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| <b>COMMUNITY MENTAL HEALTH PARTNERSHIP OF SOUTHEAST MICHIGAN</b>                             |                       | <b><i>Policy and Procedure</i></b>                                |                                |
| <b>Department</b><br>Provider Relations Unit   |                       | <b># of Pages:</b> 4  |                                |
| <b>Policy Name</b><br><br><b>CONTRACT TERMINATION AND OR NOTIFICATION OF PROVIDER CHANGE</b> |                       | <b>Type of Policy:</b><br><br>[ ] WCHO [ X ] Regional [ ] Network |                                |
| <b>Policy Number</b>   | <b>Effective Date</b> | <b>Revision Date</b><br>1/6/06                                    | <b>Approval Date</b><br>3-8-06 |
| <b>Administrative/Board of Directors Sign Off</b>  |                       |   |                                |
| <b>Administrative Signature:</b>   |                       |   | <b>Date:</b>                   |
| <b>Board of Directors Signature:</b>   |                       |   | <b>Date:</b>                   |

**I. PURPOSE**

To establish a uniform process for terminating a contract with a service provider and notifying consumers of same.

**II. APPLICATION**

This policy applies to any contractor providing specialty support services under contract with an affiliate member of the Community Mental Health Partnership of Southeast Michigan.

**III. DEFINITIONS**

**Community Mental Health Partnership of Southeast Michigan (CMHPSM):** An affiliation of the mental health boards for the Counties of Lenawee, Livingston, Monroe, and Washtenaw.

**Comprehensive Specialty Services Network (CSSN):** An organization that is certified as a CMHSP, including a recipient rights systems, services across all populations, a publicly appointed Board of Directors, and accreditation from JCAHO.

**Comprehensive Specialty Services Network Look-Alike (CSSN look-alike):** A public entity with a publicly appointed Board of Directors or a Board of Directors composed of elected officials, services across all populations, and accreditation from JCAHO.

**Specialty Support Services:** Services provided under Michigan’s state Medicaid plan and federally approved 1915(b) waiver and 1915(c) Habilitation Supports Waiver for community-based mental health, substance abuse, and developmentally disabled services delivered under the auspices of an approved Prepaid Inpatient Health Plan.

**IV. POLICY**

Contract termination will occur in accordance with the termination clause of the contract between the parties. Consumers receiving services from the provider for which the contract is being terminated will be notified in writing by the affiliate member of the CMHPSM that holds the contract. Consumer notification shall be coordinated between the Member Services Department and the contract department. A good faith effort shall be made to notify affected consumers within fourteen (14) calendar days of sending or receiving the notice of termination.

Contracted providers will have the opportunity to follow the provider appeal process as set forth in the CMHPSM Provider Appeals Policy.

**V. EXHIBITS**

None.

**VI. REFERENCES**

- A. Balanced Budget Act, particularly 438.10(f)(5)
- B. CMHPSM Provider Appeals Policy
- C. Michigan Department of Community Health Contracts

**VII. PROCEDURES**

| <u>WHO</u>                                       | <u>DOES WHAT</u>   |
|--|--|
| <b>A. <u>CMHPSM Terminating the Contract</u></b> |  |
| Local CMHPSM Affiliate Board                     | 1. Makes the decision to terminate a contract or certain services provided under the contract  |
| CMHPSM Affiliate Director/designee               | 1. In accordance with contract language, notifies the provider of its intent to terminate the contractual relationship or certain services provided under the contract.  |
| Contract Department Staff                        | 1. Notifies Member Services, other internal units, and the regional Network Management Committee of the termination.<br><br>2. Ensures that any affected consumers and/or guardians are notified within 14 calendar days of the action. Consumers who are receiving services from the provider shall be informed of the following: |

**WHO**

**DOES WHAT**

Contract Department Staff

- a. Contract to be terminated, or services to be terminated if applicable;
  - b. Effective date of the termination;
  - c. Options for a new provider; and
  - d. How to choose a new provider.
3. Coordinates a transition plan with the provider in accordance with contract language, taking into account the following factors:
- a. Minimal disruption to the continuity of service for consumers,
  - b. The timeframe in which a new service provider can assume contractual obligations,
  - c. Procurement of any required license and/or certification by the new service
  - d. To the extent possible, minimal disruption to the operations of the provider being terminated.

**B. Provider Terminating the Contract**

Network Provider

- 1. In accordance with contract language, notifies a CMHPSM affiliate of its intent to terminate the contractual relationship or certain services provided under the contract.

CMHPSM Affiliate Director/designee

- 1. Informs the Board of the provider's intent to terminate contractual relationship or certain services provided under the contract.

Contract Department Staff

- 1. Acknowledges intent to terminate.
- 2. Notifies Member Services, other internal units, and the regional Network Management Committee of the termination
- 3. Ensure that any affected consumers and/or guardians are notified within 14 days of the action. Consumers who are receiving services from the provider shall be informed of the following:

**WHO**

Contract Department Staff

**DOES WHAT**

- a. Contract to be terminated, or services to be terminated if applicable;
  - b. Effective date of the termination;
  - c. Options for a new provider;
  - d. How to choose a new provider
4. Coordinates a transition plan with the provider in accordance with contract language, taking into account the following factors:
- a. Minimal disruption to the continuity of service for consumers,
  - b. The timeframe in which a new service provider can assume contractual obligations,
  - c. Procurement of any required license and/or certification by the new service provider; and
  - d. To the extent possible, minimal disruption to the operations of the provider terminating the contract.