Montcalm Care Network

Provider Manual

Effective October 1, 2018

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Introduction

Montcalm Care Network's role is to provide specialty behavioral health services and supports to individuals and families in Montcalm County with severe and persistent mental illness, serious emotional disturbances, developmental disabilities and/or intellectual disabilities and co-occurring substance use disorders. For those we are unable to serve, we work to link them to other resources available in our community.

This manual is intended to provide you with information that will assist and inform you on policies, procedures, practices and philosophies of care while providing services on behalf of our agency. If you have any questions, or would like additional information, please feel free to contact our agency

Mission, Vision and Values

Mission Statement

To be the integrated care provider of choice for the residents of Montcalm County by delivering services and supports that result in better care, better outcomes and better value for those we serve.

Vision Statement

To be a valued partner in building a community that is committed to wellness and embraces the full participation of every citizen.

Values

Innovative: Our services are evidence based and maximize the use of technologies in providing individualized care that is efficient and effective.

Compassionate: Our services are provided in a professional and caring manner with respect for diversity and individuality.

Accessible: Our services are integrated in the community and responsive to its needs.

Recovery Oriented: Our services are aimed at supporting the individual through a person-centered approach that honors choice, emphasizes strengths and desires, and contributes to overall health and wellness.

Exceptional Service: Our interactions in the community build relationships and result in positive experiences.

COMMON ABBREVIATIONS AND ACRONYMS

A

ABA - Applied Behavioral Analysis
ADHD- Attention deficit hyperactivity disorder
ADL - Activity of daily living
ADLS - Adult daily living skills
AFC - Adult foster care
ARC - Association of People with Intellectual & Developmental Disabilities
ATO - Alternative Treatment Order

B

BTPRC - Behavioral Treatment Plan Review Committee

C

CAFAS - Child and Adolescent Functioning Assessment Scale
CARF - Commission on Accreditation of Rehabilitation Facilities
CMH - Community Mental Health
CP - Cerebral Palsy
CPS - Child Protective Services

D

DBT - Dialectical Behavioral Therapy
DCH - Department of Community Health (now MDHHS)
DD - Developmentally Disabled
DPH - Department of Public Health
Dx- Diagnosis

F

FY - Fiscal Year

H

HB - Home Based
HSW - Habilitation Supports Waiver

I

IDDT - Integrated Dual Diagnosis Treatment (integrated treatment for mental illness and substance abuse)
IEP - Individual Education Plan
IH - Integrated Health
IMH - Infant Mental Health
ISD - Intermediate school district
IST - Incompetent to stand trial

J

JCAHO - Joint Commission on Accreditation of Health Care Organizations

L

Lab - Laboratory

M

MACMHB - Michigan Association of Community Mental Health Boards
MDHHS - Michigan Department of Health & Human Services
MI - Mentally ill
MRI - Magnetic Resonance Imaging
MRS - Michigan Rehabilitation Services
MS - Mental Status
MSE - Mental Status Exam
MSHN - Mid State Health Network
MST - Multisystemic Therapy

N

NAMI - National Alliance of Mental Illness
NASW - National Association of Social Workers
NIMH - National Institute of Mental Health
NOS - Not otherwise specified

O

OBRA - Omnibus Budget Reconciliation Act
OCD - Obsessive Compulsive Disorder
ODD - Oppositional Defiant Disorder
OP -Outpatient
ORR - Office of Recipient Rights
OT - Occupational Therapy
OTIS - Offender Tracking and Information System

P

PA 198 - Public Act, Federal Special Education Legislation for the Handicapped
PA 258 - Public Act, Michigan's Mental Health code of 1974, as amended
PECFAS - Preschool and Early Childhood Functional Assessment
PCP - Person Centered Plan
PFCP -Person or Family Centered Plan
PMTO - Parent Management Training Oregon Model
PT - Physical Therapy
PTSD - Post Traumatic Stress Disorder

R

RR - Recipient Rights
RRA - Recipient Rights Advisor
RRO - Recipient Rights Officer

RROAM - Recipient Right Officers Association of Michigan

S

SA - Substance Abuse
SS - Social Security
SSA - Social Security Administration
SSDA - Social Security Disability for an Adult Child
SSDI - Social Security Disability Income
SSI - Supplemental Security Income
SSN -Social Security Number

T

TBI - Traumatic Brain Injury
T.E. - Transitional employment
Title XIX - Federal allocation for Medicaid
TMI -Trainable Mentally Impaired program (schools)

V

VA - Veterans Administration

Person/Family Centered Planning (PFCP)

MONTCALM CARE NETWORK 611 North State Street, Stanton, MI 48888	
Person/Family Centered Planning (PFCP)	Section: 8119
Effective Date: May 27, 1997	Revised Date: April 23, 2016
Version: 5	Status: Current

Montcalm Care Network shall ensure that each consumer is given the opportunity to participate in a person/family centered planning (PFCP) process for the purpose of developing a written individual or family plan of service.

1. Consumers are informed of their rights to Person/Family Centered Planning (PFCP).
2. Individuals are given the option of independent facilitation (unless receiving short-term outpatient therapy, medication only, or incarcerated.)
3. A preliminary plan of service is developed within 7 days of starting services.
4. A Preplanning meeting occurs before the Person/Family Centered Planning meeting.
5. The Plan will identify and address areas of clinical concern, the consumer's and/or family's plans, goals, wishes and dreams. The PFCP will address all needs identified in the assessment including all health and safety concerns and needs that may require referral to other service providers.
6. The PFCP will contain meaningful, measurable goals and objectives.
7. The Plan will identify and describe the role of family member and other natural and community supports including other care providers expected to plan a part in assisting the consumer to meet goals.
8. The PFCP will identify any restrictions or limitation of the consumer's choices or rights permissible by law and necessary to protect the health, safety and welfare of the consumer or others. Attempts to avoid such restrictions and actions that will be taken as part of the plan to ameliorate or eliminate the need for the restrictions in the future will be documented.
9. The Plan will also include individual and/or family cultural considerations as identified by the consumer.
10. The Plan shall be kept current and shall be modified when indicated or when requested by the consumer.
11. Progress toward the Plan will be evaluated at set intervals and include a review of consumer satisfaction.
12. The individual in charge of implementing the Plan of service shall be designated in the plan.
13. The consumer will receive a copy of the Plan within fifteen (15) days of plan completion.
14. Person/Family Centered Plans of care will be renewed or revised every 365 days from the start of the plan.
15. The Person/Family Centered Plan will act as an authorization for services. Services will remain in effect until the expiration of the PFCP. Plans and authorizations may be extended for 45 days after the expiration period.

16. Consumers may receive prevention, wellness or peer support activities designed to provide short-term group psychoeducation or assistance in accessing benefits without a preauthorization in the Person/Family Centered Plan.

17. If a consumer or in the case of a child, the family is not satisfied with the individual plan of service, the consumer, guardian or the parent of a minor consumer, may make a request for review to the designated individual in charge of implementing the plan. The review shall be completed by clinical leadership with in thirty (30) days. Consumers may also access the informal complaint process, the Recipient Rights System or may exercise their grievance and compliant rights.

Person/Family Centered Planning (PFCP)

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	**PROCEDURE**
SUBJECT: Person/Family Centered Planning (PFCP)	Section: 8119A
Effective Date: May 27, 1997	Revised Date: November 9, 2015; May 16, 2018; October 15, 2018
Version: 3	Status: Current

Montcalm Care Network (CMH) has adopted MDHHS contractually defined practice guidelines and any associated interpretive advisories as the basis for our best practice guideline for Person/Family Centered Planning (PFCP). Compliance with Person Centered Planning (PCP) principles is monitored as part of the clinical quality review process (Procedure #5300A).

PERSON CENTERED PLANNING FOR ADULTS:

Montcalm Care Network's Person/Family Centered Planning processes will include the following elements:

1. Person-Directed: Individual leads the process and decides when to meet, where and who to invite.

2. Person-Centered: Focused on the individual, not the system or the person's family, guardian, or supports.

3. Outcome-Based: The person identifies outcomes to achieve in pursuing goals.

4. Information, Support and Accommodations: The person receives complete, unbiased information on services and accommodations to understand information as needed.

5. Independent Facilitation: The person can choose an independent facilitator.

6. Preplanning: Each person preplans to ensure a successful PFCP process.

7. Wellness and Well-being: Issues of wellness, well-being and primary care coordination are discussed to ensure people have the supports to live as they choose with the dignity of risk to make health choice like any other member of the community.

8. Participation of Allies: The person choose allies (friends, family, and others) to support him/her through the PFCP process.

INDICATORS REFLECTING PERSON-CENTERED PROCESS:

An Individual Plan of Services (IPOS) will be developed utilizing the PCP process minimally on annual basis (every 365 days) using first person language, understandable to the individual with minimal clinical jargon, and the individual will receive a copy of that plan within 15 business days of completing the PCP process. Assessments inform the PCP process but are not a substitute for process. Together the assessment and PCP process identify goals, risk, and needs. This leads to service authorization, utilization management and

review. No single scale or tool is solely utilized to determine the overall IPOS budget. Written documentation contained in the annual assessment and treatment plan shall reflect the following indications of compliance with Person/Family Centered Processes:

1. A description of individual strengths, abilities, plans, hopes, interests, preferences, and natural supports.
2. The goals and outcomes identified by the person and how progress toward achieving outcomes will be measured.
3. The services and supports needed to work toward or achieve those outcomes through the CMH, other publicly funded programs, community supports, and natural supports including the specific persons, providers, and/or entities both paid and non-paid will be documented.
4. The setting the person chooses to live in and what alternatives were considered. How that setting is integrated in to the larger community with opportunities for employment in a competitive setting, engagement in community life, control of personal resources, and the ability to receive services with the same access as persons not in the mental health setting.
5. The amount, scope, and duration of medically necessary services and supports authorized by and obtained through the CMH.
6. Documentation that the IPOS prevents the provision of unnecessary supports or inappropriate services and supports.
7. Documentation of any restrictions or modifications of additional conditions.
8. Any services the person is receiving through Self-Determination.
9. The estimate/prospective cost of services and supports authorized by the CMH.
10. The roles and responsibilities of the person, the primary clinician, allies, and providers in implementing the IPOS.
11. The person responsible for monitoring the plan.
12. The signature of the person and/or representative and primary clinician.
13. The plan for sharing the IPOS with natural supports with the individual's permission. Documentation in the EHR of who received a copy of the plan.
14. A timeline for review of required notifications.

TRAINING:

1. The Agency staff involved in the Person/Family Centered Process will be provided training related to this process. This training includes MDHHS provided training and in-service training.
2. Training in the individual Person/Family Centered Plan of Service will be provided to families, foster care home management, direct care staff and other providers as indicated in the plan when a new PFCP is developed and when a change is made.
3. Informal training of individuals and other participants in the Person/Family Centered Planning process will occur at the Person/Family Centered Planning meetings at least annually and as needed.
4. The primary clinician will facilitate educational updates to those involved in the Person/Family Centered Process, including guardians, consumers, home staff, program staff and other interested parties. Information to be shared will include:
   A. The philosophy of Person/Family Centered Planning;
   B. Rights and responsibilities of the planning process, including communication accommodations for preferences of meeting times and place;
   C. The QAPIP system will monitor documentation of Person/Family Centered Planning processes in the consumer file through Peer and Utilization Review as needed.

HEALTH AND SAFETY ASSURANCES:

1. Health and safety screens will be completed minimally on an annual basis. Any identified issues in various community settings (home, work, school, community based social activities, etc.) will be monitored on an ongoing basis by all clinicians involved. Any identified health or safety concerns will be addressed in the Plan of Services. The plan should minimally include a referral for a physical examination by a qualified medical professional if there are any unmet identified medical concerns identified by the screening.

2. A person's basic needs will be attended to including food, shelter, clothing or other basic well-being.

3. All Habilitation Supports Waiver consumers and consumers living in specialized residential settings will receive the following health assessments: annual physical examination completed by a physician annually, and for those enrolled in the Habilitation Supports Waiver system of care, a nursing assessment annually when medically necessary. Monitoring as indicated on the treatment plan.

4. The primary clinician is responsible to oversee the coordination, implementation and supports required to insure health and safety of the consumer. The primary clinician is responsible to address safety issues in the annual assessment, individual plan and will monitor these issues at least quarterly.

Consumer choices in their lives will be respected by the treatment team and this Agency. In the case of consumer choices related to health and safety matters made contrary to medical advice or treatment team the PCP will highlight personal responsibility including taking appropriate risks. The plan must identify risks and risk factors and measures to minimize them, while considering the person's right to assume some degree of personal risk. The plan must assure health and safety. When necessary, an emergency or back-up plan must be documented and encompass a range of circumstances to address the individual health and safety risk.

HOME and COMMUNITY BASED SERVICES GUIDELINES:

Any efforts to restrict certain rights and freedom must be justified by a specific and individualized assessed health and safety need.

Rights and Freedoms in Home and Community Based Services (HCBS) for persons residing in specialized foster care.

1. Individuals care must have a lease or residency agreement.
2. Sleeping or living units must be lockable with only appropriate staff having a key.
3. Individuals sharing units must have a choice of roommate.
4. Individuals have a right to furnish and decorate their living unit within lease agreements.
5. Individuals have the right to control their own schedule and access to food.
6. Individuals are able to have visitors of their choosing at any time.

If a restriction to rights is made the IPOS should reflect:

1. The specific and individualized health or safety need.
2. The positive interventions and supports to be used prior to any modification.

3. Previous less intrusive methods that have been tried but were unsuccessful.
4. A description of the modification being proportional to the assessed health or safety need.
5. A regular collection and review of data for effectiveness of the modification.
6. Established time limits for periodic reviews to determine if the modification is still necessary or can be terminated.
7. Informed consent from the individual for the modification.
8. An assurance the modification will cause no harm.

Conflict Free Case Management:

For persons receiving HCBS services the person responsible for overseeing the PCP process is separate from the eligibility determination, assessment, and service provision.

FAMILY CENTERED PLANNING FOR CHILDREN AND YOUTH:

Family Centered Planning and services encompasses all of the principals, elements, indicators, and assurances of Person-Centered Planning for adults with the following additional considerations.

1. For the purpose of this process, a child is defined as a minor up through age twelve (12); a youth is defined as a minor age 13 through 18.

2. A family self-defines who is included in the family and their choices of participants in the Family Centered Planning process.

3. Because child development is at a faster rate than occurs with adults, more frequent review of the plan may be needed or may be required by certain programs.

4. Family Centered Planning and services include the following:

    I. The recognition that parents play an essential role in the lives of their children and have the most significant influence on the child's health, growth, development and welfare.
    II. The recognition that the enhancement of parental competence is the best avenue for achieving better outcomes for children.
    III. The understanding that services and plans must be family-specific, culturally competent and individualized based on the strengths, concerns and resources of the family.
    IV. The understanding that interventions that build competence and skills promote self-empowerment and resiliency.
    V. The understanding that children are best served through the promotion of child/youth choice and leadership consistent with the maturity of the child or youth in preparation for the responsibilities of adulthood.

5. Participants adhere to the following applications of family centered principals:

    a. Partnerships are developed with parents, children and youth.
        - Families have unbiased access to the same information that providers have.
        - Families are included in all communication about the child.

