Conceptual Alignment			
Practice Alignment			
Contextual Alignment			
RSA Survey - Program Provider			
Type of Alignment			
Conceptual Alignment			
Practice Alignment			
Contextual Alignment			
RSA Survey – Management/Administration			
Type of Alignment			
Conceptual Alignment			
Practice Alignment			
Contextual Alignment			

RSA Survey – Family and Significant Others			
Type of Alignment			
Conceptual Alignment			
Practice Alignment			
Contextual Alignment			

RSA Survey Forms Table - EXAMPLE			
	Previous RSA Survey Alignment Scores Date of Survey: _____	**Current RSA Survey Alignment Scores Date of Survey:** _____	**Variance between Previous and Current RSA Survey Scores**
RSA Survey – Family and Significant Others			
Type of Alignment			
Conceptual Alignment	28.0	35.0	+7
Practice Alignment	16.0	12.0	-4
Contextual Alignment	21.0	21.0	No Change

Process for the REE Survey User(s):

Beginning with section three of the REE Survey and going through section five identify each question on the individual RSA surveys tool as being associated to Conceptual, Practice, or Contextual Alignment. Then using the following scoring key assign every numbered and lettered question the numeric value identified in the key, i.e., a "strongly agree" response would be assigned the number four.

Strongly Agree (SA) = 4.0
Agree (A) = 3.0
Disagree (D) = 2.0
Strongly Disagree (SD) = 1.0

Next, for each type of alignment add up the scores given to each of those questions, then divide that total number by the number of that alignments questions...EXAMPLE: let's say that the REE survey, section three has five Practice Alignment questions and the survey responses value to these five quests are – 3.0, 4.0, 1.0, 4.0, and 4.0. Adding the response numbers together you get 16.0., then divide by 5 and the average score for Practice alignment is 3.2. For those who have done baseline or previous usage of this survey utilize the same scoring process for that survey so that you can do a comparative analysis.

Once you have totaled the information from the previous and current survey periods compare the two number totals, and identify the differences so as to show progressive or regressive outcomes for transformation efforts related to each alignment. Use this information to inform your future planning initiatives targeting areas of regression or little to no progression. It may take some time to calculate your base line and current survey numbers, however, this will provide you with good information for planning and showing progress in your transformation efforts.

Table 3b: REE-MI Survey Form Information

	Previous REE Survey Alignment Scores Date of Survey: _____	Current REE Survey Alignment Scores Date of Survey: _____	Variance between Previous and Current REE Survey Scores
REE Survey – Section III			
Type of Alignment			
Conceptual Alignment			
Practice Alignment			
Contextual Alignment			
REE Survey – Section IV			
Type of Alignment			
Conceptual Alignment			
Practice Alignment			
Contextual Alignment			
REE Survey – Section V			
Type of Alignment			
Conceptual Alignment			
Practice Alignment			

Contextual Alignment			
REE Survey Form Table - EXAMPLE			
	Previous REE Survey Alignment Scores Date of Survey: _____	**Current REE Survey Alignment Scores Date of Survey:** _____	**Variance between Previous and Current REE Survey Scores**
REE Survey – Section III			
Type of Alignment			
Conceptual Alignment	28.0	35.0	+7
Practice Alignment	16.0	12.0	-4
Contextual Alignment	21.0	21.0	No Change

Attachment:
Framework and Infrastructure for
Recovery Oriented Systems of Care and Individual Recovery Initiatives

Effective pursuit and support of recovery has a dual focus: 1) the development and maintenance of a recovery oriented services system anchored in the community and 2) a process that is dedicated to supporting personal recovery through the provision of necessary and needed services and supports. One cannot exist without the other.

A ROSC is not a program; it is a philosophical construct by which a behavioral health system (SUD and mental health) shapes its perspective on how they will address recovery from alcoholism, addiction and other disorders. A ROSC approach is the basis of the development of the behavioral health service system. Its philosophy completely encompasses all aspects of SUD and Mental Health prevention and treatment services, including program structure and content, agency staffing, collaborations, partnerships, policies, regulations, trainings and staff/peer/volunteer orientation.

Within a ROSC, SUD and mental health service entities, as well as their collaborators and partners, cooperatively provide a flexible and fluid array of services in which individuals can move. People should be able to move among and within the system's service opportunities, without encountering rigid boundaries or silo-embedded services, to obtain the assistance needed to pursue recovery, and approach and maintain wellness. In Michigan we believe that behavioral health recovery is possible and can be achieved by individuals, families and communities.

As PIHPs develop recovery plans for their region, it is this type of system of care and this type of service array that should be considered.

An individual's recovery relies on the existence of a recovery oriented system of care. Without a services system built on recovery practices, policies, and programs, providing the infrastructure to support an individual's recovery efforts there would be no foundation from which to work and flourish.

'Recovery is a process not an event'

Recovery is possible when a multi-faceted infrastructure of services and supports exists to enable and enhance the recovery efforts and environments of individuals, families and communities.

BHDDA Recognized Definitions

***[An individual's] Recovery* from Mental Disorders and/or Substance Use Disorders:** A process of change through whicl individuals improve their health and wellness, liv a self-directed life, and strive to reach their full potential.

SAMHSA 2012
Accepted by BHDDA 2013

Recovery oriented *system* of care support an individual's journey toward recovery and wellness by creating and sustaining networks of formal and informal services and supports. The opportunities established through collaboration partnership and a broad array of services promote life enhancing recovery and wellness fc individuals, families and communities.

Adopted by TSC, Sept. 30, 2010

Elements of a ROSC/Recovery:

- Holistic and integrated services beyond symptom reduction
- Person-Driven
- Continuity of care - assertive outreach and engagement; and ongoing monitoring and support
- Culturally responsive services.
- Occurs via many pathways
- Peer support and services
- Community health and wellness.
- Family and Significant Other Involvement
- Systems/services anchored in the community
- Evidence- and Strength- based practices
- Trauma informed
- Based in respect

Individual Recovery and Recovery Oriented *System* of Care Guiding Principles:

These Guiding Principles will be utilized by BHDDA and the TSC to support and guide the development of a recovery oriented behavioral health services system.

SAMHSA's Ten Guiding Principle of Recovery *[for individual recovery]* and Additional Guiding Principles for Recovery Oriented Systems of Care:

The numbered Guiding Principles, items one through ten, are those identified by SAMHSA. In instances where there two separate statements under one number the second statement is an enhancement to include additional recovery systems information to the guiding principle. Guiding principles eleven through sixteen are additional principles to enhance the connection between an individual's personal recovery and the services systems that support their efforts.

1) Recovery emerges from hope

The belief that recovery is real provides the essential and motivating message of a better future—that people and do overcome the internal and external challenges, barriers, and obstacles that confront them. Hope is internalized and can be fostered by peers, families, providers, allies, and others. Hope is the catalyst of the recovery process.

