Common codes:

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| CLS/Respite  | Community Living Supports, Respite  | H2015, T1005, S5151, H0045 (and modifiers)  |

Common questions (from Region 2 Collaboration Guide):

**IX. Community Living Supports/Respite issue.  What notice does a CLS provider have to give to terminate services to a specific consumer?  Our practice has been a 30 day notice.  The issue with the clinical team is when a consumer has gone through every CLS provider on the Panel.  The case managers need the time to find a new provider who is willing to provide CLS services and not have an interruption in services.  Any interruption in services becomes a Recipient Rights issue.  So, is a 30 notice from the provider reasonable?**

CLS/Respite it is negotiated, and 30 days has precedence. So yes 30 should be enough. If a very difficult consumers 60 would also be acceptable…it can be negotiated.

**XII. CLS/Respite**

1. **Should the (full size, comprehensive) contract should be used for (respite) providers who only provide services 1 week per year (family member)?**

The decision is up to CMH based on what risk it is willing to accept.  While it may be overwhelming for respite providers (advanced reading level) to use a comprehensive contract, it would benefit CMHSP to have the contract in place out of precaution. In the end the contract protects the clients and ensures appropriate services and proper insurances, certifications, etc.

1. **Are minimum training requirements in CMH contracts typically required by the PIHP?**

Typically, yes, but the CMHSPs can add more if they have additional requirements.

1. **Should CMHSPs pay respite providers for training time? Is Specialized Residential Services training done online or in a classroom setting?**

No, respite providers do not need to be paid for training; most trainings can be done online (other than recipient rights, CPR/First Aid). For Specialized Residential, providers are responsible for training their staff; trainings can be made available via website as well. Associated costs should be in the providers rate structure.

1. **At what point should providers furnish documentation of authority to conduct business in the state of Michigan, regarding page 3, Section V(A-B) of the CLS/Respite contract:**

***“The Provider shall furnish the Payor with notice of proof of the Provider’s authority to conduct business in the State of Michigan and in what business capacity, prior to commencing services under this Agreement…”***

***“Pursuant to 42 CFR 455.104-106 the Provider shall furnish the payor with notice of proof of financial solvency, prior to commending services hereunder…”***

As stated in the verbiage, prior to commencing services. For established providers it should already be on file. If it has not been obtained, contractors should exercise due diligence to try to obtain it.

1. **Some contract boilerplates used for a variety of services may not have license, accreditation, certification, or privileging requirements that pertain to respite providers. How can this situation be handled?**

Simply adding a “where applicable” can suffice without changing the contract or eliminating clauses. For CLS and respite contracts, the wording needs to be in a way that addresses the additional risk due to unlicensed provider staff.

XIV. What is the best way to add staffing ratios to calculate reimbursement in a contract?

The ratio is calculated in the exhibit section using the number of FTEs required, the number of clients being served, and the number of CLS hours required (from the Person-Centered Plan). This presents a situation which requires an amendment anytime a client is added to or removed from the services covered under the contract.