- Families are counseled about what will work best for their child and their family.
- Families are supported and encouraged to include children in the planning process.
- The partnership with youth is enhanced as they are taught the skills to direct their own treatment outcomes.
- Disagreements between parents and child about who should be involved in the planning process should be negotiated to ensure that the process is as inclusive as possible.

b. Mutual respect and honesty exist between all partners
   - Families are treated as valued customers by every staff they encounter
   - Parents receive supportive feedback to help them to be effective; parents are encouraged to do the same for providers.
   - Families and providers work together to define responsibilities and roles for carrying out the family-centered plan.
   - No decisions are made without consultation of the family.
   - Youth are given information to make choices.

c. Planning and services are individualized
   - Each family's plan is unique and includes the services and supports they need and choose as best suited to their family.
   - The individualized plan incorporates the child's, youth's and family's strengths and culture.
   - The planning process and service is tailored to the child's development. And as children mature, they are expected to make more choices for themselves.
   - Family strengths and individual strengths are recognized and built upon.
   - Families are told from first contacts that the purpose of mental health services is to build on existing strengths and competencies.
   - Help parents to focus most on their child's strengths rather than on their diagnosis or disability.
   - Help parents to recognize the strengths of other family members.

d. Family culture is acknowledged and respected
   - Providers actively seek information directly from the family about the family culture.
   - Family culture is considered as a major influence impacting the selection of interventions.
   - All written materials are available in the native language or preferred mode of communication with the parents, child and youth.
   - Language assistance is provided as needed and requested by the family.

e. Parenting competence and confidence are strengthened.
   - Parents receive supportive feedback regarding their current parenting strategies.
   - Parents engage with providers to develop strategies to increase parenting effectiveness.
   - The needs of children and youth and family are assessed with families and parenting strategies are individualized based on the strengths, interests and culture of the child, youth and parent.

6. During the pre-meeting process, the family should identify the goals, dreams and desires of the family for their child and family. The child or youth should also have an opportunity to express goals, dreams and desires for themselves and those included in the family discussion in age-appropriate terms. Topics the family/child/youth do not want to discuss are identified in the pre-meeting plan.

7. Parents are informed of independent facilitation options.

8. The plan should include a review of all potential support or treatment options including alternative services and should include the services and supports available through other systems of care including primary health care.

9. Health and safety needs are identified, and the child or youth and family are provided with an opportunity to develop a crisis and or safety plan to include step-by-step instructions for all family members in the event of a crisis or safety emergency.

10. Parents of minor children are notified of the child's/families appeal and grievance rights.

11. The plan is signed by parents, guardians, the primary clinician and whenever clinically appropriate the minor is encouraged to sign his/her own plan of care.

12. Evidence of progress toward goals/desired outcomes made by the child/youth/family are discussed with the family and documented in progress notes.

Recovery

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	**PROCEDURE**
SUBJECT: Recovery	Section: 8158
Effective Date: August 27, 2002	Revised Date:
Version: 1	Status: Current

The purpose of the Record Review System is to conduct case examinations and monitor standard compliance through peer, utilization and technical reviews. Services are monitored to ensure high quality care, cost efficiency and effective utilization of resources. Recommendations are provided regarding individual, departmental and organization-wide performance based upon the data gathered through the review process.

Recovery Principles

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	**PROCEDURE**
SUBJECT: Recovery Principles	Section: 8158A
Effective Date: August 27, 2002	Revised Date: April 28, 2014
Version: 2	Status: Current

Montcalm Care Network staff and contract providers will engage in the following principles to encourage recovery and relapse prevention for consumers served:

Actively engage consumers in the recovery process. The consumer will direct the recovery process and consumer input will be obtained throughout the process.

Foster an environment supportive to recovery by emphasizing in access and service delivery processes a holistic approach, family involvement (where appropriate and desired by the individual), community integration, peer support, and sensitivity to diversity. Service access and planning activities will operate from a strength/asset based perspective and individual choice will be emphasized.

Collaborate with the individual to identify a recovery management plan through the Person/Family Centered Planning process. This will focus on interventions that will facilitate recovery and resources that will support the recovery process. The plan will define stages of recovery to provide structure to the process and provide indicators of progress for the individual. The plan will describe the individual's status in regard to recovery and the staff/provider's specific role in the process. The recovery management plan will include interventions to occur in the event that the individual is unable to make decisions during a period of exacerbated symptoms will be predefined.

Demonstrate knowledge regarding recovery models and best practices. Education and support will be provided for primary and secondary consumers regarding the stages of recovery, recovery management planning, and related concepts.

Periodically revise its service delivery systems to reduce/eliminate practices that foster dependence, limit choice contribute to stigma, and are otherwise contrary to principles of recovery.

Participate in local community education activities that promote understanding of mental illness as a disability, emphasize recovery principles and decrease stigma.

Peer Support and Recovery Coach Services

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	**PROCEDURE**
SUBJECT: Peer support and Recovery Coach Services	Section: 8158B
Effective Date: April 28, 2014	Revised Date: April 25, 2016; May 16, 2018
Version: 2	Status: Current

Montcalm Care Network will utilize Peer Support Specialist and Recovery Coaches throughout the service delivery system. A Peer Support Specialist is a mental health professional who has successfully demonstrated the ability to cope with his/her own mental illness and use this experience to assist others in overcoming the obstacles of his/her illness. A Recovery Coach has similar experience overcoming addiction with sustained sobriety and the ability to share the experience of recovery with others. A Peer Support and Recovery Coach Services Program will include:

1. An organization plan for how Peers/Coaches will be utilized throughout the service array to ensure availability to consumers receiving Specialty Services with the direct involvement of the Peer/Coach in designing and reviewing the organizational plan.

2. A process for recruiting, training, and supporting the employment of Peers/Coaches. 3. A process for training all new staff of role of Peers/Coaches in the delivery system and the promotion of a recovery-oriented system of care. Training is provided by Peers/Coaches.

3. Maintenance of a list of persons interested in becoming a Peer/Coach.

4. Matching consumers with a Peer/Coach with similar experiences whenever possible.

5. Gathering information on satisfaction related to Peers/Coaches.

6. Utilizing Peers/Coaches to provide community education related to mental health/co-occurring awareness issues and anti-stigma.

7. Monthly Peer/Coach team meetings, facilitated by a Peer/Coach and attended by a designated member of clinical leadership. Team meetings are designed to provide support in the delivery of peer services, to identify opportunities for improvement in the Peer/Coach Service Program, and to provide overall feedback to the organization about the environment of recovery

The Office of Recipient Rights

MONTCALM CARE NETWORK 611 North State Street, Stanton, MI 48888	
SUBJECT: **The Office of Recipient Rights**	Section: 8900
Effective Date: December 21, 1982	Revised Date: August 26, 1997, April 25, 2006, February 27, 2018
Version: 1	Status: Current

1) In addition to the rights, benefits, and privileges guaranteed by other provisions of the law, the Michigan Constitution of 1963, and the Constitution of the United States, a recipient of Mental Health Services will have the rights guaranteed by Chapter 7 and 7A of the Mental Health Code, which provides a system for determining whether in fact violations have occurred; and shall ensure that firm and fair disciplinary and appropriate remedial action is taken in the event of a violation.

2) The Board of the Montcalm Care Network will empower the Recipient Rights Officer with authority to intervene as necessary to protect the rights of recipients of services at the Montcalm Care Network.

3) The Recipient Rights Officer and Recipient Rights Advisor will be subordinate only to the Director of the Montcalm Care Network and will provide no direct consumer services. The Recipient Rights Advisor will assume all duties of the Recipient Rights Officer in his/her absence.

4) The rights office will be protected from pressures that could interfere with the impartial, even-handed, and thorough performance of its duties. Any actions construed to be harassment or retaliation shall be reported immediately to the Director of the Montcalm Care Network and appropriate disciplinary action will be taken.

5) The Director of the Montcalm Care Network will submit to the Board of the Montcalm Care Network and MDHHS an annual report prepared by the Rights Office on the current status of recipient rights and a review of the operations of the Rights Office.

6) The Director of the Montcalm Care Network will ensure adequate recipient rights. In the absence of the Recipient Rights Officer and Recipient Rights Advisor, the Director of the Montcalm Care Network will appoint a designee with nonclinical responsibilities to receive and initiate investigation of alleged recipient rights violations.

7) The name, address and phone number of the Recipient Rights Officer will be conspicuously posted in all service sites.

8) The rights office will have unimpeded access to all programs and services operated by or under contract to the Montcalm Care Network, as well as all staff employed by or under contract and all evidence necessary to conduct a thorough investigation or to fulfill

its monitoring functions.

9) All Montcalm Care Network employees, as well as contract providers and agents of providers will cooperate in investigations as requested.

10.) In the event of an unplanned absence of the Executive Director, the Clinical Director shall assume all duties for addressing responsibilities related to the Rights Office.

Recipient Rights Complaint Process

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	
SUBJECT: **Recipient Rights Complaint Process**	Section: 8901
Effective Date: February 23, 2005	Revised Date: March 27, 2012; February 27, 2018
Version: 2	Status: Current

1. A recipient, or another individual on behalf of a recipient, may file a recipient rights complaint. A recipient rights complaint may be written or verbal or be based on a determination by the rights office that an incident report represents an alleged violation of Chapter 7 or 7A of the Mental Health Code.

2. The rights office will ensure that all recipients, guardians, parents or other concerned parties have ready access to rights complaints forms.

3. Rights complaints filed by recipients or anyone on their behalf, will be sent or given to the rights office in a timely manner.

4. A rights complaint will contain all of the following information:
   a. A statement of the allegations that gave rise to the dispute;
   b. A statement of the right or rights that may have been violated;
   c. The outcome that the complainant is seeking as a resolution to the complaint.

5. Each rights complaint will be recorded upon receipt by the rights office and acknowledgment of the recording will be sent along with a copy of the complaint to the complainant within five (5) business days.

6. Within five (5) business days after the office receives a complaint, the rights office will notify the complainant if it determines that no investigation of the rights complaint is warranted.

7. If a complaint is outside the jurisdiction of the rights office it will be referred to the appropriate agency.

8. The office will assist the recipient or other individual with the complaint process as necessary.

9. The rights office will advise the recipient or other individual that there are advocacy organizations available to assist in preparation of a written rights complaint and will offer to refer the recipient or other individual to those organizations. In the absence of assistance from an advocacy organization the office will assist in preparing a written rights complaint.

10. The office will inform the recipient or other individual of the option of mediation [refer to procedure #8910C.

11. If a rights complaint has been filed regarding the conduct of the Director of the Montcalm Care Network, the rights investigation will be conducted by the office of another CMHS program or by the State Office of Recipient Rights, as decided by the Montcalm Care Network Board.

12. The rights office will initiate investigation of apparent or suspected rights violations in a timely and efficient manner.

13. If the facts of the alleged violation are clear and the remedy, if applicable, is clear, easily obtainable and does not involve disciplinary action required by statute, the Recipient Rights Officer will:
    a. Facilitate resolution of the complaint;
    b. Document the resolution in writing including any remedial action;
    c. Distribute the written intervention to the complainant;
    d. Close the investigation.

14. Results of the intervention will be issued to the complainant not later than thirty (30) days after the initial complaint is received.

15. If notified that the complainant is unsatisfied with the results of the intervention, the Recipient Rights Officer will immediately reopen the case as an investigation.

16. Investigations will be initiated immediately in cases involving alleged abuse, neglect, serious injury, or death of a recipient when a rights violation was apparent or suspected.

17. Subject to delays involving pending action by external agencies (CPS, law enforcement, etc.), the rights office will complete the investigation not later than ninety (90) calendar days after it receives the rights complaint.

18. Investigation activities for each rights complaint will be accurately recorded by the rights office.

19. The rights office will comply with applicable policies to assure that investigations will be conducted in a manner that does not violate employee rights.

20. The rights office will determine whether a right was violated by using the preponderance of the evidence as its standard of proof. A preponderance of evidence means it is more likely that a right was violated than it was not, based upon the greater weight of the evidence not as to the quantity (i.e., the number of witnesses), but as to the quality (i.e., believability of the witnesses).

21. The rights office will issue a written status report every thirty (30) calendar days during the course of the investigation. The report will be submitted to the complainant, the respondent, and the Director of the Montcalm Care Network. A status report will include all of the following:
    a. Statement of the allegation;
    b. Statement of the issues involved;
    c. Citations to relevant provisions of the Mental Health Code, rules, policies and guidelines;
    d. Investigation progress to date;
    e. Expected date for completion of the investigation.

22. Upon completion of the investigation, the rights office will submit a written investigative report to the respondent and to the Executive Director. (Issuance of the written investigative report may be delayed pending completion of investigations that involve external agencies).

The written investigative report will include all of the following:

a. Statement of the allegation;
b. Statement of the issues involved;
c. Citations to relevant provisions of the Mental Health Code, rules, policies or guidelines;
d. Investigative findings;
e. Conclusions;
f. Recommendations, if any.

23. If it has been determined through investigation that a right has been violated, the respondent will take appropriate remedial action that meets all of the following requirements:
    a. Corrects or provides a remedy for the rights violation;
    b. Is implemented in a timely manner;
    c. Attempts to prevent a recurrence of the rights violation.

24. The remedial action will be documented and made part of the record maintained by the rights office.

25. In substantiated cases of abuse or neglect, the Director of the Montcalm Care Network will take, or cause to be taken, appropriate disciplinary action against those who engaged in the abuse or neglect.

26. The Director of the Montcalm Care Network will submit a written summary report to the complainant and recipient, if different than the complainant, within ten (10) business days after the Director receives a copy of the investigative report. The summary report will include all of the following:
    a. Statement of the allegations;
    b. Statement of issues involved;
    c. Citations to relevant provisions of the Mental Health Code, rules, policies and guidelines;
    d. Summary of investigative findings;
    e. Conclusions of the rights office;
    f. Recommendations made by the rights office;
    g. Action taken, or plan of action proposed by the respondent.
    h. Notice that an appeal of the investigative findings may be appealed no later than forty-five (45) days after receipt of the Summary Report, and that the grounds for appeal are:
        1. The investigative findings of the office are not consistent with the facts or with law, rules, policies or guidelines;
        2. The action taken or plan of action proposed by the respondent does not provide adequate remedy;
        3. An investigation was not initiated or completed on a timely basis.

27. Information in the summary report will be provided within the constraints of the confidentiality/privileged communications sections (330.1748, 330.1750) of the Mental Health Code.

28. Information in the summary report will not violate the rights of any employee (i.e., in accordance with the Bullard-Plawecki Employee Right to Know Act, MCL 423.501 et. seq).

29. Failure to report any suspected right violation will result in administrative action.

30. Any employee or contracted provider who knowingly files a false recipient rights complaint will be subject to administrative action.

31 All Montcalm Care Network employees, contracted providers, and volunteers will receive Recipient Rights Training before or within thirty (30) days after being employed.

Recipient Rights Intervention Process

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	**PROCEDURE**
SUBJECT: Recipient Rights Intervention Process	Section: 8901A
Effective Date: February 23, 2005	Revised Date: February 9, 2018
Version: 1	Status: Current

Upon receipt of a Recipient Rights Complaint, written or verbal, or upon determination that an Incident Report represents an alleged violation, the Recipient Rights Officer will:

A. Log the receipt of the allegation and assign a complaint number;

B. The Office of Recipient Rights will conduct an intervention on apparent or suspected rights violations using preponderance of evidence standard and in compliance with the standards established by MDHHS.

C. If the facts of the alleged violation are clear and the remedy, if applicable, is clear, easily obtainable and does not involve required statutorily required disciplinary action, the Recipient Rights Officer will:

I. Facilitate resolution of the complaint;
II. Document the resolution in writing including any remedial action;
III. Distribute the written intervention to the recipient;
IV. Close the investigation.

D. If notified that the recipient is unsatisfied with the results of the intervention, the Recipient Rights Officer shall reopen the case as an investigation.

Recipient Rights Appeals Process

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	**PROCEDURE**
SUBJECT: Recipient Rights Appeals Process	Section: 8901B
Effective Date: February 23, 2005	Revised Date: April 25, 2006; February 9, 2018; February 28, 2018; April 24, 2018;
Version: 1	Status: Current

1. The Montcalm Care Network Board has designated the Recipient Rights Advisory Committee to serve as the Appeals Committee [See procedure #3100B].

2. A member of the Appeals Committee who has a personal or professional relationship with an individual involved in an appeal will abstain from participation in the appeal as a member of the committee.

3. Not later than forty-five (45) days after receipt of the summary report, the complainant may file a written appeal with the Appeals Committee.

4. The grounds for appeal are:
   a. The investigative findings of the office are not consistent with the facts or with law, rules, policies or guidelines;
   b. The action taken or plan of action proposed by the respondent does not provide adequate remedy;
   c. An investigation was not initiated or completed on a timely basis.