Five ROSC Priority Areas:

1. Behavioral health and primary healthcare integration.
2. Community health promotion.
3. Recovery support services that are peer-based.
4. Prevention services that are environmental and population-based.
5. Services and supports whose focus is expanded, including both the continuum of care (from pre-treatment services to post-treatment services and supports) and the content of care (beyond supporting abstinence) to promoting community health and helping people build meaningful lives in the community.

2) Recovery is person-driven

Self-determination and self-direction are the foundations for recovery as individuals define their own life goals and design their unique path(s) towards those goals. Individuals optimize their autonomy and independence to the greatest extent possible by leading, controlling, and exercising choice over the services and supports that assist their recovery and resilience. In so doing, they are empowered and provided the resources to make informed decisions, initiate recovery, build on their strengths, and gain or regain control over their lives.

The system of care promotes person driven recovery will be individualized, person/family/community-centered, comprehensive, stage-appropriate, and flexible. It will adapt to the needs of individuals and communities, rather than requiring them to adapt to it. Individuals receiving services will have access to a menu of stage-appropriate choices that fit their needs throughout the recovery process. The approach will change from an acute, episode-based model to one that helps people manage this chronic disorder throughout their lives. Prevention services will be developmentally appropriate and engage the multiple systems and settings that have an impact on health and wellness. Prevention efforts will be individualized based on the community's needs, resources, and concerns.

3) Recovery occurs via many pathways

Individuals are unique with distinct needs, strengths, preferences, goals, culture, and backgrounds—including trauma experience—that affect and determine their pathway(s) to recovery. Recovery is built on the multiple capacities, strengths, talents, coping abilities, resources, and inherent value of each individual. Recovery pathways are highly personalized. They may include professional clinical treatment; use of medications; support from families and in schools; faith-based approaches; peer support; and other approaches. Recovery is nonlinear, characterized by continual growth and improved functioning that may involve setbacks. Because setbacks are a natural, though not inevitable, part of the recovery process, it is essential to foster resilience for all individuals and families. Abstinence from the use of alcohol, illicit drugs, and non-prescribed medications is the goal for those with addictions. Use of tobacco and non-prescribed or illicit drugs is not safe for anyone. In some cases, recovery pathways can be enabled by creating a supportive environment. This is especially true for children, who may not have the legal or developmental capacity to set their own course.

4) Recovery is holistic

Recovery encompasses an individual's whole life, including mind, body, spirit, and community. This includes addressing: self-care practices, family, housing, employment, transportation, education, clinical treatment for mental disorders and substance use disorders, services and supports, primary healthcare, dental care, complementary and alternative services, faith, spirituality, creativity, social networks, and community participation. The array of services and supports available should be integrated and coordinated.

This system will offer a continuum of care that includes prevention, early intervention, treatment, continuing care, and support throughout recovery. Individuals will have a full range of stage-appropriate services to choose from at any point in the recovery process. Prevention services will involve the development of coordinated community systems that provide ongoing support, rather than isolated, episodic programs.

5) Recovery is supported by peers and allies

Mutual support and mutual aid groups, including the sharing of experiential knowledge and skills, as well as social learning, play an invaluable role in recovery. Peers encourage and engage other peers and provide each other with a vital sense of belonging, supportive relationships, valued roles, and community. Through helping others and giving back to the community, one helps one's self. Peer-operated supports and services provide important resources to assist people along their journeys of recovery and wellness. Professionals can also play an important role in the recovery process by providing clinical treatment and other services that support individuals in their chosen recovery paths. While peers and allies play an important role for many in recovery, their role for children and youth may be slightly different. Peer supports for families are very important for children with behavioral health problems and can also play a supportive role for youth in recovery.

This system of care will promote ongoing involvement of peers, through peer support opportunities for youth and families and peer recovery support services for individuals with behavioral health disorders. Individuals with relevant lived experiences will assist in providing these valuable supports and services.

6) Recovery is supported through relationship and social networks

An important factor in the recovery process is the presence and involvement of people who believe in the person's ability to recover; who offer hope, support, and encouragement; and who also suggest strategies and resources for change. Family members, peers, providers, faith groups, community members, and other allies form vital support networks. Through these relationships, people leave unhealthy and/or unfulfilling life roles behind and engage in new roles (e.g., partner, caregiver, friend, student, employee) that lead to a greater sense of belonging, personhood, empowerment, autonomy, social inclusion, and community participation.

7) Recovery is culturally-based and influenced

Culture and cultural background in all of its diverse representations—including values, traditions, and beliefs—are keys in determining a person's journey and unique pathway to recovery. Services should be culturally grounded, attuned, sensitive, congruent, and competent, as well as personalized to meet each individual's unique needs.

The system of care will be culturally sensitive, gender competent, and age appropriate. There will be recognition that beliefs and customs are diverse and can impact the outcomes of prevention and treatment efforts.

8) Recovery is supported by addressing trauma

The experience of trauma (such as physical or sexual abuse, domestic violence, war, disaster, and others) is often a precursor to or associated with alcohol and drug use, mental health problems, and related issues. Services and supports should be trauma-informed to foster safety (physical and emotional) and trust, as well as promote choice, empowerment, and collaboration.

9) Recovery involves individual, family, and community strengths and responsibility

Individuals, families, and communities have strengths and resources that serve as a foundation for recovery. In addition, individuals have a personal responsibility for their own self-care and journeys of recovery. Individuals should be supported in speaking for themselves. Families and significant others have responsibilities to support their loved ones, especially for children and youth in recovery. Communities have responsibilities to provide opportunities and resources to address discrimination and to foster social inclusion and recovery. Individuals in recovery also have a social responsibility and should have the ability to join with peers to speak collectively about their strengths, needs, wants, desires, and aspirations.

The system of care that fosters this dynamic will acknowledge the important role that families, significant others and communities can play in promoting wellness for all and recovery for those with behavioral health disorder challenges. It will be incorporated, whenever it is appropriate, into needs-assessment processes, community planning efforts, recovery planning and all support processes. In addition, our system will provide prevention, treatment, and other support services for the family members and significant others of people with behavioral health disorders.

10) Recovery is based on respect

Community, systems, and societal acceptance and appreciation for people affected by mental health and substance use problems—including protecting their rights and eliminating discrimination—are crucial in achieving recovery. There is a need to acknowledge that taking steps towards recovery may require great courage. Self-acceptance, developing a positive and meaningful sense of identity, and regaining belief in one's self are particularly important.

11) **Inclusion of the voices and experiences of recovering individuals, youth, family, and community members**

The voices and experiences of all community stakeholders will contribute to the design and implementation of our system. People in recovery, youth, and family members will be included among decision-makers and have oversight responsibilities for service provision. Recovering individuals, youth, family, and community members will be prominently and authentically represented on advisory councils, boards, task forces, and committees at state and local levels.

