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| **CONTENT TYPE** | **WHEN TYPICALLY USED** |
| Memorandum of Understanding (MOU) | 1. Other County Governmental Units such as sheriff, courts, health departments, county administration, etc... May or may not involve $$ (No limit on amount) 2. Other Governmental Units (other CMH’s, Health Departments, etc..) where no $ is involved and is typically used to define functions/tasks. To solidify/codify verbal agreements |
| Business Associates Agreement | An agreement with other entities (typically Health care or Health Care Vendors) that requires the exchange of Private Health Information. No $ is exchanged. |
| Purchase Orders | 1. 1x Pay-as-you-go. Usually for equipment, or administrative service. Usually, the item to be purchased is prior approved via an admin. process or Governing Board review. $ Amounts vary widely typically under $5,000 2. Risk exposure is weighed. 3. Recommend Business Associates Agreement and Confidentiality Statements are established if applicable |
| Letter of Agreement with HIPAA and Letter of Agreement Goods and Services (Without HIPAA)  Administrative Services (i.e. Fix a door) | 1. Other Governmental Units, outside our County, and Private Vendors when risk and dollar amount is small (typically under $5,000) and the service is time-limited, administrative or a very limited low risk clinical service. 2. With Non-Government less than $25,000 primarily due to Disclosure of ownership rules. 3. Recommend Business Associates Agreement and Confidentiality Statements are established if applicable or use Letter of Agreement with HIPAA contract template. |
| Administrative Services | 1. All ongoing typical CMH Administrative Services (Personnel – clerical, admin assistants, etc..) 2. Infrastructure – building maintenance, lawn, snow etc. 3. Involves 2CFR Part 200, Subpart E – Cost Principles, 200.436, 200.439, 42CFR 455.15 Disclosure of Ownership 4. Other State and Federal Regulations: solvency relationships to party etc.   Services that represent a higher risk ($$) to the CMH |
| Self-Determination Agreement | An agreement regarding the delivery of services and authorizations of same between an individual in a Self-Determined arrangement and a CMH. (Who does what). |
| Fiscal Intermediary | 1. Used in conjunction with Self-Determination arrangements. 2. Essentially an administrative services contract 3. Assures compliance with IRS regulations etc. |
| Respite Camp/Day Camps | 1. Private or Non-Profit Camps when client numbers are usually very small (1 or 2) and the risk exposure and dollar amount is small (typically under $5,000) and the service is time-limited (a day or weekend) and is a very limited/low risk clinical service. |
| Respite Only | 1. Used with a Respite Provider (including camps) providing on-going respites services multiple times throughout the year to one client; and/or 2. Used with a Respite Provider (including camps) who provides respite services only to multiple clients at multiple sites throughout the fiscal year; and/or 3. Used with a Respite Provider (including camps) who provides respite services only to multiple clients over a short duration. |
| CLS/Respite | 1. Used when a Provider is authorized to move between Community Living Services (CLS) and Respite service throughout the course of a fiscal year with one client; and/or 2. Used with a Provider who provides CLS/Respite services to multiple clients at multiple site throughout the fiscal year; and/or 3. Used with a Provider who provides CLS/Respite services to multiple clients over a short duration; and/or 4. Provides any or all of the above and only CLS services |
| Drop-in | 1. Straightforward contract for Drop-in SMI or SMI/IDD/SUD co-occurring services with a 501-c-3 client run center to focus on support and aftercare. |
| Children’s Therapeutic Foster Care & Other Children’s Community Settings | 1. Typically used for Individual foster care home placements (single child) where programing and skill building occurs. |
| Crisis Residential | A.) Used for Crisis Residential Facilities. Intended for diversions from inpatient hospitalization and the stay is anticipated to be “short-term” |
| Professional Individual | 1. Used with a single professional for services such as counseling, occupational therapy, etc. 2. Typically, a sole proprietor. |
| Professional Group or Clinic | 1. Used with group practices or clinics 2. Typically, Non-profits, Group LLC’s, or for profit companies. |
| Residential “Type A” Contract | 1. Used generally when the Home is owned and licensed by an independent provider. They are licensed as specializing in either Mental Illness or IDD. 2. The contract is for one of the beds in the facility and must address client needs over and above staffing levels and support provided for under typical licensing placements and staffing ratios as required by regulations and laws. |
| Residential “Type B” Contract | 1. Used when the home is either leased or owned by the CMH. 2. Licensed by the provider. 3. Bed access is controlled by the CMH 4. Is essentially a staffing contract and budget is facility based as opposed to client specific. 5. Net Cost contracting is often used for these arrangements in Exhibit F. |
| Supported Independent Residential Services | 1. Used for unlicensed settings. 2. Must be less than 4 individuals (per State law). 3. The Clients must hold the lease or own the home and expenses are paid by the clients or their guardians. 4. Payment is for staff to provide community living supports. 5. Home Help must be backed out of the overall staffing as determined by MDHHS evaluation and billed by the provider to the MDHHS separately. |
| **Special Topics Section of Contracts** |  |
| Indemnity | Three types:   1. Protection of CMH 2. Two-way protections 3. Not addressed (each to their own) |
| Liability Insurance | More of an art form:   1. Risk exposure to the CMH typically measured in human and financial terms. 2. There are guidelines from State Departments and Contracts   **General Coverage is currently:**  Minimum Limits:  $1,000,000 Each Occurrence  $1,000,000 Personal & Advertising Injury  $2,000,000 General Aggregate  $2,000,000 Products/Completed Operations    **Professional Liability (Errors and Omissions) Insurance**:  Minimum Limits:  $3,000,000 Each Occurrence  $3,000,000 Annual Aggregate   1. Michigan Municipal Risk has issued guidance on occasion. 2. There are 3 coverage levels for AFC homes:   General Liability – Covers the premises and individuals onsite.  Professional Liability – Relates to the care provided to residents.  Abuse and Molestation   1. Factoring to rates are location, square footage, number of beds, and/or number of employees. Property coverage is also required (commercial policy above homeowner’s insurance). Current industry standards for coverage limits were provided as $1M per occurrence and $3M aggregate; umbrella policies may be purchased to increase coverage limits. |
| Use of Provider contract | Place holder Note conditions and what to look for |
| Earned Contract/They Pay Us | "Earned contracts", or "They pay us contracts" are where you would want the terms to be in your favor. Someone is buying a service from your CMH as opposed to you buying from them. So therefore, you are going to state the stuff that you feel minimally necessary to execute the contract for the services that they are paying you for. |
| Background Checks | Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractors and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan P.A. 427 of 2018. Upon request, or as may be specified in Schedule A, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks. |
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