5. The rights office will advise the complainant that there are advocacy organizations available to assist the complainant in preparing the written appeal and will offer to refer the complainant to those organizations. In the absence of assistance from an advocacy organization, the office will assist the complainant in meeting the procedural requirements of a written appeal.

6. The rights office will inform the complainant of the option of mediation [refer to procedure #8901C].

7. Within five (5) business days after receipt of the written appeal, at least three (3) members of the Appeals Committee will review the appeal to determine whether it meets the criteria for appeal.

8. If the appeal is denied because the criteria was not met, the appellant will be notified in writing within five (5) business days. A notice of rejection shall describe the reason(s) for not accepting the appeal.

9. If the appeal is accepted, the appellant will be notified in writing within five (5) business days. A copy of the appeal will be provided to the Rights Office, respondent and Director of the Montcalm Care Network.

10. Within thirty (30) days after receipt of a written appeal, the Appeals Committee will meet and review the facts as stated in all complaint investigation documents and will do one of the following:
    a. Uphold the investigative findings of the rights office and the action taken or plan of action proposed by the respondent;
    b. Return the investigation to the rights office and request that it be reopened or reinvestigated;
    c. Uphold the investigative findings of the rights office, but recommend that the respondent take additional or different action to remedy the violation;
    d. Recommend that the Montcalm Care Network Board request an external investigation by the MDHHS Office of Recipient Rights.

11. The Appeals Committee will document its decision and justification for the decision in writing.

12. If the committee confirms that the investigation was not initiated or completed in a timely manner, recommend that the Director of the Montcalm Care Network take appropriate supervisory action with the investigating Rights Officer/Advisor.

13. Within ten (10) business days after reaching its decision, the committee will provide copies of the decision to the respondent, appellant, recipient if different than the appellant, the recipient's guardian if a guardian has been appointed, the Director of the Montcalm Care Network, and the rights office.

14. Copies of the Appeals Committee decision will also include a statement of the appellant's right to appeal the committee's decision to MDHHS not later than forty-five (45) days after receiving written notice of the decision and that the ground for appeal is the investigative findings of the rights office are not consistent with the facts or with law, rules, policies, or guidelines.

Recipient Rights Advisory Committee

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	**PROCEDURE**
SUBJECT: Recipient Rights Advisory Committee	Section: 3100B
Effective Date: April 25, 2006	Revised Date:
Version: 1	Status: Current

1. The Board of the Montcalm Care Network will establish a Recipient Rights Advisory Committee. The Recipient Rights Advisory Committee will:

   a. Receive, review and recommend to the Board of the Montcalm Care Network for approval, rights related policies and procedures for each service;
   b. Review and provide comments on the report submitted by the Director of the Montcalm Care Network to The Board of the Montcalm Care Network under Section 755 of the Mental Health Code;
   c. Meet at least four times annually to insure all Board of the Montcalm Care Network programs meet with Recipient Rights guidelines;
   d. Maintain a current list of committee members' names and the interests they represent and be made available upon request;
   e. Protect the rights office from pressure that could interfere with the impartial, even-handed, and thorough performance of its functions;
   f. Serve in an advisory capacity to the Director of the Montcalm Care Network and the rights office.
   g. Receive education and training in Recipient Rights policies and procedures;
   h. Serve as the Appeals Committee, as described in Section 784 of the Mental Health Code;
   i. Recommend candidates to head the rights office to the Director of the Montcalm Care Network when a vacancy occurs;
   j. Be a component of Quality Assessment and Performance Improvement;
   k. Submit quarterly reports to the Quality Assessment and Performance Improvement Steering Committee and the Board of the Montcalm Care Network;
   l. Review the funding for the rights office annually

2. Communications from the Recipient Rights Advisory Committee will be from the Committee Chairperson to the Director of the Montcalm Care Network and the Director of the Montcalm Care Network to the Board of the Montcalm Care Network.

3. The Recipient Rights Officer will not be dismissed without the Director of the Montcalm Care Network consulting the Recipient Rights Advisory Committee.

4. Meetings of the Recipient Rights Advisory Committee are subject to the Open Meetings Act.

5. Minutes of the Recipient Rights Advisory Committee will be maintained and made available to individuals upon request.

Consent

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	
SUBJECT: **Consent**	Section: 8902
Effective Date: December 21, 1982	Revised Date: August 26, 1997, June 27, 2000, April 22, 2003, April 25, 2006
Version: 1	Status: Current

1. All of the following are elements of informed consent:
    a. Legal competency. An individual will be presumed to be legally competent. This presumption may be rebutted only by a court appointment of a guardian or exercise by a court of guardianship powers and only to the extent of the scope and duration of the guardianship. An individual will be presumed legally competent regarding matters that are not within the scope and authority of the guardianship.
    b. Knowledge. To consent, a recipient or legal representative must have basic information about the procedure, risks, other related consequences, and other relevant information. Other relevant information includes all of the following:
        1. The purpose of the procedures;
        2. A description of the attendant discomforts, risks, and benefits that can reasonably be expected;
        3. A disclosure of appropriate alternatives advantageous to the recipient;
        4. An offer to answer further inquiries.
    c. Comprehension. An individual must be able to understand what the personal implications of providing consent will be based upon the information provided under subdivision (b).
    d. Voluntariness. There will be free power of choice without the intervention of an element of force, fraud, deceit, duress, overreaching, or other ulterior form of constraint or coercion, including promises or assurances of privileges or freedom. An individual is free to withdraw consent and to discontinue participation or activity at any time without prejudice to the recipient.

2. When requesting consent, there will be an explanation given to the consenting individual which will:
    a. Explain what is proposed;
    b. Explain purpose;
    c. Explain risks and benefits;
    d. Offer to answer any questions.

3. The individual seeking consent will evaluate the comprehension of the consenting individual. If it is determined the individual giving consent does not appear to comprehend the conditions or ramifications of the consent, the individual may decline to provide the service on the grounds that the recipient is not capable of giving or refusing to give an informed consent, and will refer to clinical administration for further evaluation.

4. An evaluation of the ability of a recipient to give consent will precede any guardianship proceedings. This evaluation will be completed by a psychologist not providing direct services to the recipient, assuring that the recipient is the primary beneficiary.

5. A minor fourteen (14) years of age or older, may request and receive mental health services and mental professionals may provide services on an outpatient basis (excluding pregnancy termination referral services and use of psychotropic drugs) without the consent or knowledge of the minor's parent, guardian, or person in loco parentis.

6. The minor's parent, guardian, or person in loco parentis is not informed of the services without the consent of the minor, unless the treating mental health professional determines a compelling need for disclosure based upon substantial probability of harm to the minor or another and if the minor is notified of the treating professional's intent to inform.
7. Services provided to the minor are limited to not more than twelve (12) sessions or four (4) months per request. After that time, the mental health professional terminates the services or, with the consent of the minor, notifies the parent, guardian, or person in loco parentis to obtain consent to provide further outpatient services.

Consent for Treatment

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	**PROCEDURE**
SUBJECT: **Consent for Treatment**	Section: 8902A
Effective Date: September 27, 1994	Revised Date:
Version: 1	Status: Current

Informed consent shall be obtained for the following conditions:

1. Participation in CMHS of Montcalm Board operated or independent contracted services.

2. Fingerprinting, photographing, and audio-video taping of recipients.

3. Disclosure of confidential information which requires consent.

4. Acceptance of medication.

Photography, Voice Recording, Fingerprinting, Use of One-Way Glass

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	
SUBJECT: **Photography, Voice Recording, Fingerprinting, Use of One-Way Glass**	Section: 8904
Effective Date: July 26, 1983	Revised Date: August 26, 1997, April 22, 2003, April 25, 2006
Version: 1	Status: Current

Photography and voice recording of Montcalm Care Network recipients involved in any program may be taken to enhance the services offered to Montcalm Care Network recipients and may only be used for purposes of treatment, staff training, community education, and/or research. Photography includes still, motion picture and videotape cameras.

Photographs and voice recordings may only be taken after receiving expressed written consent from the recipient, or if a minor, from parents with legal and physical custody, or legally appointed guardian. This consent may be withdrawn at any time. The recipient will remain anonymous on the tapes, photos or video unless disclosure is authorized by the recipient. Photographs and voice recordings will not be taken or used if the recipient has indicated objection.

Full disclosure will be made to the recipient, parent with legal and physical custody if a minor, or legally appointed guardian prior to the use of any special observational devices, such as one-way vision mirrors, video cameras, and the use of listening techniques.

Photographs and voice recordings, including copies, taken in order to provide services to a recipient will be kept as part of the client's record until it is no longer necessary as part of the treatment plan, or at the time of case termination. At the time photographs and voice recordings are no longer necessary; they will be destroyed or given to the recipient.

Fingerprinting of recipients will not be done unless extenuating circumstances dictate the need for this procedure. The reasons for the necessity of fingerprinting will be clarified and placed in the recipient record. Fingerprinting will be authorized by the Director of the Montcalm Care Network.

As part of the record, photographs and voice recordings will not be removed from the Montcalm Care Network office unless specifically authorized by the Director of the Montcalm Care Network. The policy of recipient record confidentiality will be strictly observed.

Fingerprints, photographs, or audio tapes taken in order to determine the name of a recipient will be kept as part of the record of the recipient, except that when necessary the fingerprints, photographs, or audio tapes may be delivered to others for assistance in determining the name of the recipient. Fingerprints, photographs or audio tapes so delivered will be returned together with copies that were made. An individual receiving fingerprints, photographs, or audio tapes will be informed of the requirements that return be made. Upon return, the fingerprints, photographs, or audio tapes, together with copies, will be kept as part of the record of the recipient.

In residential settings, photographs may be taken for personal, information or social purposes. A photograph of a recipient will not be taken or used, if the recipient has indicated his or her objection. All photographs taken of a recipient will remain in the residential setting.

Need for audio taping, photography/fingerprinting or use of one-way glass will be reviewed annually to determine if it remains necessary. This evaluation will be completed by the treating clinician

Recipient Abuse and Neglect

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	
SUBJECT: Recipient Abuse and Neglect	Section: 8905
Effective Date: July 26, 1983	Revised Date: March 4, 2008, June 25, 2013
Version: 3	Status: Current

1. A recipient of the Montcalm Care Network will not be subjected to abuse or neglect.

2. "Abuse" means non-accidental physical or emotional harm to a recipient, or sexual contact with or sexual penetration of a recipient, as those terms are defined in section 520a of the Michigan Penal Code, 1931 PA 328, MCL 750.520a, that is committed by an employee or volunteer of the Montcalm Care Network or by an employee or volunteer of a service provider under contract with the Montcalm Care Network. Abuse is further defined as:

   a. Class I - A non-accidental act or provocation of another act by an employee, volunteer, or agent of a provider that caused or contributed to death, serious physical harm or sexual abuse of a recipient;

   b. Class II -Any of the following:
      1) A non-accidental act or provocation or another act by an employee, volunteer, or agent of a provider that caused or contributed to nonserious physical harm to a recipient;
      2) The use of unreasonable force on a recipient by an employee, volunteer, or agent of a provider with or without apparent harm;
      3) An action or provocation of another to act by an employee, volunteer, or agent of a provider that causes or contributes to emotional harm to a recipient;
      4) An action taken on behalf of a recipient by assuming incompetence, although a guardian has not been appointed or sought, that results in substantial economic, material, or emotional harm to the recipient;
      5) Exploitation of a recipient by an employee, volunteer, or agent of a provider.

   c. Class III - Verbal abuse, defined as the use of language or other means of communication by an employee, volunteer, or agent of a provider to degrade, threaten, or sexually harass a recipient.

3. "Neglect" means an act or failure to act committed by an employee or volunteer of the Montcalm Care Network; a service provider under contract with the Montcalm Care Network; or an employee or volunteer of a service provider under contract with the Montcalm Care Network,

that denies a recipient the standard of care of treatment to which he or she is entitled under the Mental Health Code. Neglect is further defined as:

a. Class I - Either of the following:
   1. Acts of commission or omission by an employee, volunteer, or agent of a provider that results from noncompliance with a standard of care or treatment required by law, rules, policies, guidelines, written directives, procedures, or individual plans of service and that cause or contribute to serious physical harm to or sexual abuse of a recipient;
   2. The failure to report apparent or suspected abuse Class I or neglect Class I of a recipient.

b. Class II -Either of the following:

   1. Acts of commission or omission by an employee, volunteer, or agent of a provider that results from noncompliance with a standard of care or treatment required by law, rules, policies, guidelines, written directives, procedures, or individual plans of service and that cause or contribute to non-serious physical harm or emotional harm to a recipient;
   2. The failure to report apparent or suspected abuse Class II or neglect Class II of a recipient.

c. Class III - Either of the following:
   1. Acts of commission or omission by an employee, volunteer, or agent of a provider that result from noncompliance with a standard of care or treatment required by law, rules, policies, guidelines, written directives, procedures, or individual plans of service that either placed or could have placed a recipient at risk of physical harm;
   2. The failure to report apparent or suspected abuse Class III or neglect Class III of a recipient.

4. All Montcalm Care Network employees, volunteers, or agents of contract providers are required to report suspected incidents of abuse of neglect, or any allegations of abuse or neglect made by a recipient to the proper authorities [refer to procedure #8905A].

5. Any instance of physical, emotional, or sexual abuse, acts resulting in degradation, humiliation or exploitation, including financial exploitation, or other types of abuse or neglect of a recipient will not be tolerated, and any Montcalm Care Network employee responsible for this type of action will be considered for dismissal.

SUBJECT: **Recipient Abuse and Neglect Reporting Requirements**	Section: 8905A
Effective Date: February 24, 1987	Revised Date: March 5, 2008
Version: 2	Status: Current

1. Whenever an injury is suffered regarding suspected abuse or neglect, Montcalm Care Network employees, volunteers, or agents of contract providers are responsible for ensuring that the recipient(s) receives immediate proper treatment, comfort and protection as necessary and that action taken by staff sufficiently addresses the urgency of the injury.

2. When a Montcalm Care Network employee, volunteer, or agent of a contract provider has been accused of abuse of a recipient, and when there is reason to believe the abuse may have occurred, provisions will be made to protect the recipient from intimidation or continued abuse.

3. All incidents of recipient abuse or neglect which are apparent to, or suspected by, Montcalm Care Network employees, volunteers, or agents of contract providers will be immediately reported orally and in writing to the rights office and to the employee or volunteer's supervisor or to another administrator. The terms "apparent" or "suspected" shall be construed to mean any and all incidents that the employee or volunteer has either witnessed, or received reports of, that constitute, or may constitute abuse or neglect as defined by this policy, whether or not the employee believes the allegation to be true.

4. In addition to orally reporting, all incidents of recipient abuse or neglect which are apparent to, or suspected by, Montcalm Care Network employees, volunteers, or agents of contract providers will be documented on an Incident Report form and submitted to the Office of Recipient Rights within twenty-four (24) hours of the incident.

5. Montcalm Care Network employees, volunteers, or agents of contract providers who have reasonable cause to suspect abuse or neglect will immediately make an oral report, or cause an oral report to be made, of the suspected abuse or neglect to the local Adult or Child Protective Services Unit.