12) Integrated strength-based services

The system will coordinate and/or integrate efforts across service systems, particularly with primary care services, to achieve an integrated service delivery system that responds effectively to the individual's or the community's unique constellation of strengths, desires, and needs. An integral aspect of this system is the partnership/consultant model that focuses more on collaboration and less on hierarchy. Systems will be designed so that individuals, families, and communities feel empowered to direct their own journeys of recovery and wellness.

13) Services that promote health and wellness will take place within the community

Our system of care will be centered within the community, to enhance its availability and support the capacities of families, intimate social networks, community-based institutions, and other people in recovery. By strengthening the positive social support networks and addressing environmental determinants to health in which individuals participate, we can increase the chances for successful recovery and community wellness.

14) Outcomes-driven

Our system will be guided by recovery-based process and outcome measures. These measures will be developed in collaboration with individuals in recovery and with the community. Outcome measures will be diverse and encompass measures of community wellness as well as the long-term global effects of the recovery process on the individual, family, and community – not just the remission of behavioral and biomedical symptoms. Outcomes will focus on individual, family, and community indicators of health and wellness, including benchmarks of quality-of-life changes for people in recovery.

15) System-wide education and training

Our behavioral health system will seek to ensure that concepts of prevention, recovery, and wellness are foundational elements of curricula, certification, licensure, accreditation, and testing mechanisms. The workforce also requires continuing education, at every level, to reinforce the tenets of ROSC. Our education and training commitments are reinforced through policy, practice, and the overall service culture.

16) Research-based

Our system will be data driven and informed by research. Additional research with individuals in recovery, recovery venues, and the processes of recovery (including cultural and spiritual aspects) will be essential to these efforts. Research related to Behavioral health disorders will be supplemented by the experiences of people in recovery.

Embracing the Reasoning and Philosophy Behind Recovery and Recovery Oriented Systems of Care:

Gaining Insight that will Motivate Change

Information to Support the Need for Behavioral Health Systems and Services Recovery Transformation

What is known about Mental Health and Substance Use Disorders, and why the system needs change:

1. People typically enter treatment after ten years of active addiction. The longer people use, the more difficult it is for them to enter and sustain recovery.
2. The longer the use, due to Substance Use Disorders, the higher the negative impacts for families and communities.
3. 90 percent of persons with mental health or substance use disorders have experienced trauma. 100 percent of persons with co-occurring disorders have experienced trauma.
4. Genetic and Social predisposition increase risk behavior and risk of developing the disease of addiction. [Look for data for co-occurring and co-morbidity]
5. Risk for suicide is higher among those with mental health, substance use, and co-occurring disorders.

Why we need change:

1. Fifty percent of clients entering treatment have already had at least one prior episode of care.
2. SUD is a chronic condition, but we currently have an acute care treatment model. This model does not sustain the support necessary to stabilize recovery. All of our resources are needed to change this.
3. Cycling in and out of a series of disconnected treatment episodes is a product of the challenges within the current system – an inability to support sustained recovery.
4. Scope of the system of services needs to be broadened.
5. Coordination of prevention, follow up and continuing care lacks integration and needs enhancement.
6. Working together in partnership and collaboration is the only way to provide all services needed to achieve and sustain recovery.
7. Limited Attraction: Less than 10% of people who meet the DSM (current version) criteria for a SUD currently seek treatment.
8. Poor Engagement and Retention: Less than half of those in treatment complete their treatment program.
9. Lack of Continuing Care: Post-discharge continuing care can enhance recovery outcomes, but only one in five receives it.
10. High Rates of Relapse: The majority of people completing addiction treatment resume alcohol and other drug use within one year, and most within 90 days following discharge.
11. Resource Expenditures: Most resources are expended on a small portion of the population requesting services.
12. Readiness for Change: Services are not aligned with the client's readiness for change.
13. Data is not utilized in a manner that enhances services and monetary support- we need to empower change and enforce accountability.
14. Current system is fragmented and not cost effective. There is poor use of resources and lack of communication between systems – separate locations for services create challenges.
15. Society, legislators, law enforcement, and physicians have a negative perception of individuals with mental health and/or substance use disorders along with a low expectation of change.
16. Significant stigma exists within the behavioral health and primary health care systems.
17. It takes four to five years for the risk of SUD relapse to drop below 15%.
18. Current services system focuses on acute treatment.

19. Admission and discharge protocols compromise fluidity of service provision.

What we know about services that support recovery and resilience.

Effective ROSC services focus on:

1. Greater emphasis on continuity of care: effective prevention, assertive outreach and engagement, treatment, and ongoing monitoring and support.
2. Continuum of care in which services are holistic and integrated, culturally responsive, and with systems that are anchored in the community.
3. Expanded availability of non-clinical services such as: peer supports, prevention, faith-based initiatives, etc.
4. Resources to help prevent the onset of substance use disorders.
5. A public health approach being taken to help create healthy communities.
6. More assertive outreach to families and communities impacted by substance use disorders.
7. More assertive post-treatment monitoring and support is provided.
8. A partnership/consultation approach rather than an expert/patient model.
9. Valued lives and experiences of other people in recovery used to help others on their journey.
10. Person-centered self-directed approach to recovery,
11. Use of peer support services to sustain an individualized recovery effort.
12. Use of services that build on each individual's recovery capital.
13. Sustained relationships help to maintain engagement.
14. Ongoing recovery activities are critical for sustaining recovery efforts.
15. Expanded knowledge and increased education efforts regarding all populations served.

Examples of how a ROSC differs from traditional service systems:

1. Treatment goals extend beyond abstinence or symptom management to helping people achieve a full, meaningful life in the community.
2. Prior treatment is not viewed as a predictor of poor treatment outcomes and is not used as grounds for denial of treatment.
3. People are not discharged from treatment for relapsing and confirming their original diagnosis of addiction, which is a chronic and often relapsing brain disease.
4. Post-treatment continuing care services are an integrated part of the service continuum rather than an afterthought.
5. Focus is on all aspects of the individual and the environment, using a strength-based perspective and emphasizing assessment of recovery capital.
6. Service system includes not just behavioral health providers but collaborators, stakeholders, and community partners as well.
7. Expansion to include innovative services that are comprehensive, dynamic, and always evolving.
8. Utilization of multi-disciplinary teams personalized to the individual's needs and goals (strength-based).
9. Provider/client relationship is key and partner oriented – not hierarchal.
10. Streamlined documentation and consistent reimbursement.

What are some implications for recovery services and supports?

1. Greater emphasis on outreach, pre-treatment supports, and engagement.
2. More diverse menu of services and supports available for people to choose from based on their needs.
3. A more assertive effort by providers to connect individuals to families and natural supports.
4. Expanded availability of non-clinical/peer-based recovery supports.
5. Post-treatment recovery check-ups.
6. Service relationships shift from an expert/patient model to a partnership/consultation approach.

7. Understanding of the impact of trauma.
8. Reduction of recidivism.
9. Reduction of stigma.

Embracing the philosophy, perspective and practice of Recovery/ROSC by:

1. Establishing a proactive partnership with the individual, that is person-centered.
2. Establishing and maintaining a system of care that is recovery oriented and supports recovery services.
3. Establishing and nurturing relationships with other community support service providers.
4. Creating the expectation that full recovery is a life-long pursuit sustained through service intervention and community support.
5. Acknowledging that multiple episodes needing treatment do occur and are reasonable, considering the nature of behavioral health disorders.
6. Respecting that recovery requires ongoing relationships rather than brief interventions.
7. Being open to new and innovative approaches.
8. Confronting stigma whenever encountered.

Community Mental Health

COMPLIANCE EXAMINATION GUIDELINES

Michigan Department of Health and Human Services

Fiscal Year End September 30, 2017

V2017-1

TABLE OF CONTENTS

INTRODUCTION

These Community Mental Health (CMH) Compliance Examination Guidelines are issued by the Michigan Department of Health and Human Services (MDHHS) to assist independent audit personnel, Prepaid Inpatient Health Plan (PIHP) personnel, and Community Mental Health Services Program (CMHSP) personnel in preparing and performing compliance examinations as required by contracts between MDHHS and PIHPs or CMHSPs, and to assure examinations are completed in a consistent and equitable manner.

These CMH Compliance Examination Guidelines require that an independent auditor examine compliance issues related to contracts between PIHPs and MDHHS to manage the Concurrent 1915(b)/(c) Medicaid, Healthy Michigan, and Substance Use Disorder Community Grant Programs (hereinafter referred to as "Medicaid Contract"); the contracts between CMHSPs and MDHHS to manage and provide mental health services and supports to individuals with serious mental illness, serious emotional disturbances or developmental disabilities as described in MCL 330.1208 (hereinafter referred to as "GF Contract"); and, in certain circumstances, contracts between CMHSPs or PIHPs and MDHHS to manage the Community Mental Health Services Block Grant Program (hereinafter referred to as "CMHS Block Grant Program"). These CMH Compliance Examination Guidelines, however, DO NOT replace or remove any other audit requirements that may exist, such as a Financial Statement Audit and/or a Single Audit. An annual Financial Statement audit is required. Additionally, if a PIHP or CMHSP expends $750,000 or more in federal awards[1], the PIHP or CMHSP must obtain a Single Audit.

PIHPs are ultimately responsible for the Medicaid funds received from MDHHS, and are responsible for monitoring the activities of network provider CMHSPs as necessary to ensure expenditures of Medicaid Contract funds are for authorized purposes in compliance with laws, regulations, and the provisions of contracts. Therefore, PIHPs must either require their independent auditor to examine compliance issues related to the Medicaid funds awarded to the network provider CMHSPs, or require the network provider CMHSP to contract with an independent auditor to examine compliance issues related to contracts between PIHPs and CMHSPs to manage the Medicaid Contract. Further detail is provided in the Responsibilities – PIHP Responsibilities Section (Item #'s 8, 9, & 10).

These CMH Compliance Examination Guidelines will be effective for contract years ending on or after September 30, 2017 and replace any prior CMH Compliance Examination Guidelines or instructions, oral or written.

[1] Medicaid payments to PIHPs and CMHSPs for providing patient care services to Medicaid eligible individuals are not considered Federal awards expended for the purposes of determining Single Audit requirements.

Failure to meet the requirements contained in these CMH Compliance Examination Guidelines may result in the withholding of current funds or the denial of future awards.

RESPONSIBILITIES

MDHHS Responsibilities

MDHHS must:

1. Periodically review and revise the CMH Compliance Examination Guidelines to ensure compliance with current Mental Health Code, and federal and state audit requirements; and to ensure the **COMPLIANCE REQUIREMENTS** contained in the CMH Compliance Examination Guidelines are complete and accurately represent requirements of PIHPs and CMHSPs; and distribute revised CMH Compliance Examination Guidelines to PIHPs and CMHSPs.
2. Review the examination reporting packages submitted by PIHPs and CMHSPs to ensure completeness and adequacy within eight months of receipt.
3. Issue a management decision (as described in the Examination Requirements – Management Decision Section) on findings, comments, and examination adjustments contained in the PIHP or CMHSP examination reporting package within eight months after the receipt of a complete and final reporting package.
4. Monitor the activities of PIHPs and CMHSPs as necessary to ensure the Medicaid Contract, GF Contract, and CMHS Block Grant Program funds are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts. MDHHS will rely primarily on the compliance examination engagements conducted on PIHPs and CMHSPs by independent auditors to ensure Medicaid Contract, and GF Contract funds are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts. MDHHS will rely on PIHP or CMHSP Single Audits or the compliance examination engagements conducted on PIHPs and CMHSPs by independent auditors to ensure CMHSP Block Grant Program funds are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts. MDHHS may, however, determine it is necessary to also perform a limited scope compliance examination or review of selected areas. Any additional reviews or examinations shall be planned and performed in such a way as to build upon work performed by other auditors. The following are some examples of situations that may trigger an MDHHS examination or review:
    a. Significant changes from one year to the next in reported line items on the FSR.
    b. A PIHP entering the MDHHS risk corridor.
    c. A large addition to an ISF per the cost settlement schedules.
    d. A material non-compliance issue identified by the independent auditor.
    e. The CPA that performed the compliance examination is unable to quantify the impact of a finding to determine the questioned cost amount.
    f. The CPA issued an adverse opinion on compliance due to their inability to draw conclusions because of the condition of the agency's records.

PIHP Responsibilities

PIHPs must:

1. Maintain internal control over the Medicaid Contract that provides reasonable assurance that the PIHP is managing the contract in compliance with laws, regulations, and the contract provisions that could have a material effect on the contract.
2. Comply with laws, regulations, and the contract provisions related to the Medicaid Contract. Examples of these would include, but not be limited to: the Medicaid Contract, the Mental Health Code (Michigan Compiled Laws 330.1001 – 330.2106), applicable sections of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 CFR 200 , the Medicaid Provider Manual, and Generally Accepted Accounting Principles (GAAP).
3. Prepare appropriate financial statements.
4. Ensure that the examination required by these CMH Compliance Examination Guidelines is properly performed and submitted when due.
5. Follow up and take corrective action on examination findings.
6. Prepare a corrective action plan to address each examination finding, and comment and recommendation included in the current year auditor's reports including the name(s) of the contact person(s) responsible for corrective action, the corrective action planned, and the anticipated completion date. If the PIHP does not agree with an examination finding or comment, or believes corrective action is not required, then the corrective action plan shall include an explanation and specific reasons.
7. The PIHP shall not file a revised FSR and Cost Settlement based on the CMH Compliance Examination. Rather, adjustments noted in the CMH Compliance Examination will be evaluated by MDHHS and the PIHP will be notified of any required action in the management decision.
8. Monitor the activities of network provider CMHSPs as necessary to ensure the Medicaid Contract funds are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts. PIHPs must either (a.) require the PIHP's independent auditor (as part of the PIHP's examination engagement) to examine the records of the network provider CMHSP for compliance with the Medicaid Contract provisions, or (b.) require the network provider CMHSP to contract with an independent auditor to examine compliance issues related to contracts between PIHPs and CMHSPs to manage the Medicaid Contract. If the latter is chosen, the PIHP must incorporate the examination requirement in the PIHP/CMHSP contract and develop Compliance Examination Guidelines specific to their PIHP/CMHSP contract. Additionally, if the latter is chosen, the CMHSP examination must be completed in sufficient time so that the PIHP auditor may rely on the CMHSP examination when completing their examination of the PIHP if they choose to.
9. If requiring an examination of the network provider CMHSP, review the examination reporting packages submitted by network provider CMHSPs to ensure completeness and adequacy.