6. Montcalm Care Network employees, volunteers, or agents of contract providers who have reasonable cause to suspect the criminal abuse of a recipient will immediately make or cause to be made, by telephone, or otherwise, an oral report of the suspected criminal abuse to the Montcalm County Sheriff Department or to the State Police. Within seventy-two (72) hours after making the oral report, the reporting individual will file a written report with the law enforcement agency to which the oral report was made, and with the Director of the Montcalm Care Network.

    a. This written report will contain the name of the recipient and a description of the criminal abuse and other information available to the reporting individual that might establish the cause of the criminal abuse and the manner in which it occurred. The report will become a part of the recipient's clinical record. Before the report becomes a part of the recipient's clinical record, the names of the reporting individuals and the

individual accused of committing the criminal abuse, it contained in the report, will be deleted.

b. The identity of an individual who makes a report under this section is confidential and is not subject to disclosure without the consent of that individual or by order or subpoena of a court of record. An individual acting in good faith who makes a report of criminal abuse against a recipient is immune from civil or criminal liability that might otherwise be incurred. The immunity from civil or criminal liability granted by this subsection extends only to acts done under this section and does not extend to a negligent act that causes personal injury or death.

c. This section does not require a person to report suspected criminal abuse if either of the following applies:
   1. The individual has knowledge that the incident of suspected criminal abuse has been reported to the appropriate law enforcement agency as provided in this section;
   2. The suspected criminal abuse occurred more than one year before the date on which it first became known to an individual who would otherwise be required to make a report.

d. This section does not require an individual required to report suspected criminal abuse to disclose confidential information or a privileged communication except under one or both of the following circumstances:
   1. If the suspected criminal abuse is alleged to have been committed or caused by a mental health professional, an individual employed by or under contract with Montcalm Care Network or an individual employed by a service provider under contract with Montcalm Care Network.
   2. If the suspected criminal abuse is alleged to have been committed in one of the following:
      a. Licensed facility;
      b. A Montcalm Care Network services program site;
      c. A work site of an individual employed by or under contract with Montcalm Care Network or a provider under contract with Montcalm Care Network;
      d. A place where a recipient is under supervision of an individual employed by or under contract with Montcalm Care Network, or a provider under contract with Montcalm Care Network.
      e. Montcalm Care Network will cooperate in the prosecution of appropriate criminal charges against those who have engaged in criminal abuse.

7. Failure to report abuse and neglect will subject the employee to administrative and potentially disciplinary action, up to and including termination.

8. The Recipient Rights Officer will visit the scene of an incident involving abuse or neglect as soon as administratively possible to determine:
   a. Whether emergency services or health care have been provided, and
   b. Whether a dangerous condition or environmental factor is involved in causing the incident and whether it has been remedied.

9. The Recipient Rights Officer will review an incident involving abuse or neglect, gather reports from witnesses or significant others, and make a preliminary judgment whether abuse or neglect is involved and if it is a rights violation.

10. If suspected abuse, neglect or mistreatment occurs in licensed foster care facilities, DHS Protective Services, AFC Licensing and the Office of Recipient Rights, will cooperate in any investigation that may be necessary.

11. If allegation is found to be substantiated, the Director of the Montcalm Care Network will take, or cause to be taken, appropriate disciplinary and remedial action.

12. An individual who makes a report under this section in good faith will not be dismissed or otherwise penalized by an employer or contractor for making the report.

Abuse and Neglect Reporting Standards and Requirements

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	**PROCEDURE**
SUBJECT: **Abuse and Neglect Reporting Standards and Requirements**	Section: 8905B
Effective Date: April 30, 2002	Revised Date:
Version: 1	Status: Current

Suspected abuse or neglect of children or vulnerable adults is reported anytime there are verbal allegations of abuse or neglect, or reasons to suspect abuse or neglect such as the presence of unexplained injuries, malnourishment, poor hygiene to the extent that health is threatened, untreated or uncared for injuries or illnesses, medical reports of repeated injuries, or of illnesses related to malnutrition, exposure, or poor hygiene, or any other care related circumstances adversely affecting health or safety.

SUMMARY OF ABUSE AND NEGLECTREPORTING REQUIREMENTS

LAW	**Section 722, Public Act 258 of 1974, as amended**	**Public Act 238 of 1975**	**Public Act 519 of 1982**	**Section 723, Public Act 258 of 1974, as amended**
	(Mental Health Code-Recipient Abuse)	(Child Protection Law)	(Adult Protective Services Act)	(Mental Health Code - Criminal Abuse)

Where is the report made?	**The Office of Recipient Rights** Michigan Department of Health & Human Services And/or Community Mental Health Service Programs Or Licensed Private Psychiatric Hospitals/Units	**Child Protective Services** Michigan Department of Human Services	**Adult Protective Services** Michigan Department of Human Services	**State Police** **Local Police** **County Sheriff**
What must be reported?	Physical Abuse, Verbal Abuse, Emotional Abuse, Sexual Abuse, Neglect, Serious Injury or Death	Physical Abuse, Mental Abuse, Sexual Abuse, Neglect, Sexual Exploitation	Physical Abuse, Mental Abuse, Sexual Abuse, Maltreatment, Neglect, Exploitation	Assault (other than patient assault), Criminal Sexual Abuse, Criminal Homicide, Vulnerable Adult Abuse, Child Abuse
Who is required to report?	All employees, contract employees, or volunteers of: Michigan Department of Health & Human Services; Community Mental Health Services Programs; licensed private psychiatric hospitals or units.	Physicians, nurses, coroners, medical examiners, dentists, licensed emergency care personnel, audiologists, psychologists, social workers, school administrators, teachers, counselors, law enforcement officers, and child care providers.	Any person employed by an agency licensed to provide, anyone who is licensed, registered, or certified to provide health care, education, social, or other human services; law enforcement officers and child care providers.	All employees, contract employees of: Michigan Department of Health & Human Services; Community Mental Health Services Programs; licensed private psychiatric hospitals or unit; all mental health professionals.
What is the criteria for reporting?	You must report: If you suspect a recipient has been abused or neglected or any allegations of abuse or neglect made by a recipient.	You must report: If you have reasonable cause to suspect a child has been abused, neglected, or sexually exploited.	You must report: If you have reasonable cause to suspect or believe an adult has been abused, neglected, exploited or maltreated.	You must report: If you suspect a recipient or vulnerable adult has been abused or neglected, sexually assaulted, or if you suspect a homicide has occurred. ***You do not have to report if the incident occurred more than one year before your knowledge of it.***
When must the report be made and in what format?	A verbal report must be made immediately. A written report on an Incident Report form must be made before the end of your shift.	A verbal report must be made immediately. A written report on DHS form 3200 must be made within 72 hours.	A verbal report must be made immediately. A written report at the discretion of the reporting person.	A verbal report must be made immediately. A written report must be made within 72 hours of oral report.

To whom are reports made?	To your immediate supervisor and to the Recipient Rights Office.	Children's Protective Services in the county in which the alleged violation occurred.	Adult Protective Services in the county in which the alleged violation occurred.	The law enforcement agency for the county or city in which the alleged violation occurred: a Recipient copy of the written report to the responsible mental health authority.
If there is more than one person with knowledge must all of them make a report?	Not necessarily. Reporting should comply with the policies and procedures set up by each agency.	Someone who has knowledge must report or cause a report to be made. In the case of a school, hospital, or agency, one report is adequate.	Everyone who has knowledge of a violation or an alleged violation must make a report. DHS has typically accepted one report from agencies.	Someone who has knowledge must report or cause a report to be made.
Is there a penalty for failure to report?	Yes. Disciplinary action may be taken, and you may be held civilly liable.	Yes. You may be held civilly liable. Failure to report is also a criminal misdemeanor.	Yes. You may be held civilly liable and have to pay a $500 fine.	Yes. The law states that failure to report or false reporting is a criminal misdemeanor.
Is it necessary to report to more than one agency?	Yes. Each of these laws requires that the designated agency be contacted if an allegation suspected to have occurred falls under its specific jurisdiction. There are several references in each law indicating that reporting to one agency does not absolve the reporting person from the responsibility to report to other agencies as statutorily required.			
Are there other agencies to which reports can be made?	The Michigan Department of Consumer and Industry Services is responsible for investigating alleged abuse and neglect in nursing homes. The Michigan Attorney General's Office has an abuse investigation unit which may also investigate abuse in nursing homes. typically, licensing laws under which care facilities operate mandate that the provider must notify the licensing agency when complaints of abuse or neglect arise.			

Confidentiality

MONTCALM CARE NETWORK
611 North State Street, Stanton, MI 48888

SUBJECT: **Confidentiality**	Section: 8906
Effective Date: December 21, 1987	Revised Date: March 27, 2012
Version: 2	Status: Current

Information in the record of a recipient, and other information acquired in the course of providing mental health services to a recipient, will be kept confidential and will not be open to public inspection. The information may be disclosed outside the Montcalm Care Network or contracted providers, only in the circumstances and under the conditions set forth in Chapter 7, Section 748 and 748a of the Mental Health Code. This includes the following information:

a. Information acquired in diagnostic interviews or examinations;
b. Results, and interpretations of tests ordered by a mental health professional or given by a facility;
c. Entries and progress notes by mental health professionals and support personnel.

2. A summary of Section 748 of the Mental Health Code will be made part of each recipient file.

3. A record of all disclosures will be made part of each recipient file and will include:

a. The information released;
b. To whom it is released;
c. The purpose stated by person requesting the information;
d. A statement indicating how disclosed information is germane to the stated purpose;
e. The part of law under which disclosure is made;
f. A statement that any person receiving information made confidential by this section shall disclose the information to others to the extent consistent with the authorized purpose for which the information was obtained.

4. When requested, confidential information will be disclosed only under one or more of the following circumstances:

a. Pursuant to orders or subpoenas of a court of record, or subpoenas of the legislature, for non-privileged information;
b. To a prosecuting attorney as necessary for him or her to participate in a proceeding governed by the Mental Health Code;
c. To an attorney for the recipient, when the recipient or the recipient's guardian with authority to consent, or the parent of a minor recipient with legal and physical custody has given written consent;
d. To the Auditor General;
e. When necessary in order to comply with another provision of the law;
f. To the Michigan Department of Health & Human Services when necessary in order for the department to discharge a responsibility placed upon it by law;
g. To a surviving spouse, or if none, closest relative of the recipient in order to apply for and receive benefits, but only if spouse of closest relative has been designated the personal representative or has a court order.

5. Pertinent records and information will be released to DHS/CPS within fourteen (14) days after receipt of a written request in accordance with Section 748a of the Mental Health Code.

6. For case records made subsequent to March 28, 1996 information made confidential by Section 748 of the Mental Health Code will be disclosed to a competent adult recipient upon the recipient's request. Release will be done as expeditiously as possible, but in no event later than the earlier of thirty (30) days of the request or prior to release from treatment.

7. Except as otherwise provided in paragraph six (6) above, confidential information may be disclosed to providers of mental health services to the recipient, or to any individual or agency, if consent has been obtained from:

    a. An adult recipient who does not have a guardian;
    b. A recipient's guardian with authority to consent;
    c. A parent with legal custody of a minor recipient;
    d. A court appointed personal representative or executor of the estate of a deceased recipient.

8. Unless disclosure of confidential information is pursuant to paragraph six (6) above, disclosure may be delayed if there is substantial and documented reason to believe that disclosure would be detrimental to the recipient or others, or if the recipient, legally empowered guardian, or parents of a minor child, request that information not be released or decline consent to release information. Once any employee or contracted provider is made aware that the release of information may cause substantial or serious harm to the recipient or another person, the employee or contracted provider will immediately notify the Agency/program Director, or designee. As there are no records held off-site, within three (3) business days of a request for information which has been delayed because of concerns about potential detriment, the Director of the Montcalm Care Network, or designee, will review the request and the reported concerns and make a determination whether or not there is a substantial and documented reason to believe that the disclosure would be detrimental. If the record is not disclosed because there is a substantial and documented reason to believe that the disclosure would be detrimental, there will be a determination whether part of the information can be released without detriment. Any decision to not disclose the requested information may be appealed to the rights office by the person seeking disclosure.

9. Information will be provided to private physicians or psychologists appointed by the court or retained to testify in civil, criminal, or administrative proceedings and will be notified before the review when the records contain privileged communication which cannot be disclosed in court, unless disclosure is permitted because of an express waiver, privilege, or by-law which permits or requires disclosure.

10. A prosecutor may be given non-privileged information or privileged information which may be disclosed if it contains information relating to names of witnesses to acts which support the criteria for involuntary admission, information relevant to alternatives to admission to a hospital or facility and other information designated in policies of the Montcalm Care Network.

11. Information may be disclosed at the discretion of the Director of the Montcalm Care Network, or designee, without the consent of the recipient or legally authorized representative:

    a. In order for the recipient to apply for or receive benefits, but only if the benefits will accrue to the Montcalm Care Network, or will be subject to collection for liability for mental health services;
    b. As necessary for the purpose of evaluation, accreditation, or statistical compilation, provided that the person who is the subject of the information can be identified from the disclosed information only when such identification is essential in order to achieve the

purpose for which the information is sought or when providing such identification would clearly be impractical, but in no event when the subject of the information is likely to be harmed by such identification;

c. To a provider of mental or other health services or a public agency when there is a compelling need for disclosure based upon a substantial probability of harm to the recipient or other individuals.

12. If required by federal law, Montcalm Care Network will grant a representative of Michigan Protection and Advocacy Services access to the records of all of the following:

    a. A recipient, if the recipient or other empowered representative has consented to the access.

    b. A recipient, including a recipient who has died or whose whereabouts are unknown, if all of the following apply:
        1. Because of a mental or physical condition, the recipient is unable to consent to access;
        2. The recipient does not have a guardian or other legal representative, or the recipient's guardian is the State;
        3. Michigan Protection and Advocacy Services has received a complaint on behalf of the recipient or has probable cause to believe based on monitoring or other evidence that the recipient has been subject to abuse or neglect.

    c. A recipient who has a guardian or other legal representative if all of the following apply:
        1. A complaint has been received by the Protection and Advocacy System or there is probable cause to believe the health or safety of the recipient is in serious and immediate jeopardy;
        2. Upon receipt of the name and address of the recipient's legal representative, Michigan Protection and Advocacy Services has contacted the representative and offered assistance in resolving the situation;
        3. The representative has failed or refused to act on behalf of the recipient.

13. In addition to consumer records, clinical information and other records, data, and knowledge collected for or by individuals or committees assigned a peer review function, including the review function under Section 143a(1) of the Mental Health Code, are confidential, are used only for the purpose of peer review, are not public records, and are not subject to court subpoena.

14. Montcalm Care Network when authorized to release information for clinical purposes by the individual, or the individual's guardian, or parent of a minor, will release a copy of the entire record to the provider of mental health services.

15. A recipient, guardian, or parent of a minor recipient, after having gained access to treatment records, may challenge the accuracy, completeness, timeliness, or relevance of factual information in the recipient's record; the recipient or other empowered representative will be allowed to insert into the record a statement correcting or amending the information at issue. The statement will become part of the record. (also refer to policy #11861).

Disclosure of Recipient Records

MONTCALM CARE NETWORK 611 North State Street, Stanton, MI 48888	PROCEDURE

SUBJECT: **Disclosure of Recipient Records**	Section: 8906A
Effective Date: February 23, 2005	Revised Date: September 16, 2016
Version: 2	Status: Current

Before consumer records can be released to an individual or an agency requesting copies of consumer files, Montcalm Care Network (MCN) must have an original copy of a release authorization which includes the following:

a. Dated signatures of the consumer or legally authorized representative (parent or adoptive parent with legal custody, guardian of the person or other person authorized to represent the consumer by an order of a court) and witness;
b. The name of the consumer and other information sufficient enough to clearly identify the consumer (i.e., date of birth, social security number);
c. The name of the facility that is to make the disclosure;
d. The purpose and need for the disclosure;
e. The extent and nature of the disclosure and inclusive dates of records to be disclosed and an identification of the specific portions of the record to be disclosed by the individual or the individual's guardian or a parent of a minor;
f. A statement that the consumer or legally authorized representative understands that the consent is subject to revocation at any time and the specification of a date, event or condition upon which a release authorization could expire;
g. A statement that the consumer or legally authorized representative understands that the information being released may include diagnosis, prognosis, treatment of physical, mental and/or emotional illness, including treatment of psychiatric, alcohol chemical dependency, diagnosis, prognosis, testing, for and/or treatment of HIV, AIDS, Acquired Immunodeficiency Syndrome Related Complex (ARC);
h. The name of the person or facility to whom the information is to be released.

The release authorization will be reviewed by the Director of the Montcalm Care Network, or designee, to verify the presence and authenticity of the above information.

Only records or documents generated by Montcalm Care Network will be released. Records or documents contained in the file, but not generated by Montcalm Care Network, will not be released.

Only records pertaining to the consumer identified on an approved release authorization will be released. Records containing information about more than one consumer will be released only if:

a. All consumers included in the file or the legally appointed representatives of these consumers authorize the release of the information, or
b. All references to consumers not included in the release authorization are excluded from the file prior to release.