10. If requiring an examination of the network provider CMHSP, issue a management decision (as described in the Examination Requirements – Management Decision Section) on findings and questioned costs contained in network provider CMHSP's examination reporting packages.

CMHSP Responsibilities

(as a recipient of Medicaid Contract funds from PIHP and a recipient of GF funds from MDHHS and a recipient of CMHS Block Grant funds from MDHHS)

CMHSPs must:

1. Maintain internal control over the Medicaid Contract, GF Contract, and CMHS Block Grant Program that provides reasonable assurance that the CMHSP is managing the Medicaid Contract, GF Contract, and CMHS Block Grant Program in compliance with laws, regulations, and the provisions of contracts that could have a material effect on the Medicaid Contract, GF Contract, and CMHS Block Grant Program.
2. Comply with laws, regulations, and the contract provisions related to the Medicaid Contract, GF Contract, and CMHSP Block Grant Program. Examples of these would include, but not be limited to: the Medicaid Contract, the Managed Mental Health Supports and Services Contract (General Fund Contract), the CMHS Block Grant Contract, the Mental Health Code (Michigan Compiled Laws 330.1001 – 330.2106), applicable sections of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 CFR 200, the Medicaid Provider Manual, and Generally Accepted Accounting Principles (GAAP).
3. Prepare appropriate financial statements.
4. Ensure that the examination required by these CMH Compliance Examination Guidelines, and any examination required by the PIHP from which the CMHSP receives Medicaid Program funds are properly performed and submitted when due.
5. Follow up and take corrective action on examination findings.
6. Prepare a corrective action plan to address each examination finding, and comment and recommendation included in the current year auditor's reports including the name(s) of the contact person(s) responsible for corrective action, the corrective action planned, and the anticipated completion date. If the CMHSP does not agree with an examination finding or comment, or believes corrective action is not required, then the corrective action plan shall include an explanation and specific reasons.
7. The CMHSP shall not file a revised FSR and Cost Settlement based on the CMH Compliance Examination. Rather, adjustments noted in the CMH Compliance Examination will be evaluated by MDHHS, and the CMHSP will be notified of any required action in the management decision.

EXAMINATION REQUIREMENTS

PIHPs under contract with MDHHS to manage the Medicaid Contract and CMHSPs under contract with MDHHS to manage the GF Contract are required to contract annually with a certified public accountant in the practice of public accounting (hereinafter referred to as a practitioner) to examine the PIHP's or CMHSP's compliance with specified requirements in accordance with the AICPA's Statements on Standards for Attestation Engagements (SSAE) 10 – Compliance Attestation – AT 601 (Codified Section of AICPA Professional Standards), as amended by SSAE Nos. 11, 12, and 14, (hereinafter referred to as an examination engagement). The specified requirements and specified criteria are contained in these CMH Compliance Examination Guidelines under the Section titled "Compliance Requirements."

Additionally, CMHSPs under contract with MDHHS to provide CMHS Block Grant Program services with a total contract amount of greater than $100,000 are required to ensure the above referenced examination engagement includes an examination of compliance with specified requirements related to the CMHS Block Grant Program **IF** the CMHSP does not have a Single Audit or the CMHSP's Single Audit does not include the CMHS Block Grant (CFDA 93.958) as a major Federal program. The specified requirements and specified criteria related to the CMHS Block Grant Program are contained in these CMH Compliance Examination Guidelines under the Section titled "Compliance Requirements."

Practitioner Selection

In procuring examination services, PIHPs and CMHSPs must engage an independent practitioner, and must follow the Procurement Standards contained in 2 CFR 200.318 through 200.320. In requesting proposals for examination services, the objectives and scope of the examination should be made clear. Factors to be considered in evaluating each proposal for examination services include the responsiveness to the request for proposal, relevant experience, availability of staff with professional qualifications and technical abilities, the results of external quality control reviews, the results of MDHHS reviews, and price. When possible, PIHPs and CMHSPs are encouraged to rotate practitioners periodically to ensure independence.

Examination Objective

The objective of the practitioner's examination procedures applied to the PIHP's or CMHSP's compliance with specified requirements is to express an opinion on the PIHP's or CMHSP's compliance based on the specified criteria. The practitioner seeks to obtain reasonable assurance that the PIHP or CMHSP complied, in all material respects, based on the specified criteria.

Practitioner Requirements

The practitioner should exercise due care in planning, performing, and evaluating the results of his or her examination procedures; and the proper degree of professional skepticism to achieve reasonable assurance that material noncompliance will be detected.

The specified requirements and specified criteria are contained in these CMH Compliance Examination Guidelines under the Section titled "Compliance Requirements." In the examination of the PIHP's or CMHSP's compliance with specified requirements, the practitioner should:

1. Obtain an understanding of the specified compliance requirements (See AT 601.40).
2. Plan the engagement (See AT 601.41 through 601.44).
3. Consider the relevant portions of the PIHP's or CMHSP's internal control over compliance (See AT 601.45 through 601.47).
4. Obtain sufficient evidence including testing compliance with specified requirements (See AT 601.48 through 601.49).
5. Consider subsequent events (See AT 601.50 through 601.52).
6. Form an opinion about whether the entity complied, in all material respects with specified requirements based on the specified criteria (See AT 601.53).

Practitioner's Report

The practitioner's examination report on compliance should include the information detailed in AT 601.55 and 601.56, which includes the practitioner's opinion on whether the entity complied, in all material respects, with specified requirements based on the specified criteria. When an examination of the PIHP's or CMHSP's compliance with specified requirements discloses noncompliance with the applicable requirements that the practitioner believes have a material effect on the entity's compliance, the practitioner should modify the report as detailed in AT 601.64 through AT 601.67.

In addition to the above examination report standards, the practitioner must prepare:

1. A Schedule of Findings that includes the following:
    a. Control deficiencies that are individually or cumulatively material weaknesses in internal control over the Medicaid Contract, GF Contract, and/or CMHS Block Grant Program.
    b. Material noncompliance with the provisions of laws, regulations, or contract provisions related to the Medicaid Contract, GF Contract, and/or CMHS Block Grant Program.
    c. Known fraud affecting the Medicaid Contract, GF Contract, and/or CMHS Block Grant Program.