There are no charges for consumers, other Community Mental Health agencies or healthcare providers requesting copies of records. For any non-healthcare provider (e.g., attorneys, Social Security Administration, and other such outside sources,) there is a fee to cover the costs of processing requests for records and for photocopying.

a. There is no charge for the last three (3) months of the complete record and up to one year for assessment, treatment planning and quarterly review documents.

b. The charge for documents in excess of those described will be a flat $15.00, and will be paid prior to release of the requested documents.

No client related information will be transmitted outside of the facility via electronic mail (email) except as allowed under MCN policy and procedure #11936.

Disclosure of Primary Care Records vs Mental Health Records

With the provision of more integrated--mental health & primary care--services, MCN shall manage information disclosure as stipulated below and in keeping with HIPAA and Mental Health Code requirements.

1. Records created at MCN during the course of providing mental health services are considered "Mental Health Records" and are subject to disclosure securities as identified under the Mental Health Code. A fully executed authorization to release information is required for disclosure, as noted above in this procedure.
2. Records created at MCN during the course of providing primary care services (Health360 Clinic) are considered "primary care" or "physical health" records, and are subject to disclosure securities as identified under HIPAA rules. A consumer of Health360 Clinic signs a general consent at the start of services at the clinic, stating the consumer understands that coordination of care will take place with other providers as allowed by HIPAA. Therefore, Health360 Clinic staff may have consultations and share information with other health care providers for the purpose of referral, treatment, and general coordination of care.
3. Records created at MCN during the course of providing primary care services that contain, refer to, or cross-reference information that would be considered mental health treatment, shall be subject to the same, more stringent disclosure rules required of mental health records by the Mental Health Code, and a fully executed authorization to release information shall be required.

Treatment by Spiritual Means

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	
SUBJECT: Treatment by Spiritual Means	Section: 8907
Effective Date: February 24, 1987	Revised Date: August 26, 1997, August 26, 2003, April 25, 2006

1."Treatment by spiritual means" encompasses a spiritual discipline or school of thought upon which a recipient wishes to rely to aid physical or mental recovery and includes easy access, at the recipient's expense, to printed, recorded or visual material essential or related to treatment by spiritual means and to a symbolic object of similar significance.

2. Recipients will be permitted to treatment by spiritual means upon request of the recipient, the recipient's guardian or parent of a minor recipient.

3.The treating clinician will notify the Director of the Montcalm Care Network and Probate Court, if appropriate, when medication or other treatment for a minor is refused for spiritual reasons.

4. If a request for treatment by spiritual means is denied, the treating clinician will give written notice to the requesting person indicating the reasons for denial. This notice will be part of the recipient's clinical record.

5. If treatment by spiritual means is denied, the treating clinician will notify the requesting that they may appeal the decision to the rights office.

6. Opportunity for contact with agencies providing treatment by spiritual means will be provided in the same manner as is provided for contact with private mental health professionals.

7. The "right to treatment by spiritual means" includes the right of a recipient, guardian, or parent of a minor to refuse medication or other treatment on spiritual grounds which predate the current allegations of mental illness or disability, but does not extend to circumstances where either:

a. A guardian or the Agency has been empowered by a court to consent to or provide treatment and has done so.
b. A recipient poses harm to himself or herself or others and treatment is essential to prevent physical injury.

8. The right to treatment by spiritual means does not include the right to:

a. Use mechanical devices or chemical or organic compounds which are physically harmful;
b. Engage in activity prohibited by law;
c. Engage in activity which physically harmful to the recipient or others;

d. Engage in activity which is inconsistent with court ordered custody or placement by a person other than the recipient.

Restraint and Physical Management

MONTCALM CARE NETWORK 611 North State Street, Stanton, MI 48888	
SUBJECT: Restraint and Physical Management	Section: 8910
Effective Date: February 24, 1987	Revised Date: February 28, 2012
Version: 3	Status: Current

1. Recipients have the right to be free from any form of restraint used as a means of coercion, discipline, convenience or retaliation.

2. Restraint means the use of a physical device to restraint an individual's movement. Restraint does not include the use of a device primarily intended to provide anatomical support.

3. The utilization of restraint requires application and monitoring by specialized personnel which are not available in a community setting. Therefore, the use of restraints will not be permitted in residential and other program settings.

4. Montcalm Care Network Office of Recipient Rights will review the restraint policies of contractual providers of inpatient services and child caring institutions for compliance with applicable State and Federal rules and regulations.

5. Physical management means a technique used by staff as an emergency intervention to restrict the movement of a recipient by direct physical contact to prevent the recipient from harming himself, herself, or others.

6. Physical management may only be used in situations when a recipient is presenting an imminent risk of serious or nonserious physical harm to himself, herself, or others, and lesser restrictive interventions have been unsuccessful in reducing or eliminating the imminent risk of serious or nonserious physical harm.

7. Physical management shall not be included as a component in a Behavior Treatment Plan.

8. Prone immobilization of a recipient is prohibited unless implementation of physical management techniques, other than prone immobilization, is medically contraindicated and documented in the recipient's record.

Dignity and Respect

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	
SUBJECT**: Dignity and Respect**	Section: 8911
Effective Date: May 27, 1997	Revised Date: March 2, 1999, April 22, 2003, February 22, 2005, April 25, 2006
Version: 1	Status: Current

All Montcalm Care Network employees, volunteers, contractual service providers and employees of contractual service providers will treat recipients and their family members with dignity and respect, being sensitive to conduct that is or may be deemed offensive to the other person.

Dignity is defined as: To be treated with esteem, honor, politeness; to be addressed in a manner that is not patronizing, condescending, or demeaning; to be treated as an equal; to be treated the way any individual would like to be treated.

Respect is defined as: To show deferential regard for; to be treated with esteem, concern, consideration or appreciation; to protect the individual's privacy; to be sensitive to cultural differences; to allow an individual to make choices.

Treatment with dignity and respect shall be further clarified by the recipient or family member, and considered in light of the specific incident, treatment goals, safety concerns, laws and standards, and what a reasonable person would expect under similar circumstances.

Examples of treating a person with dignity and respect include but are not limited to calling a person by his or her preferred name, knocking on a closed door before entering, using positive language, encouraging the person to make choices instead of making assumptions about what he or she wants, taking the person's opinion seriously, including the person in conversations, allowing the person to do things independently or to try new things.

In addition to the above, showing respect for family members shall include:

a. Giving family members an opportunity to provide information to the treating professionals;
b. Providing family members an opportunity to request and receive educational information about the nature of disorders, medications and their side effects, available support services, advocacy and support groups, financial assistance and coping strategies.
c. Information will be received from or provided to family members within the confidentiality constraints of Section 748 of the Mental Health Code.

Least Restrictive Setting

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	
SUBJECT: **Least Restrictive Setting**	Section: 8912
Effective Date: June 28, 1994	Revised Date: April 22, 2003
Version: 1	Status: Current

1. Services will be selected and provided that will represent the least restrictive intervention and environment available.

2. The least restrictive environment and intervention is the one which represents the least departure from normal patterns of living that can be effective in meeting the individual's needs.

3. This concept will always be considered and practiced to the extent possible in the delivery of services.

4. The case record will indicate that the least restrictive intervention and environment has been achieved for the individual.

Services Suited to Condition

MONTCALM CARE NETWORK 611 North State Street, Stanton, MI 48888	
SUBJECT: **Services Suited to Condition**	Section: 8913
Effective Date: August 26, 1997	Revised Date: November 22, 2011

1) Montcalm Care Network will notify an applicant, his or her guardian, or minor applicant's parents that a second opinion to determine if the applicant has a serious mental illness, serious emotional disturbance, or a developmental disability, or is experiencing an emergency or urgent situation may be requested, if denied services.

2) The Person/Family Centered Planning process will be used to develop a written plan of service in partnership with the recipient. This process is detailed in policy #8119.

3) The Person/Family Centered Plan will include an assessment of the recipient's need for food, shelter, clothing, healthcare, employment opportunities where appropriate, educational opportunities where appropriate, legal services and recreation.

4) The Person/Family Centered Plan will identify any restrictions or limitations of the recipient's rights and will include documentation describing attempts to avoid such restrictions, as well as what action will be taken as part of the plan to ameliorate or eliminate the need for the restrictions in the future.

5) Justification for exclusion of individuals chosen by the recipient to participate in the Person/Family Centered Plan process will be documented in the case record.

6) Montcalm Care Network will ensure that a recipient is given a choice of physician or mental health professional within the limits of available staff.

7) Montcalm Care Network will ensure that a recipient may request a second opinion if the Preadmission Screening Unit (PSU) denied hospitalization.

8) A comprehensive functional assessment of a recipients challenging behaviors will be conducted when warranted and will be integrated in the recipients behavioral supports plan.

9) The Behavior Treatment Plan Review Committee, as described in policy #8123, will review and approve all behavioral treatment plans that utilize any restrictive or intrusive behavior treatment techniques, as well as any other rights restrictions or limitations.

10) Services shall be provided in accordance with all applicable standards of care or treatment required by any of the following:

   a) All State or Federal laws, rules, or regulations governing the provision of community mental health services;
   b) Obligations of Montcalm Care Network established under the terms of its contract with the Michigan Department of Health & Human Services;
   c) Obligations of a Provider established under the terms of a contract or employment agreement with Montcalm Care Network;
   d) Montcalm Care Network's policies and procedures;
   e) Written guidelines or protocols of a Provider;
   f) Written directives from a supervisor consistent with any of the above;
   g) A recipient's Individual Plan of Service, commonly referred to as the Person/Family Centered Plan (PFCP).

Denial of Services or Hospitalization

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	**PROCEDURE**
SUBJECT: **Denial of Services or Hospitalization**	Section: 8913A
Effective Date: August 26, 1997	Revised Date: April 28, 2014; July 14, 2017;
Version: 3	Status: Current

If Montcalm Care Network denies access to mental health services or hospitalization, the individual or legal representative has the right to request any of the following processes:

1) If Montcalm Care Network denies hospitalization, the individual, his/her guardian or his/her parent in the case of a minor child, may request a second opinion from the Director of the Montcalm Care Network.

a) The request for the second opinion shall be processed in compliance with Sections 409(4), 498e(4) and 498h(5) of the Mental Health Code.
b) The Director of the Montcalm Care Network shall arrange for an additional evaluation to be performed within three (3) days, excluding Sundays and legal holidays upon receipt of the request.
c) A psychiatrist or other physician, or a licensed psychologist must provide the second opinion.
d) The Director of the Montcalm Care Network, in conjunction with the Medical Director will review the second opinion if this differs from the opinion of the original assessment.
e) The Director of the Montcalm Care Network's decision to uphold or reject the findings of the second opinion will be confirmed in writing to the requestor. This writing will contain the signatures of the Director of the Montcalm Care Network and Medical Director or verification that the decision was made in conjunction with the Medical Director.

2) If Montcalm Care Network denies access to mental health services, the individual or legal representative may request a second opinion from the Director of the Montcalm Care Network.

a) The request for the second opinion shall be processed in compliance with Sections 705 of the Mental Health Code.
b) The Director of the Montcalm Care Network will arrange for an additional evaluation to be performed within three (3) business days by a physician, licensed psychologist, registered nurse, master level social worker, or masters level psychologist.
c) If the individual providing the second opinion determines that the applicant has a serious mental illness, serious emotional disturbance, or a developmental disability, or is experiencing an emergency situation or urgent situation, Montcalm Care Network will direct services to the applicant.

3) If the request for a second opinion is denied, the individual or someone on his/her behalf may file a recipient rights complaint with the Montcalm Care Network's Recipient Rights Office.

4) If the initial request for hospitalization is denied, and the individual is a current recipient of other Montcalm Care Network services, the individual or someone on his/her behalf may file a complaint alleging a violation of his/her right to treatment suited to condition.

5) If the second opinion determines the individual is not clinically suitable for hospitalization and the individual is a current recipient of other Montcalm Care Network services, and a recipient rights

complaint has not been filed previously on behalf of the individual, the individual or someone on his/her behalf may file a complaint with the Montcalm Care Network's Recipient Rights Office.

6) If the initial request for services or hospitalization is denied, individuals or someone on his/her behalf may file an appeal to the local dispute resolution process. (See Policy #8800)

7) If the initial request for services or hospitalization is denied, Medicaid enrollees have the right to request a MDHHS fair hearing in addition to, or in lieu of, requesting a second opinion, filing a rights complaint or utilizing the local dispute resolution process. (See Policy #8800)

8) If the request for services or hospitalization is denied at the local dispute resolution, Non-Medicaid enrollees have the right to request a MDHHS Alternative Dispute Resolution Process. (See Policy #8800)

Right to Entertainment Materials, Information and News

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	
SUBJECT: **Right to Entertainment Materials, Information and News**	Section: 8914
Effective Date: February 24, 1987	Revised Date: May 27, 1997, April 25, 2006
Version: 1	Status: Current

1) A recipient living in a residential care facility will not be prevented from obtaining and using reading, viewing, or listening material at his or her own expense for reasons of, or similar to, censorship.

2) A residential provider may limit access to entertainment materials, information, or news only if such a limitation is specifically approved in the recipient's person/family centered plan.

3) Each instance where a limitation is imposed will be documented in the recipient's clinical record.

4) The limitation/restriction will be periodically reviewed and removed when no longer clinically justified.

5) The right of access does not entitle a minor recipient to obtain and keep printed material, or to view television programs or movies, over objection of a minor's parent or guardian or if prohibited by State Law. Material not prohibited by law may be read or viewed as part of the recipient's person/family centered plan.

6) The residential provider will:

   a) Specify general restrictions on access to material for reading, listening or viewing in posted program rules.
   b) Determine a recipient's interest in, and provide for, a daily newspaper.

c) Permit attempts by the Montcalm Care Network's employee in charge of the Person/Family Centered Plan to persuade a parent or guardian of a minor to withdraw objections to material desired by the minor.
d) Allow a recipient to appeal denial of their right of access to the rights office, and to reverse a denial if indicated.

e) Specify restrictions on the whole residential program for the therapeutic benefit of recipients as a group in posted program rules.

Personal Property and Funds

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	
SUBJECT: **Personal Property and Funds**	Section: 8916
Effective Date: February 24, 1987	Revised Date: June 24, 1997, April 22, 2003, April 25, 2006
Version: 1	Status: Current

1) Residential service providers may adopt exclusions of particular kinds of personal property. Criteria and justification for exclusions of particular kinds of property will be in writing and posted in program rules. An exclusion may be appropriate to the mental or chronological age of recipients, and will include all of the following:

a) Weapons, such as firearms, knives and other sharp objects and explosives;
b) Drugs, whether prescribed or not, unless possession of the drug is specifically authorized by the attending physician;
c) Alcoholic beverages.

2) A recipient's property or living area will not be subject to search by a residential service provider except in the following circumstances:

a) The search is authorized in the recipient's Person/Family Centered Plan;
b) There is reasonable cause to believe the recipient is in possession of contraband or property excluded by written policies, procedures, or rules of the provider.

3) Searches of a recipient's living area or property will occur in the presence of two staff, one of the same sex and the recipient shall be present unless he or she declines.

4) Circumstances surrounding the search including the reason for initiating the search, names of the individuals performing and witnessing the search, and results of the search, including a description of property seized, will be entered in the recipient's clinical record.

5) All limitations of property will be justified and documented in the recipient's record.

6) The individual in charge of the plan of service may limit property in order to prevent the recipient from physically harming himself, herself or others, theft, loss, or destruction of the property, unless a waiver is signed by the recipient or the recipient's guardian.

7) Recipients will be permitted to inspect personal property at reasonable times.

8) A receipt will be given to the recipient and a person designated by the recipient, for any personal property taken into possession of the residential service provider. At the time the recipient moves their property will be returned.

9) A provider of specialized residential services may accept money that is on the person of a resident, that comes to a resident, or that the Agency received on behalf of the resident under a benefit arrangement or otherwise, for safekeeping.

10) The money will be accounted for in writing and in the name of the resident when it is received. Likewise, a written record of disbursements will be maintained by the provider.

11) All money accepted by the provider for safekeeping will be safeguarded against theft, loss, or misappropriation.

12) A resident is entitled to easy access to the money in his or her account and to spend or otherwise use the money as he or she chooses, except as restricted in policies, procedures, or treatment plans.

13) Money accounted for in the name of a resident may be deposited with a financial institution. Any earnings attributable to money in an account of a resident will be credited to that account.

14) All money, including any earnings, in an account of a resident will be delivered to the resident upon his or her release from the home. Upon request, money accounted for in the name of the recipient will be turned over to a legal guardian of the resident if the guardian has such authority.

Freedom of Movement

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	
SUBJECT: **Freedom of Movement**	Section: 8917

Effective Date: February 24, 1987	Revised Date: August 26, 1997, April 25, 2006
Version: 1	Status: Current

1) Montcalm Care Network will endeavor to treat all recipients in the least restrictive setting suitable in accordance with their Person/Family Centered Plan.

2) The freedom of movement of a recipient will not be restricted more than is necessary to provide mental health services to him or her, to prevent injury to him or her or to others, or to prevent substantial property damage, except that security precautions appropriate to the condition and circumstances of an individual admitted by order of a criminal court or transferred as a sentence-serving convict from a penal institution may be taken.

3) Any limitations on freedom of movement will be entered into the recipient's case record and will include:

a) Clinical justification of the limitations;
b) Authorizations of the limitations;
c) Criteria for termination of the limitations;
d) Review/termination date of the limitation;
e) A notation in the record of the explanation of the limitation to the recipient, parent or guardian.

4) Any restrictions on freedom of movement of a recipient will be removed when the circumstances that justified its adoption cease to exist.

Resident Labor

MONTCALM CARE NETWORK 611 North State Street, Stanton, MI 48888	
SUBJECT: **Resident Labor**	Section: 8918
Effective Date: February 24, 1987	Revised Date: September 27, 1994, June 27, 2000, February 22, 2005, April 25, 2006
Version: 1	Status: Current

1) A recipient residing in a residential care facility must voluntarily agree to participate in any occupation training and/or work experience.

2) A recipient residing in a residential care facility may perform labor that contributes to the Operation and maintenance of the residential facility for which the facility would otherwise employ someone only if the recipient voluntarily agrees to perform the labor, engaging in the labor would not be inconsistent with the Person/Family Centered Plan of the recipient, and the amount of time or effort necessary to perform the labor would not be excessive. In no event will discharge or privileges be conditioned upon the performance of such labor.

3) Participation in occupation training and/or work experience will be documented as part of the resident's Person/Family Centered Plan, and will be approved by the individual in charge of the Person/Family Centered Plan.

4) A recipient residing in a residential care facility will be fairly compensated when performing labor which results in an economic benefit to another person or residential agency.

5) Recipients residing in a residential care facility need not be compensated for self-care and personal domiciliary activities. To the extent of their capabilities, residents should be expected to perform personal housekeeping chores, such as maintaining his or her own quarters or when residing within a residential unit in which the residents share in the responsibility for ordinary household chores of the unit, and/or other tasks normally performed by individuals of similar age.

6) One-half of any compensation paid to a resident for labor performed will be exempt from collection for payment of mental health services provided.

7) Residents who are under the legal working age as defined in applicable Federal and State Child Labor Laws may not engage in work.

Communication, Mail, Telephone and Visitation

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	
SUBJECT: **Communication, Mail, Telephone and Visitation**	Section: 8919
Effective Date: February 24, 1987	Revised Date: August 26, 1997, June 27, 2000, April 22, 2003, April 25, 2006
Version: 1	Status: Current

1) Recipients residing in a residential care facility will be entitled to unimpeded, private, and uncensored communication with others by mail and telephone, and to visit with persons of his/her choice, except under circumstances outlined in restriction/limitation of such communication outlined in this policy.

2) Residential service providers will ensure that:
   a) Telephones will be made reasonably accessible;
   b) Correspondence can be conveniently and confidentially received and mailed;
   c) Space for visits is made available.

3) Writing materials, telephone usage funds, and postage will be provided to recipients residing in a residential care facility in reasonable amounts, if the recipient is unable to procure such items.

4) Reasonable times and places for use of telephones and visits will be documented in program rules and posted in common areas. These rules will also establish reasonable privacy for such use/visits.

5) Mail for a recipient will not be opened unless a recipient, a legally empowered guardian, or the parent of a minor has consented that an article of mail may be opened by a designated person, or there is reasonable belief that the mail is a violation of a limitation. Outgoing mail will not be opened or destroyed without written consent of a resident, legally empowered guardian, or the parent of a minor. Instances of opening or destruction of mail by staff will be recorded and placed in the recipient's record.

6) The residential care facility will have a postal box for daily pick up and deposit of mail.

7) The right to communicate by mail or telephone or to receive visitors will not be further limited except as authorized in the Person/Family Centered Plan of the recipient (see procedure #8919A).

8) No limitation of communication may be imposed on a recipient if that communication is between the recipient and the court, an attorney or any other individual when the communication involves matters which may be the subject of legal inquiry.

9) A recipient that is able to secure the services of a mental health professional will be allowed to see that person at any reasonable time.

Limitations to Communication, Mail, Telephone and Visitation

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	**PROCEDURE**
SUBJECT: **Limitations to Communication, Mail, Telephone and Visitation**	Section: 8919A
Effective Date: April 25, 2006	Revised Date:
Version: 1	Status: Current

1) All limitations not imposed by general program rules will be documented in the Person/Family Centered Plan of the recipient.

2) The recipient's right to communication by mail may be limited if each limitation is essential in order to prevent the resident from violating a law, if there is probable cause that mail contains excluded items, items limited the Person/Family Centered Plan, or to prevent substantial and serious physical or mental harm to the resident.

3) The recipient's right to telephone use may be limited if the person whom the recipient telephones has complained to the facility of previous telephone harassment by the recipient and has requested that the recipient be prevented from calling in the future.

4) The recipient's right to visits with persons may be limited if each limitation is in order to prevent substantial and serious physical or mental harm to the recipient, if harm may include a visit that would substantially upset the recipient and interfere with ongoing habilitation or treatment, or mental harm only if person and limitations are specifically identified in the Person/Family Centered Plan.

5) Any limitation of communication in the Person/Family Centered Plan will include:
   a) Justification of the limitation, including significant evidence to support expected mental or physical harm, violation of law, or harassment;
   b) Reasons and evidence to justify extent of limitations as being minimum amount necessary;
   c) The date at which the limitation is to expire.

6) The recipient will be promptly informed of any limitations, and also informed of the purpose of the limitation.

7) The recipient will be informed by the individual in charge of the Person/Family Centered Plan that they may appeal the justification, extent and duration of any limitation to the rights office.

Seclusion

MONTCALM CARE NETWORK 611 North State Street, Stanton, MI 48888	
SUBJECT: **Seclusion**	Section: 8920
Effective Date: February 24, 1987	Revised Date: November 26, 2008
Version: 3	Status: Current

1. Recipients have the right to be free from any form of seclusion used as a means of coercion, discipline, convenience or retaliation.

2. Seclusion means temporary placement of a recipient in a room alone where egress is prevented by any means. This definition includes holding an unlocked door closed to prevent a recipient from leaving a room.

3. Time out means a voluntary response to the therapeutic suggestion to a recipient to remove himself or herself from a stressful situation in order to prevent a potentially hazardous outcome.

4. Therapeutic de-escalation means an intervention, the implementation of which is incorporated in the individualized written plan of service, wherein the recipient is placed in an area or room, accompanied by staff who shall therapeutically engage the recipient in behavioral de-escalation techniques and debriefing as to the cause and future prevention of the target behavior.

5. The utilization of seclusion requires application and monitoring by specialized personnel who are not available in a community setting. Therefore, the use of seclusion will not be permitted in residential and other program settings.

6. Montcalm Care Network's Office of Recipient Rights will review the seclusion policies of contractual providers of inpatient services and child care institutions.

Adverse Incidents Involving Recipients

MONTCALM CARE NETWORK 611 North State Street, Stanton, MI 48888	
SUBJECT: **Adverse Incidents Involving Recipients**	Section: 8928
Effective Date: July 26, 1983	Revised Date: April 22, 2017
Version: 4	Status: Current

1) An adverse incident involving recipients is an unexpected occurrence that occurs during an activity or service provided or funded by Montcalm Care Network and that disrupts or adversely affects a recipient of mental health services.

2) Adverse incidents include:
   a) Serious physical aggression not addressed in a behavioral treatment plan;
   b) Serious physical aggression requiring assistance from legal authorities (i.e., calling 911);
   c) Physical aggression that results in the injury of a recipient or staff;
   d) Non-suicidal recipient attempts at self-inflicted harm;
   e) Suicide attempt or gesture;
   f) Use of physical management by staff to control the aggressive behavior of a recipient;
   g) Significant property damage (in excess of $100) caused by a recipient;
   h) Unauthorized leave of absence by a recipient receiving supervised care;
   i) Injury, whether accidental or intentional, that requires assistance from emergency medical personnel (i.e., calling 911), a visit to an emergency room, medi-center, urgent care clinic, or admission to a hospital;
   j) Injury to a recipient or staff sustained during or as a result of physical management;
   k) Physical illness that requires assistance from emergency medical personnel (i.e., calling 911), a visit to an emergency room, medi-center, urgent care clinic, or admission to a hospital;
   l) Hospitalization due to a chronic illness or scheduled procedure;
   m) Contraction or suspected contraction of a communicable disease by a recipient;
   n) Recipient death, whether anticipated or unanticipated that occurs while the recipient is an active recipient of service or within sixty (60) days of case closure;
   o) Adverse medication reaction or side-effects;
   p) Medication error by staff involving wrong medication, wrong dosage, double dosage, missed dosage, wrong person or wrong time;
   q) Unauthorized use and possession of legal or illegal substances;
   r) Traffic accident involving a recipient;
   s) Biohazardous incidents;
   t) Fire occurring in the treatment or service facility, with or without damage;
   u) Room or person search and property seizure;
   v) Unlawful or unauthorized possession or use of a weapon, or any threat with a weapon;
   w) Recipient arrest;
   x) Apparent or suspected abuse or neglect of a recipient;
   y) Other apparent or suspected recipient rights violation;
   z) Other unusual or adverse incidents involving a recipient.

3) The observing staff or by staff first made aware of an incident involving an apparent or suspected recipient rights violation, will make an oral report immediately after the incident occurs and submit a written report on an incident report form no later than the end of the shift in which the incident occurred.

4) The observing staff or by staff first made aware of any other adverse incident, will submit a written report on an incident report form no later than the end of the shift in which the incident occurred.

Adverse Incidents Involving Recipients

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	**PROCEDURE**
SUBJECT: Adverse Incidents Involving Recipients	Section: 8928A
Effective Date: May 27, 1997	Revised Date: April 25, 2016; May 24, 2018

1. All staff present at the time of an incident will act immediately and within their level of competency to secure assistance and to provide comfort, care and protection to the injured or ill.

2. In the case of incidents involving damage to property, staff will immediately take steps to ensure the safety of those present and to prevent further damage.

3. Incidents shall be documented in compliance with Agency requirements for legal records.

4. The staff completing the Incident Report should give as much detailed information as possible regarding the nature of the incident, its precursors if known, and the interventions provided.

5. Incident Report forms must be completed and filed the day the incident occurred.

6. If an employee intentionally omits pertinent information from the report or during the explanation, the employee will be subject to disciplinary action in accordance with personnel policies.

7. The staff involved in or observing the unusual incident will:
   A. Immediately verbally notify the supervisor of apparent serious injury/illness;
   B. Immediately verbally notify the Recipient Rights Officer of serious injury/illness, if there is a death, or if there are other rights concerns. This contact should be documented including the time and date of the contact;
   C. Complete the top half of an Incident Report (MDHHS-0044 or BCAL-4607) including:
      i. Identifying information (Name, Case Number, Age, Sex);
      ii. Report date, time, agency name;
      iii. Dates, times, and locations of incidents, if known;
      iv. Recipients and staff or others involved and/or present;
      v. A description of what happened, and actions taken by staff;
      vi. Indication of whether there is an apparent physical injury.
   D. If emergency medical or nursing care is needed, request that the emergency or other physician or nurse complete documentation of any emergency medical care provided to the recipient. This documentation should include a description and extent of the injury, care given, the date and time care was given, the signature and date of signature of the care provider. If a recipient is injured on MCN property or in the course of receiving MCN direct-provided services, the medical provider is to bill MCN for the cost of services related to the recipient's injury.
   E. Give the completed Incident Report to the immediate supervisor as soon as possible, but in no case later than the end of the shift in which the incident occurred.

F. When two (2) or more employees witness an incident requiring an Incident Report, one (1) report will be completed with all witnesses indicated on the form. Initials or case numbers will be used for other recipients witnessing the incident.

8. The supervisor will:
   A. Ensure all pertinent information, signatures, and staff actions are included on the Incident Report;
   B. Document all program or administrative action taken to remedy and/or prevent recurrence of the incident, if needed;
   C. Verbally notify the responsible clinical personnel if the incident requires immediate clinical intervention;
   D. Ensure initiation of a debriefing with appropriate individuals as soon as possible, as needed.
   E. For contracted providers, keep a copy of the Incident Report and file in an administrative file. The file should be made available to responsible clinical personnel during site visits for further review;
   F. Submit the Incident Report to the Recipient Rights Officer before the end of the next business day. Incident Reports may be hand-delivered, mailed, or faxed to the Office of Recipient Rights.

9. The Recipient Rights Officer will:
   A. Identify any potential recipient rights concerns and investigate further, if necessary;
   B. In the case of recipient death, complete a Recipient Death Review form (8928D);
   C. Forward a copy of the incident report to the Quality and Information Services Manager if a critical or sentinel event is suspected;
   D. Forward a copy of the incident report to the Environment of Care Committee Chairperson if a safety or security concern is suspected;
   E. Provide aggregated incident report data to the Recipient Rights Advisory Committee for review;
   F. Log each incident;
   G. File the report in a secure filing cabinet.

10. The Quality and Information Services Manager will:
   A. Identify if the event qualifies as a critical or sentinel event;
   B. Provide the information to the Clinical Director for potential review at the Consumer Care Committee;
   C. Submit the event to the PIHP utilizing PIHP-designated processes.
   In the event where the consumer involved is receiving MCN services as paid by another CMH, the Quality Manager does not submit the event to the PIHP, but will coordinate with the proper MCN staff to ensure the County of Financial Responsibility (COFR) is notified for their own reporting.
11. Each committee will review individual and/or aggregated incident report data and submit recommendations for improvement to the Quality Assessment and Performance Improvement Steering Committee, if necessary.

12. Incident Reports will not be maintained in the clinical record of a recipient.

13. Incident Reports will be kept for seven (7) years and then destroyed.

Specific Recipient Rights for the Integrated Dual Diagnosis Treatment Program

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	
SUBJECT: **Specific Recipient Rights for the Integrated Dual Diagnosis Treatment Program**	Section: 8950
Effective Date: November 27, 2007	Revised Date:
Version: 1	Status: Current

A. Guarantee of rights

Persons enrolled with the Integrated Dual Diagnosis Treatment Program are entitled to all of the rights, privileges and benefits guaranteed to all consumers of Montcalm Care Network services and guaranteed by Michigan or Federal Law and State and Federal Constitutions. Recipients may not be deprived of these rights, privileges and benefits.

B. Nondiscrimination

A recipient of Integrated Dual Diagnosis Treatment Program services shall not be denied access to needed or appropriate services on the basis of inability to pay, race, color, ethnicity, religion, age, gender, religion, national affiliation, marital status, sex, sexual orientation or preference, height, weight, arrest record, disability or handicap, political beliefs or affiliation or, on the presence of coexisting medical or substance abuse disorders any other legally protected status. (Also refer to Policy #8110.)

C. Grievance and complaint Rights

A recipient of Integrated Dual Diagnosis Treatment Program services shall not be restrained from presenting grievances or suggested program policy and service changes to program staff, governmental officials, or to another person within or outside of the program. Refer to Policy #8800 and associated procedures for detailed information about additional rights and procedures for formal processes related to grievance, complaint, and appeals.