    Finding detail must be presented in sufficient detail for the PIHP or CMHSP to prepare a corrective action plan and for MDHHS to arrive at a management decision. The following specific information must be included, as applicable, in findings:
    a. The criteria or specific requirement upon which the finding is based including statutory, regulatory, contractual, or other citation. **The Compliance Examination Guidelines should NOT be used as criterion.**
    b. The condition found, including facts that support the deficiency identified in the finding.

c. Identification of applicable examination adjustments and how they were computed.
d. Information to provide proper perspective regarding prevalence and consequences.
e. The possible asserted effect.
f. Recommendations to prevent future occurrences of the deficiency(ies) noted in the finding.
g. Views of responsible officials of the PIHP/CMHSP when there is a disagreement with the finding.
h. Planned corrective actions.
i. Responsible party(ies) for the corrective action.
j. Anticipated completion date.

2. A schedule showing final **reported** Financial Status Report (FSR) amounts, examination adjustments [including applicable adjustments from the Schedule of Findings and the Comments and Recommendations Section (addressed below)], and examined FSR amounts. **All examination adjustments must be explained and must have a corresponding finding or comment.** This schedule is called the "Examined FSR Schedule." Note that Medicaid FSRs must be provided for PIHPs. All applicable FSRs must be included in the practitioner's report regardless of the lack of any examination adjustments.

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3. A schedule showing a revised cost settlement for the PIHP or CMHSP based on the Examined FSR Schedule. This schedule is called the "Examined Cost Settlement Schedule." This must be included in the practitioner's report regardless of the lack of any examination adjustments.

4. A Comments and Recommendations Section that includes all noncompliance issues discovered that are not individually or cumulatively material weaknesses in internal control over the Medicaid Contract, GF Contract, and/or CMHS Block Grant program; and recommendations for strengthening internal controls, improving compliance, and increasing operating efficiency. The list of details required for findings (a. through j. above) must also be provided for the comments.

Examination Report Submission

The examination must be completed and the reporting package described below must be submitted to MDHHS within the earlier of 30 days after receipt of the practitioner's report, or June 30th following the contract year end. The PIHP or CMHSP must submit the reporting package by e-mail to MDHHS at MDHHS-AuditReports@michigan.gov. The required materials must be assembled as one document in PDF file compatible with Adobe Acrobat (read only). The subject line must state the agency name and fiscal year end. MDHHS reserves the right to request a hard copy of the compliance examination report materials if for any reason the electronic submission process is not successful.

Examination Reporting Package

The reporting package includes the following:

1. Practitioner's report as described above;
2. Corrective action plan prepared by the PIHP or CMHSP.

Penalty

If the PIHP or CMHSP fails to submit the required examination reporting package by June 30th following the contract year end and an extension has not been granted by MDHHS, MDHHS may withhold from current funding five percent of the examination year's grant funding (not to exceed $200,000) until the required reporting package is received. MDHHS may retain the withheld amount if the reporting package is delinquent more than 120 days from the due date and MDHHS has not granted an extension.

Incomplete or Inadequate Examinations

If MDHHS determines the examination reporting package is incomplete or inadequate, the PIHP or CMHSP, and possibly its independent auditor will be informed of the reason of inadequacy and its impact in writing. The recommendations and expected time frame for resubmitting the corrected reporting package will be provided to the PIHP or CMHSP ~~indicated~~.

Management Decision

MDHHS will issue a management decision on findings, comments, and examination adjustments contained in the PIHP or CMHSP examination report within eight months after the receipt of a complete and final reporting package. The management decision will include whether or not the examination finding and/or comment is sustained; the reasons for the decision; and the expected PIHP or CMHSP action to repay disallowed costs, make financial adjustments, or take other action; ~~and a description of the appeal process available to the PIHP or CMHSP~~. Prior to issuing the management decision, MDHHS may request additional information or documentation from the PIHP or CMHSP, including a request for practitioner verification or documentation, as a way of mitigating disallowed costs. The appeal process available to the PIHP or CMHSP is included in the applicable contract.

If there are no findings, comments, and/or questioned costs, MDHHS will notify the PIHP or CMHSP when the review of the examination reporting package is complete and the results of the review.

COMPLIANCE REQUIREMENTS

The practitioner must examine the PIHP's or CMHSP's compliance with the A-J specified requirements based on the specified criteria stated below related to the Medicaid Contract and GF Contract. If the CMHSP does not have a Single Audit or the CMHSP's Single Audit does not include the CMHS Block Grant (CFDA 93.958) as a major Federal program, the practitioner must also examine the CMHSP's

compliance with the K-M specified requirements based on the specified criteria stated below that specifically relate to the CMHS Block Grant, but only if the CMHSP's total contract amount for the CMHS Block Grant is greater than $100,000. If the CMHSP does not have a Single Audit or the CMHSP's Single Audit does not include the Substance Abuse Prevention and Treatment (SAPT) Block Grant (CFDA 93.959) as a major Federal program, the practitioner must also examine the CMHSP's compliance with the N-P specified requirements based on the specified criteria stated below that specifically relate to the SAPT Block Grant.

COMPLIANCE REQUIREMENTS A-J
(APPLICABLE TO ALL PIHP AND CMHSP COMPLIANCE EXAMINATIONS)

A. FSR Reporting
The final FSRs (entire reporting package applicable to the entity) comply with contractual provisions as follows:

a. FSRs agree with agency financial records (general ledger) as required by the reporting instructions. (Reporting instructions at http://www.michigan.gov/MDHHS/0,1607,7-132-2941_38765---,00.html).
b. FSRs include only allowed activities as specified in the contracts; allowable costs as specified in the Federal cost principles (located at 2 CFR 200, Subpart E)(GF Contract, Section 6.6.1; and Medicaid Contract, Section 7.8); and allowed activities and allowable costs as specified in the Mental Health Code, Sections 240, 241, and 242.
c. FSRs include revenues and expenditures in proper categories and according to reporting instructions.

Differences between the general ledger and FSRs should be adequately explained and justified. Any differences not explained and justified must be shown as an adjustment on the practitioner's "Examined FSR Schedule." Any reported expenditures that do not comply with the Federal cost principles, the Code, or contract provisions must be shown on the auditor's "Examined FSR Schedule."

The following items should be considered in determining allowable costs:
Federal cost principles (2 CFR 200.402) require that for costs to be allowable they must meet the following general criteria:

a. Be necessary and reasonable for the performance of the Federal award and be allocable thereto under the principles.
b. Conform to any limitations or exclusions set forth in the principles or in the Federal award as to types or amount of cost items.
c. Be consistent with policies and procedures that apply uniformly to both federally-financed and other activities of the non-Federal entity.
d. Be accorded consistent treatment.

e. Be determined in accordance with generally accepted accounting principles.
f. Not be included as a cost or used to meet cost sharing or matching requirements of any other federally-financed program in either the current or a prior period.
g. Be adequately documented.

Reimbursements to **subcontractors** (including PIHP payments to CMHSPs for Medicaid services) must be supported by a valid subcontract and adequate, appropriate supporting documentation on costs and services (2 CFR Part 200, Subpart E – Cost Principles, 200.403 (g)). Contracts should be reviewed to determine if any are to related parties. If related party subcontracts exist, they should receive careful scrutiny to ensure the reasonableness criteria of 2 CFR Part 200, Subpart E – Cost Principles, 200.404 was met. If subcontractors are paid on a net cost basis, rather than a fee-for-service basis, the subcontractors' costs must be verified for existence and appropriate supporting documentation (2 CFR Part 200, Subpart E – Cost Principles, 200.403 (g)). When the PIHP pays FQHCs and RHCs for specialty services included in the specialty services waiver the payments need to be reviewed to ensure that they are no less than amounts paid to non-FQHC and RHCs for similar services. NOTE: Rather than the practitioner performing examination procedures at the subcontractor level, agencies may require that subcontractors receive examinations by their own independent practitioner, and that examination report may be relied upon if deemed acceptable by the practitioner.

Reported rental costs for **less-than-arms-length transactions** must be limited to underlying cost (2 CFR Part 200, Subpart E – Cost Principles, 200.465 (c)). For example, the agency may rent their office building from the agency's board member/members, but rent charges cannot exceed the actual cost of ownership if the lease is determined to be a less-than-arms-length transaction. Guidance on determining less-than-arms-length transactions is provided in 2 CFR Part 200.

Reported costs for **sale and leaseback arrangements** must be limited to underlying cost (2 CFR Part 200, Subpart E – Cost Principles, 200.465 (b)).

Capital asset purchases that cost greater than $5,000 must be capitalized and depreciated over the useful life of the asset rather than expensing it in the year of purchase (2 CFR Part 200, Subpart E – Cost Principles, 200.436 and 200.439). All invoices for a remodeling or renovation project must be accumulated for a total project cost when determining capitalization requirements; individual invoices should not simply be expensed because they are less than $5,000.

Costs must be allocated to programs in accordance with relative benefits received. Accordingly, **Medicaid costs must be charged to the Medicaid Program and GF costs must be charged to the GF Program**. Additionally, **administrative/indirect costs** must be distributed to programs on bases that will produce an equitable result in

consideration of relative benefits derived in accordance with 2 CFR Part 200, Appendix VII.

Distributions of salaries and wages for employees that work on multiple activities or cost objectives, must be supported in accordance with the standards listed in 2 CFR Part 200, Subpart E – Cost Principles, 200.430 (i).

B. CRCS Reporting

The final CRCSs comply with reporting instructions contained in the contract (General Fund Contract, Section 7.8; and Medicaid Contract, Section 8.7, and reporting instructions at http://www.michigan.gov/MDHHS/0,1607,7-132-2941_38765---,00.html).

C. Real Property Disposition

The PIHP's or CMHSP's real property disposition (for property acquired with Federal funds) complied with the requirements contained in 2 CFR 200.311.

D. Administration Cost Report

The most recently completed PIHP's or CMHSP's –Administration Cost Report complies with the applicable CMHSP/PIHP Administration Cost Reporting Instructions -and the applicable standards in ESTABLISHING ADMINISTRATIVE COSTS WITHIN AND ACROSS THE CMHSP SYSTEM and contract provisions (instructions located at http://www.michigan.gov/MDHHS/0,1607,7-132-2941_38765---,00.html and reference guidelines located at http://www.michigan.gov/documents/mdch/Establishing_Admin_costs_480633_7.pdf).

E. Procurement

The PIHP or CMHSP followed the Procurement Standards contained in 2 CFR 200.318 through 200.326. The PIHP or CMHSP ensured that organizations or individuals selected and offered contracts have not been debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs as required by 45 CFR 92.35.

F. Rate Setting and Ability to Pay

The PIHP/CMHSP determined responsible parties' insurance coverage and ability to pay before, or as soon as practical after, the start of services as required by MCL 330.1817. Also, the PIHP/CMHSP annually determined the insurance coverage and ability to pay of individuals who continue to receive services and of any additional responsible party as required by MCL 330.1828. Also, the PIHP/CMHSP completed a new determination if informed of a significant change in a responsible party's ability to pay as required by MCL 330.1828. Medicaid eligible consumers are deemed to have zero ability to pay so there is no need to determine their ability to pay. The one exception is during the period when a Medicaid eligible consumer has a deductible. In that case, an ability to pay determination does apply.

The PIHP's or CMHSP's charges for services represent the lesser of ability to pay determinations or cost of services according to MCL 330.1804. Cost of services means the total operating and capital costs incurred according to MCL 330.1800. In the comparison of cost to ability to pay the practitioner may consider a cost based rate sheet or other documentation that is supported by cost records as evidence of costs of services.

G. Internal Service Fund (ISF)

The PIHP's Internal Service Fund complies with the Internal Service Fund Technical Requirement contained in Contract Attachment P 8.6.4.1 with respect to funding and maintenance.

H. Medicaid Savings and General Fund Carryforward

The PIHP's Medicaid Savings was expended in accordance with the PIHP's reinvestment strategy as required by Sections 8.6.2.2 and 8.6.2.3 of the Contract. The CMHSP's General Fund Carryforward earned in the previous year was used in the current year on allowable General Fund expenditures as required by sections 7.7.1 and 7.7.1.1. of the MDHHS-CMHSP contract.

I. Match Requirement

The PIHP or CMHSP met the local match requirement, and all items considered as local match actually qualify as local match according to Section 7.2 of the General Fund Contract and Section 8.2 of the Medicaid Contract. Some examples of funds that do NOT qualify as local match are: (a.) revenues (such as workers' compensation refunds) that should be offset against related expenditures, (b.) interest earned from ISF accounts, (c.) revenues derived from programs (such as the Clubhouse program) that are financially supported by Medicaid or GF, (d.) donations of funds from subcontractors of the PIHP or CMHSP, (e.) Medicaid Health Plan (MHP) reimbursements for MHP purchased services that have been paid at less than the CMHSP's actual costs, and (f) donations of items that would not be an item generally provided by the PIHP or CMHSP in providing plan services.

If the PIHP or CMHSP does not comply with the match requirement in the Mental Health Code, Section 302, or cannot provide reasonable evidence of compliance, the auditor shall determine and report the amount of the shortfall in local match requirement.