D. Right to Access Records

I. A recipient of Integrated Dual Diagnosis Treatment Program services has the right to review, copy or receive a summary of his or her program records. Refer to Policy #11861 and associated procedures for detailed information about specific procedures and additional rights as required by Federal and State Law.

II. For persons enrolled with the Integrated Dual Diagnosis Treatment Program, requests to review records must be made to the Program Director who is the only staff member authorized to grant such requests.

E. Protection from Abuse and Neglect

I. Program staff members, contractors or other agents of Montcalm Care Network shall not physically, sexually or mentally abuse, or neglect a recipient.

II. Program staff members, contractors or other agents of Montcalm Care Network shall immediately report all incidents or reports of abuse or neglect of recipients to the appropriate authorities. (Refer to Policy #8905 and associated procedures.)

F. Fees

I. Services are based on an ability to pay as defined by the Michigan Department of Health & Human Services. Recipients are entitled to a review of the established ability to pay when there is a change in their financial circumstance and at least annually. (Refer to Policy #6355 and associated procedures.)

II. A recipient has a right to receive a copy and to review the fee schedule at the time of admission for services and to receive notice of any changes in the fee schedule at least two (2) weeks in advance of the implementation of changes.

III. A recipient has a right to an explanation of a bill for services upon request and regardless of the source of payment. Requests for explanation may be made to the business office through any means of communication. The review will be scheduled at Montcalm Care Network during regular business hours and at a time convenient for the Recipient. Recipients shall be informed of this right at the time of admission to the program.

G. Service and treatment Planning

I. A recipient shall participate in the Person/Family Centered Planning process.

II. The process shall be explained to the recipient. The recipient shall be informed that this is a cooperative and collaborative process between the recipient and treatment providers requiring mutual agreement. (Refer to Policy #8118 and associated procedures.)

III. A recipient has a right to refuse services or treatment and to be educated about the actual and potential consequences of refusal.

IV. Services to the recipient may be terminated if the refusal prevents the program from providing services in keeping with prevailing ethical and professional standards of care and with the written approval of the program Director and Medical Director.

V. Discharges or terminations from the Dual Diagnosis Treatment Program are for periods of at least thirty (30) days.

VI. Written notice of any termination of treatment or service must be provided to the consumer and the reasons for termination documented in the clinical record. (Refer to Policy #8800 and associated procedures for notice requirements and processes.)

H. Program Rules

I. Recipients enrolling with the Dual Diagnosis Treatment Program are entitled to a copy of any Integrated Dual Diagnosis Treatment program rules including any rule violations that may result in discharge or termination from services.

II. Recipients are entitled to information about processes available to appeal a discharge or termination of services. (Refer to Policy #8800 and associated procedures for detailed information about appeal processes.)

III. Recipients enrolled with the Dual Diagnosis Treatment program are entitled to know what staff the authority have to authorize a discharge or termination of services.

IV. The recipient must sign a statement verifying receipt of this information.

I. Research or experimental procedures

I. The program shall not participate in investigative, educational, experimental or research Procedures without the informed consent of the recipients.

II. Recipients have the right to refuse to participate without jeopardizing services.

III. All State and Federal Rules, Laws and Regulations shall be followed regarding research using human subjects. (Also refer to Policy #8245).

J. Medication

I. If medications are used for the treatment of a recipient, the recipient shall be provided with information about the purpose, benefits, risks, potential side effects, associated

with the use of the medication by the prescribing physician as designated by the Medical Director.

II. This information shall be provided in language understandable to the recipient

III. The recipient must provide written informed consent when treatment with medications can be initiated.

IV. Refer to Policy #8305 and associated procedures for additional requirements related to medication utilization and practices.

K. Photography, voice recording videotaping, fingerprinting and use of one-way mirrors

I. Photography, videotape devices, voice records and other audio-visual equipment shall not be used to record the actions or images of recipients unless the recipient has given informed consent for the use of these procedures. (Also refer to Policy #8904 and associated procedures.)

II. One-way mirrors shall not be used to observe recipients unless the recipient has provided informed consent for the use of this device. (Also refer to Policy #8904 and associated procedures.)

III. Fingerprints may be taken and used in connection with research, treatment or to determine the name of the recipient if the recipient has provided informed consent for this procedure. Fingerprints must be filed in a separate part of the consumer clinical file and destroyed or returned to the recipient when these are no longer required based on the specific purpose as outlined in the recipient consent. (Also refer to Policy #8904 and associated procedures.)

L. Staff Training and Attestation

I. Staff will be provided with training related to these policies at least annually.

II. Staff shall review these policies and attest to their receipt and understanding in writing.

III. Staff shall agree to comply with these policies in writing.

IV. These attestations and agreements shall be maintained in staff files.

M. RR System

1. A nonclinical staff person shall be designated by the director as the Recipient Rights Advisor for persons receiving Integrated Dual Diagnosis Services.
2. The Recipient Rights Advisor shall:
   a. Attend all Substance Abuse Licensing training pertaining to recipient rights;
   b. Receive and investigate all recipient rights complaints independent of and free from interference or reprisal from program administration; and,
   c. Communicate directly with the Coordinating Agency Rights Consultant when necessary.
3. Right of recipients shall be displayed in a public place on a poster to be provided by BSAS. The poster shall include the name and telephone number of the Rights Advisor and the name address and telephone number of the Rights Consultant.
4. Each recipient shall be provided with a brochure provided by BSAS, summarizing these Recipient Rights.
5. These rights will be explained to the recipient at the time of admission to the program and the recipient will be asked to acknowledge this explanation and receipt of information in writing. If the recipient refuses to provide this acknowledgement, the refusal and reason for refusal shall be documented in the recipient file.
6. If the recipient is incapacitated at the time of admission to the program the explanation of rights may be delayed but, in any case,, not for more than seventy-two (72) hours after admission.
7. In the event of a formal complaint, the Recipient Rights Advisor will follow the procedures outlined in detail in the January 1982 Recipient Rights Procedure Manual.

8. The Board shall appoint a Recipient Rights Committee and the Committee and Board shall review all program policies at least annually to ensure that policies and procedures are not discriminatory in nature and that they comply with all current rules, laws and regulations.

Duty to Warn

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	
SUBJECT: Duty To Warn	Section: 8331
Effective Date: November 26, 1996	Revised Date:
Version: 1	Status: Current

All clinical staff will comply with Public Act 123 of 1989, Duty to Warn for mental health practitioners.

Duty to Warn

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	**PROCEDURE**
SUBJECT: Duty To Warn	Section: 8331A
Effective Date: November 26, 1996	Revised Date: April 26, 2010

Version: 2	Status: Current

Public Act 123 of 1989 requires all mental health practitioners to report any information communicated to the mental health practitioner by anyone under their treatment which contains a threat of physical violence against a reasonably identifiable third person, if there is apparent intent, and the ability to carry out that threat in the foreseeable future. In such situations the staff of the Montcalm Care Network will do the following immediately:

1. Inform the person making the threat of the requirements of the Public Act 123.

2. Facilitate hospitalization or other services for the individual as clinically appropriate.

3. Make a reasonable attempt to notify the identified person against whom the threat was made.

4. If the identified person is believed to be a minor or incompetent by other than age the Department of Human Services/Adult Protective Services in the county of residence of the identified person, or parents, legal guardian, or third person where they reside, must be notified.

5. Notify the county sheriff, state or local police where the identified person resides.

All documentation of contact and intervention will be contained in a on-call progress note under the name of the consumer making the threats.

Medications

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	
SUBJECT: Medications	Section: 8305
Effective Date: February 27, 1996	Revised Date: August 25, 2015
Version: 4	Status: Current

Montcalm Care Network provides an integrated health approach to the care of consumers. Medical staff attends to the co-morbid presentation of psychiatric and physical health or substance use symptomatology present in the population served. The array of care includes the prescribing of medication to ameliorate disorders of thought, mood, and behavior. Attending to physical condition that interfere with the treatment of psychiatric disorder or physical consequences that are iatrogenic of psychotropic medications is a part of psychiatric practice. The following principles are essential to prescribing practice:

1. Medications are prescribed for the treatment of mental health conditions in keeping with the most effective pharmacological treatments available and standards of care for the treatment of psychiatric disorders.

2. All consumers are thoroughly assessed to determine co-morbid medical conditions, substance use disorders, and efficacy of previous treatment regiments prior to the initiation of medications.

3. All consumers prescribed medications give informed consent with thorough explanation regarding risks and benefits, discussion of side effects, patient education about the disorder being treated and alternative treatment options.

4. All consumers prescribed medications receive patient educations on preventative health measures to maintain wellness.

5. All consumers prescribed medications are expected to engage in efforts to coordinate care between health care providers to ensure the safe, effective delivery of treatment including the sharing of information, records, and test results between specialists and the primary care provider.

6. Montcalm Care Network will make every effort to assist consumers who cannot afford medications to obtain needed prescriptions through Patient Assistant Programs, samples and application for benefits.

7. Montcalm Care Network will ensure the safe and accurate prescribing and monitoring of medications.

8. Montcalm Care Network will ensure the safe storage, administration, and dispensing of medications.

9. Montcalm Care Network will engage in practices to reduce the risk of medication overuse or dual prescriber by checking and monitoring MAPS (in accordance with procedure #8305L)

Prescribing and Monitoring Medications

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	**PROCEDURE**
SUBJECT: Prescribing and Monitoring Medications	Section: 8305A
Effective Date: February 27, 1996	Revised Date: April 22, 2019

1) Only physicians, nurse practitioners, or physician assistants knowledgeable in the use of psychiatric and family medicine will prescribe medications at Montcalm Care Network. Physicians or nurse practitioners/physician assistants with physician supervision will prescribe medications only in a recognized, reasonable and customary manner following the law and their scope of practice. Medication will be prescribed to persons served by Montcalm Care Network, and those receiving Naloxone/Narcan rescue kits, *which shall be prescribed and distributed in accordance with 2014 PA 311 section 17744b (1)(c), (2), and (3), codified at MCL 333.17744b (1)(c), (2), and (3).*

2) Only medications that have been approved by the Federal Drug Administration for use by the public will be prescribed through Montcalm Care Network. No investigational or experimental drugs, compounded drugs, or herbal products will be prescribed through Montcalm Care Network.

3) The Michigan Medicaid Formulary will be used as formulary and reference for Montcalm Care Network. Other psychiatric medications can be prescribed if their use as an alternative can be justified and approved for use by the Michigan Pharmacy Management System or the Medical Director. Generic, formulary or low cost medications are not the sole factor in determining prescribing or continuation of a medication by prescriber.

4) Montcalm Care Network will maintain a supply of sample medications, participate in Patient Assistant Programs, prioritize enrolling persons in benefit plans and seek other community resource options for those individuals with no insurance benefit in need of medication.

5) Montcalm Care Network will document all medications prescribed in the recipient's Electronic Health record.

6) Montcalm Care Network will establish relationships with organizations and pharmacies to obtain injectable medications in accordance with prescribing practices.

7) Individuals in services are expected to obtain medications directly from their respective pharmacist and Montcalm Care Network will not assume responsibility for payment of unfunded medications.

8) Every individual will receive a thorough psychiatric evaluation from a Montcalm Care Network physician, nurse practitioner, or physician assistant before medications are prescribed. The following data will be collected and considered:
    a. age
    b. gender, and when relevant, pregnancy and lactation status
    c. current and previous substance use and abuse history
    d. allergies/sensitivities
    e. height and weight
    f. current medications including prescription, over the counter, and herbal/homeopathic supplements
    g. diseases/chronic health conditions

9) Medications to be prescribed will be based on the needs of the individual and in keeping with current best practice standards.

10) The existence of co-occurring substance abuse disorders in and of itself will not preclude the use of medications to treat a co-occurring mental illness. However, extra care will be taken when prescribing medications with abuse and addictive potential and efforts will be made to avoid the use of these medications if possible.

11) The physician, nurse practitioner, or physician assistant will document the diagnosis, need for medication, proposed starting dosages and proposed plan for continuation of treatment in the record of the consumer.

12) Before any medication regimen is initiated, any needed baseline laboratory and other diagnostic evaluations will be completed in accordance with the pharmacology of the specific medication to be used. The specific testing to be completed will depend on the clinical judgement of the prescriber, the individual's medical and medication use history, the anticipated duration of the medication to be used, recommendations of the manufacturer of the medication and current medical literature, and other considerations specific to the individual.

13) Prior to the initiation of treatment with medication, the prescriber will provide the recipient, parent or guardian with information about the medications, uses, effects, potential side effects, potential drug interactions (including over-the-counter and herbal/homeopathic supplements), risks and benefits of the medication. A written summary of common adverse side effects will be provided to the consumer.

14) The consumer must provide Montcalm Care Network with informed consent prior to the initiation of treatment with medication.

15) Each consumer will be rescheduled as necessary to assure appropriate continuation and monitoring of treatment.

16) Medications will be monitored by the prescribing clinician and will include any necessary or indicated laboratory or other diagnostic tests. The specific testing to be completed will depend on the clinical judgement of the prescriber, the individual's medical and medication use history, the anticipated duration of the medication to be used, recommendations of the manufacturer of the medication and medical literature, and other considerations specific to the individual.

17) Critical laboratory or other diagnostic test results are reported to Primary Care Physicians for Chronic condition and Psychiatrist for psychiatric condition by nursing or other medical staff according to the following guidelines:

DIAGNOSTIC TEST	CRITICAL RESULT(S)	PHYSICIAN NOTIFICATION AND OTHER INSTRUCTIONS
Cardiac Functioning:	Any laboratory or	The physician will be as soon as the

EKG Cardiac enzymes: CPK-MB Myoglobin Troponin	cardiopulmonary defined abnormality	result is known
Electrolytes Sodium Potassium	Less than 120 mEq/l or greater than 160 mEq/l Less than 2.5 mEq/l or greater than 6.5 mEq/l	The physician will be notified and the consumer referred for emergent medical assessment and care as soon as the laboratory result is known.
Liver Function Bilirubin	Total bilirubin greater than 12 mg/dcl	The physician will be notified the same day that the laboratory result is known
Medication Blood Levels Anti-Seizure medication blood level Lithium blood levels: >1.2 -1.5 call ordering psychiatrist and re-order blood draw 12 hours after initial draw.	Based on laboratory determined sub-therapeutic and toxic ranges, Lithium Levels are to be drawn every 3-6 months. Depakote, Tegretol, Lamictal, Clozaril levels are to be drawn yearly. Sub- therapeutic level less than 0.8 mEq/ Toxic level is greater than 1.5 mEq/l	For ranges that are toxic, the physician will be notified and the consumer referred for emergent medical assessment and care as soon as the laboratory result is known. For levels that are sub-therapeutic, the prescribing physician will be notified the same day that laboratory result is known.
Pancreatic Functioning Amylase Lipase Glucose	Less than 70 mg/dl or 30-125 10-150	The treating physician will be notified the same day that the laboratory result is known. The physician will be notified and the consumer referred for urgent medical assessment and care as soon as the laboratory result is known
	greater than 150 mg/dl Less than 50 mg/dl or greater than 400 mg/dl	

Renal Function Blood Urea Nitrogen Creatinine	Greater than 100 mg/dcl Greater than 4.0 mg/dcl	The physician will be notified the same day that the laboratory result is known
Thyroid Functioning Thyroid Stimulating Hormone Thyroxin	Based on laboratory determined abnormal results.	The physician will be notified the same day that the laboratory result is known.
Hematology White Blood Count Platelets	4.2 mm3/L or less less than 100,000 mm3/L	The physician will be notified the same day that the laboratory result is known
All other tests UDS, Urine Pregnancy and C&S for urinalysis if applicable. Send results to primary care physician.		Reported to the physician at the next opportunity unless, in the judgment of nursing or other medical staff, a delay in the result may result in serious harm or injury to the consumer.

18) Telephone or verbal reports of critical test results may be transmitted to physicians by nursing or medical staff. These reports must be repeated by the physician receiving the information and confirmed by the nurse or physician transmitting the information. This exchange of information must be documented in the consumer record, and signed with the date and time, by the nurse or physician transmitting the information.