J. Fee for Service Billings (CWP and SED Waiver Program)

The CMHSP's billings to MDHHS for the Children's Waiver Program (CWP) and the Waiver for Children with Serious Emotional Disturbances (SED Waiver Program) represent the actual direct cost of providing the services in accordance with Sections 4.7 (SED Waiver) and 6.9.7. (CWP) of the CMHSP Contract. The actual direct cost of providing the services include amounts paid to contractors for providing services, and

the costs incurred by the CMHSP in providing the services as determined in accordance with 2 CFR Part 200. Benefit plan administrative costs are not to be included in the billings. Benefit plan administrative costs related to providing services must be covered by general fund or local revenue, and while reported with program costs they must be covered by redirects of non-federal funds on the FSR MDHHS provides reimbursement for the actual direct costs or the Medicaid fee screen amount, whichever is less, according to the approved Waiver documents.

COMPLIANCE REQUIREMENTS K-M

(APPLICABLE TO PIHPs/CMHSPs WITH A CMHS BLOCK GRANT OF GREATER THAN $1~~8750000~~,000 THAT DID NOT HAVE A SINGLE AUDIT OR THE CMHS BLOCK GRANT WAS NOT A MAJOR FEDERAL PROGRAM IN THE SINGLE AUDIT)

K. CMHS Block Grant - Activities Allowed or Unallowed

The CMHSP expended CMHS Block Grant (CFDA 93.958) funds only on allowable activities in accordance with Federal Block Grant provisions and the Grant Agreement between MDHHS and the CMHSP.

L. CMHS Block Grant - Cash Management

The CMHSP complied with the applicable cash management compliance requirements contained in the Federal Block Grant Provisions. This includes the requirement that when entities are funded on a reimbursement basis, program costs must be paid for by CMHSP funds before reimbursement is requested from MDHHS.

M. CMHS Block Grant - Subrecipient Management and Monitoring

If the CMHSP contracts with other subrecipients ("subrecipient" per the 2 CFR Part 200.330 definition) to carry out the Federal CMHS Block Grant Program, the CMHSP complied with the Sub-recipient Monitoring and Management requirements at 2 CFR Part 200.331 (a) through (h)

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COMPLIANCE REQUIREMENTS N-P

(APPLICABLE TO PIHSs/CMHSPs WITH A SAPT BLOCK GRANT of Greater than $~~187,500~~100,000 THAT DID NOT HAVE A SINGLE AUDIT OR THE SAPT BLOCK GRANT WAS NOT A MAJOR FEDERAL PROGRAM IN THE SINGLE AUDIT)

N. SAPT Block Grant – Activities Allowed or Unallowed

The CMHSP expended SAPT Block Grant (CFDA 93.959) funds only on allowable activities in accordance with the Federal Block Grant Provisions and the Grant Agreement between MDHHS and the CMHSP.

O. SAPT Block Grant – Cash Management

The CMHSP complied with the applicable cash management compliance requirements that are contained in the Federal Block Grant Provisions. This includes the requirement that when entities are funded on a reimbursement basis, program costs must be paid for by CMHSP funds before reimbursement is requested from MDHHS.

P. SAPT Block Grant – Subrecipient Management and Monitoring

If the CMHSP contracts with other subrecipients ("subrecipient" per the 2 CFR Part 200.330 definition) to carry out the Federal SAPT Block Grant Program, the CMHSP complied with the Subrecipient Monitoring and Management requirements at 2 CFR Part 200.331 (a) through (h).

RETENTION OF WORKING PAPERS AND RECORDS

Examination working papers and records must be retained for a minimum of three years after the final examination review closure by MDHHS. Also, PIHPs are required to keep affiliate CMHSP's reports on file for three years from date of receipt. All examination working papers must be accessible and are subject to review by representatives of the Michigan Department of Health and Human Services, the Federal Government and their representatives. There should be close coordination of examination work between the PIHP and provider network CMHSP auditors. To the extent possible, they should share examination information and materials in order to avoid redundancy.

EFFECTIVE DATE AND MDHHS CONTACT

These CMH Compliance Examination Guidelines are effective beginning with the fiscal year 2015/2016 examinations. Any questions relating to these guidelines should be directed to:

John Duvendeck, Director
Division of Program Development, Consultation & Contracts
Bureau of Hospitals and Behavioral Health Administration
Michigan Department of Health and Human Services
Lewis Cass Building
320 S. Walnut Street
Lansing, Michigan 48913
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Phone: (517) 241-5218 Fax: (517) 335-5376

GLOSSARY OF ACRONYMS AND TERMS

AICPA .....American Institute of Certified Public Accountants.

Children's Waiver .....The Children's Waiver Program that provides services that are enhancements or additions to regular Medicaid coverage to children up to age 18 who are enrolled in the program who, if not for the availability and provisions of the Waiver, would otherwise require the level of care and services provided in an Intermediate Care Facility for the Mentally Retarded. Payment from MDHHS is on a fee for service basis.

CMHS Block Grant Program.The program managed by CMHSPs under contract with MDHHS to provide Community Mental Health Services Block Grant program services under CFDA 93.958.

CMHSP.....Community Mental Health Services Program (CMHSP). A program operated under Chapter 2 of the Michigan Mental Health Code – Act 258 of 1974 as amended.

Examination Engagement.....A PIHP or CMHSP's engagement with a practitioner to examine the entity's compliance with specified requirements in accordance with the AICPA's Statements on Standards for Attestation Engagements (SSAE) 10 – Compliance Attestation – AT 601 (Codified Section of AICPA Professional Standards).

GF Program.....The program managed by CMHSPs under contract with MDHHS to provide mental health services and supports to individuals with serious mental illness, serious emotional disturbances or developmental disabilities as described in MCL 330.1208.

MDHHS.....Michigan Department of Health and Human Services

Medicaid Program.....The Concurrent 1915(b)/(c) Medicaid Program and Healthy Michigan Program managed by PIHPs under contract with MDHHS.

PIHP .....Prepaid Inpatient Health Plan. In Michigan a PIHP is an organization that manages Medicaid specialty services under the state's approved Concurrent 1915(b)/1915(c) Waiver Program, on a prepaid, shared-risk basis, consistent with the

requirements of 42 CFR Part 438. The PIHP, also known as a Regional Entity under MHC 330.1204b or a Community Mental Health Services Program, also manages the Autism iSPA, Healthy Michigan, Substance Abuse Treatment and Prevention Community Grant and PA2 funds.

Practitioner.....A certified public accountant in the practice of public accounting under contract with the PIHP or CMHSP to perform an examination engagement.

Serious Emotional Disturbances Waiver.....The Waiver for Children with Serious Emotional Disturbances Program that provides services to children who would otherwise require hospitalization in the State psychiatric hospital to remain in their home and community. Payment from MDHHS is on a fee for service basis.

SSAE.....AICPA's Statements on Standards for Attestation Engagements.

SAPT Block Grant Program..The program managed by PIHPs under contract with MDHHS to provide Substance Use Services Block Grant program services under CFDA 93.959.

SUD Services.....Substance Use Disorder Services funded by Medicaid, Healthy Michigan, and the "Community Grant" which consists of Federal SAPT Block Grant funds and State funds.