19) Medication use by individuals will also be monitored by Montcalm Care Network staff including, but not limited to, other physicians, case managers, outpatient therapists, nursing and other clinical staff**,** and will be documented in the record of the consumer.

20) Side effects and medication errors reported by the recipient or caregiver must be reported to the prescriber, addressed, evaluated as to risk to the consumer and recorded in the record.

21) Orders for PRN (or "as needed") dosage range order or orders for the titration or tapering of medications are not to be prescribed unless the exact parameters for using are clearly written on the prescription and explained to the consumer or responsible party.

22) If a consumer cannot administer his or her own medication, Montcalm Care Network will ensure that medication is administered by or under the supervision of personnel who are qualified and trained.

23) If an adverse side effect from prescribed medication is reported, the information will be relayed to MCN nursing staff immediately. Nursing staff will notify the ordering psychiatrist as soon as possible and provide any necessary instructions. If the consumer experiences an adverse side effect, life threatening, or significant reaction after hours and the nurse is unavailable, the individual will be directed to call 911 or go to the Emergency Room and to follow up with Primary Care Physician. Individuals in services, family members or responsible persons will be instructed to contact the prescribing physician or Montcalm Care Network for instructions in the event of a missed medication dose.

24) The discharge process will include a plan for continuation of medication including arranging appointments with new providers, providing a final supply of medication (prescription refill)

with appropriate monitoring to ensure transition, and including a current list of medications in the aftercare plan. This information will be communicated to the primary care physician.

Security for Blank Prescriptions

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	**PROCEDURE**
SUBJECT: Security for Blank Prescriptions	Section: 8305B
Effective Date: February 27, 1996	Revised Date: April 25, 2016
Version: 3	Status: Current

1. Hand written prescriptions are used only as a back up to the electronic prescription system if there is a electronic information system failure.

2. Blank prescriptions are only ordered upon request by the Integrated Nurse Manager.

3. On receipt, blank prescriptions are secured in the locked medication room.

4. Only authorized personnel have access to the medication room**.**

5. Physicians are provided with a numbered prescription pad for their use at the MCN office location and for use at the tele-psychiatry office location if needed.

6. The white copy of a written prescription is given to the patient and the yellow copy is maintained in the case record.

7. At the end of each patient day, the prescription pad used at the MCN location and the yellow copies of the written prescriptions are collected, accounted for, and the prescription pad is stored in a locked area.

8. Prescription pads used at the tele- psychiatry location are secured in a locked area at the end of the day and the yellow copy is sent back to MCN by the psychiatrist.

9. Any time that prescriptions cannot be accounted for, an incident report is filed and an investigation of the incident is completed and appropriate action taken.

10. Any unauthorized use of prescription pads will result in disciplinary action, including termination.

Consumer Rights and Medication Procedures

MONTCALM CARE NETWORK 611 North State Street, Stanton, MI 48888	PROCEDURE
SUBJECT: Consumer Rights and Medication Procedures	Section: 8305C
Effective Date: February 24, 1987	Revised Date: February 9, 2018

1. The consumer or the consumer's guardian has the right to accept or refuse treatment with medication. The consent of consumers, parents, or guardians must be informed and information about the medication and dosage of medication, the purpose of the medication, the potential risks and benefits of the medication, potential medication side effects and precautions must be provided to consumers, guardians or parents prior to obtaining consent for this treatment modality.

2. Medication will not be used as punishment, for the convenience of staff or as a substitute for other appropriate treatment.

3. Medication use shall conform to standards of the medical community.

4. Medication shall not be used in quantities that interfere with a consumer's habilitation or treatment program.

5. In instances where medication is used as a behavioral control technique, it must be accompanied by a suitable behavioral modification program to deal with the primary problem. (see Policy #8123).

6. The use of medication must be a part of the individual person/family centered plan and based on the recipient's clinical stats. Periodic medication reviews will be at the discretion of Montcalm Care Network physicians.

7. For external residential, acute care and other program settings where medication is administered:

    A. In a residential setting, or acute care or other program setting, initial administration of psychotropic medication may not be extended beyond 48 hours, unless there is consent.

    B. In a residential, acute care or other program setting, psychotropic medication will not be administered unless:

        1. The individual gives informed consent;
        2. Administration is necessary to prevent physical injury to a person or another;
        3. There is a court order.

C. In a residential setting or acute care, medications may be used in emergency situations after signed documentation of the physician is placed in the resident's clinical record and when the actions of a resident or other objective criteria clearly demonstrates to a physician that the resident poses a risk of harm to himself, herself or others.

D. The initial period of treatment shall be as short as possible, shall be terminated as soon as there is little likelihood that the resident will quickly return to an actively dangerous state, and shall be the smallest possible dosage needed.

E. Minimal duration and safe termination shall be determined by manufactures guidelines and prevailing medical practice.

F. The prescriber, or if the prescriber is not on site, the individual dispensing or administering a drug shall explain to a consumer the specific risk, if any, and the most common adverse effects that have been associated with any psychotropic medication prescribed for the consumer. A written summary of the most common adverse effects shall be provided to the consumer by the person dispensing or administering the drug.

Reporting Adverse Drug Events

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	**PROCEDURE**
SUBJECT: Reporting Adverse Drug Events	Section: 8305D
Effective Date: March 17, 2006	Revised Date:
Version: 1	Status: Current

Physicians will comply with all required external reporting of adverse or potential adverse drug events to the FDA, the United States Pharmacopoeia, and the drug manufacturer or other responsible organization. Additionally, all adverse or potentially adverse drug events will be reported internally through the incident reporting system.

Ordering and Monitoring High-Risk, High Alert Medications

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	**PROCEDURE**

SUBJECT: Ordering and Monitoring High-Risk, High Alert Medications	Section: 8305E
Effective Date: March 17, 2006	Revised Date: April 26, 2010
Version: 2	Status: Current

I. The Agency will maintain systems to inform physicians of any high-risk or high alert warnings from medication manufacturers, the FDA or medical literature.
II. These warnings will be identified and transmitted through the electronic medication prescription and management system, through the relaying of alerts from Government and other electronic publications or medical journals.
III. Physicians are expected to follow recommendations made by these alerts and provide monitoring of consumer response.
IV. In addition, the Institute for Safe Medication Practices maintains an up-to-date list of high alert medications. This list can be found at www.ismp.org. Physicians are expected to review this list periodically.

Safety Precautions for Look-Alike or Sound-Alike Medications

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	**PROCEDURE**
SUBJECT: Safety Precautions for Look-Alike or Sound-Alike Medications	Section: 8305F
Effective Date: March 22, 2006	Revised Date: August 26, 2015
Version: 6	Status: Current

Medication names often sound-alike or medications can look-alike, increasing the risk of prescription dispensing or administration error. Because medications with sound-alike or look-alike can be confused and serious errors can occur, the following safety recommendations and practice procedures shall be used to minimize the risk of error:

1. Maintain awareness of look-alike, sound-alike drug names as attached to this procedure and published by the Institute of Safe Medication Practices (ISMP), the FDA or other safety agencies. A current list is available at www.ismp.org. Physicians are expected to review this list periodically.
2. Clearly document and know the purpose, dosage, and complete directions of all medications prescribed.
3. With name pairs known to be problematic, include the brand name and generic name on the prescription and alert patients to possible mix-ups.

4. Encourage patients to question doctors, nurses and pharmacists about medications that look or sound unfamiliar.
5. Provide telephone orders only to authorized nursing or medical personnel and only when necessary and in compliance with procedure #8305A. Include the medications purpose and insist that all telephone orders are read back, with spelling of the product name and indication.
7. Use electronic prescriptions whenever possible.
8. Ensure that all medications prescribed are included in patient records.

Medication Administration - Injections

MONTCALM CARE NETWORK 611 North State Street, Stanton, MI 48888	PROCEDURE
SUBJECT: Medication Administration - Injections	Section: 8305G
Effective Date: February 24, 1987	Revised Date: August 26, 2015
Version: 4	Status: Current

1. All medication is administered at the order of the Agency prescribers. The prescribers determine use, changes, and discontinuation of any medications.
2. The consumer is scheduled for the injections clinic according to written order of the Agency prescriber.
3. The medical staff obtains injectable medication from a contracted pharmacy for consumers who are Medicaid, Healthy Michigan Plan, and MI Child eligible. Private insurance and Medicare consumers are responsible for obtaining medication directly from a local pharmacy.
4. All medications are Stored and Disposed of according to procedure #8305K.
5. Medications are removed from locked storage when the consumer arrives for the injection.
6. The nurse compares the medication to the written order and checks the expiration date.
7. The nurse uses at least two identifiers compared to the medical record prior to administering medications:

    a. Photo identification
    b. Staff who knows and identifies the consumer
    c. Consumer states his/her name
    d. Consumer states his/her birth date

8. Consumer's vital signs are taken and the consumer checked for extra-pyramidal symptoms or signs of Tardive Dyskinesia.
9. The medication usage and side effects are reviewed with the consumer.
10. A determination is made regarding the most appropriate site for the injection.
11. The nurse washes his/her hands. Gloves are worn for the remainder of the injection procedure and a sterile technique is followed.
12. Medication is visually inspected for any discolorations or abnormalities and medication is drawn up into the sterile safety syringe to the prescribed dose.
13. Medication and dose are rechecked.
14. Injection site is examined and prepped using an alcohol pad.
15. The medication is delivered by injection and site is checked for bleeding. A bandage is used when necessary.
16. The syringe is deposited into a MIOSHA-approved biohazard waste container and gloves are placed in trash receptacle.
17. The consumer is observed post-injection for fifteen (15) minutes for any adverse effects from the procedure. In the event of an adverse reaction resulting in a medical emergency, 911 is called.
18. The nurse documents the medication, dosage, site of injection, vitals, and any adverse reactions in the medical record.
19. All medication is returned to locked storage.

20. Any medication errors or adverse drug reactions are reported to the prescriber and an Incident Report completed within 24 hours.
21. The consumer is scheduled for the next injection per prescriber orders.

Medication Procedures for Persons Dually Diagnosed with Mental Illnesses and Substance Abuse Disorders

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	**PROCEDURE**
SUBJECT: Medication Procedures for Persons Dually Diagnosed with Mental Illnesses and Substance Abuse Disorders	Section: 8305H
Effective Date: September 25, 2007	Revised Date:
Version: 1	Status: Current

1. Effective treatment of persons who are dually diagnosed with mental illnesses and substance abuse disorders requires that both disorders are treated as primary disorders and that strategies are designed to promote dual recovery.

2. Access to treatments for both disorders should be facilitated and treatments for both disorders integrated.

3. There should be no arbitrary barriers to treatment with medications with low or no abuse potential for person with dual disorder based on quality or duration of sobriety.

4. There should be no barriers to the access to substance abuse treatment to the persons with dual disorders based on the use of psychotropic medications for mental illnesses.

5. Medications to treat substance abuse disorders should be made available to persons with dual disorders as medically appropriate.

6. Priority treatment considerations

    A. Consumer safety

        i. Arrange for detoxification treatments if needed and ensure that the provider has the capacity to continue psychotropic medications for mental illnesses during this process.

        ii. Ensure that the provider can assure the availability of and access to medications needed to ensure safety from harm during the detoxification process.

    B. Initiate or re-establish and maintain non-addictive fixed (not prn) doses of medication for the treatment of known or probable mental illnesses. Avoid the use of medications used for the purpose of avoiding feelings.

    C. Promote sobriety

i. Treatment providers will educate consumers about the ancillary nature of the use of medication for the treatment of addictions and that a full recovery program requires personal work in addition to medication.

D. Avoid use of potentially addictive drugs

i. Sedative/hypnotic or other potentially addictive drugs should not be used without careful consideration of risks and benefits and treatment team review. Medical consultation should be pursued as needed.

ii. Persons using opiates for a nonspecific pain disorder should be afforded education related to pain management alternatives and referred for pain management specific treatments.

iii. If indicated, plans for the withdrawal of addictive drugs should be incorporated in the plan of service.

E. Psychotropic medication treatments of persons who also receive pain management treatments or other health care services should occur in collaboration and coordination with all physicians and treatment providers providing care. All providers involved in the care of the consumer should be fully apprised of the status of the substance abuse and psychiatric disorder.

Prescribing and Monitoring Psychotropic Medication

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	**PROCEDURE**
SUBJECT: Prescribing and Monitoring Psychotropic Medication	Section: 8305I
Effective Date: March 17, 2006	Revised Date: October 1, 2015
Version: 2	Status: Current

The use of psychotropic medications is recognized as a contributing risk factor to chronic health conditions in the severe and persistent mentally ill populations. Prescriber will ensure practices to abate such risk when the benefit outweighs the risk and monitor for any health consequences.

I. Prescribers will ensure the use of informed consent prior to prescribing and include a discussion of the health side effects of all prescribed psychotropic medications.
II. Psychotropic medications with be prescribed in the medically necessary dosage needed to obtain the desired amelioration of symptoms. If medications are prescribed beyond typical therapeutic ranges, justifications and risk/benefit analysis must be documented in the chart.
III. The prescribing of multiple psychotropic agents should be avoided when possible. If necessary, a risk/benefit analysis and justification for use must be documented in the chart.
IV. All persons prescribed an atypical antipsychotic medication or other medication known for placing the consumer at risk for Tardive Dyskinesia will receive an AIMS on no less than a quarterly basis.
V. Persons placed on an atypical antipsychotic medication will be monitored for weight gain, increased risk of diabetes, and Metabolic Syndrome through the use of routine lab

indicators. When initiating the use of an atypical antipsychotic, baselines will be established for:

- A1C
- TSH
- CBC Panel
- Cholesterol Panel
- CMP

VI. Monitoring of panels will occur at six (6) months after initial lab work and annually thereafter.

VII. Persons demonstrating negative health outcomes as result of psychotropic medication use will be encouraged to participate in ancillary care through Integrated Health Services to address nutrition, exercise and lifestyle behaviors.

Prescription Handling

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	**PROCEDURE**
SUBJECT: Prescription Handling	Section: 8305J
Effective Date: December 21, 2011	Revised Date: April 25, 2016
Version: 6	Status: Current

Standard practice for prescriptions is to complete an order through the electronic health record's electronic prescribing system directly by the physician or physician assistant which transmits to the pharmacy. Procedures for prescriptions not processed in this manner are as follows:

Verbal/Telephone Orders

- Verbal/Telephone Orders may be accepted by a Nurse or Medical Assistant only.
- This should occur in emergency or urgent situations, not as routine practices.
- These orders must be repeated by the recipient of the order**,** spelled back if needed for medications that may sound like other drugs**,** and confirmed by the physician.
- The order must be entered directly into the electronic prescribing system with an indication of the medical staff who took the order and whether it was then sent electronically, faxed or printed.
- The prescriber must verify the order in the electronic prescribing system at the earliest opportunity.

Mailing Prescriptions

- Consumers may request a reoccurring prescription be mailed.
- Medical Records will mail the prescription and log the relevant information into the Release/Disclosure Log.

Picking up Prescriptions

- Consumers may request to pick up a prescription, or have a designated person do so, including family members or home staff.
- Medical staff will hold prescriptions for pick up.

- The individual picking up the prescription must sign a log which includes: consumer name and case number, date of prescription, name of medication, signature of the individual, date picked up, relationship of individual to the consumer, and staff signature as a witness.
- The completed form will be forwarded on to Medical Records staff and scanned into the consumer record,
- Prescriptions not picked up at the end of the day will be secured during the overnight and weekend hours.

Handwritten Prescriptions

- Handwritten Prescriptions are typically utilized only as a back up to the electronic prescribing system.
- Any handwritten prescription must be entered into the electronic prescribing system to ensure a complete and accurate record.
- Copies of the handwritten script are scanned into the EHR.

Controlled Substance Prescriptions

- Controlled Substance prescriptions are produced on tamper proof paper as required by law.

Medication Refills

- A Medication Refill Line will be maintained for consumer convenience.
- Consumers may leave a message regarding refill needs 24 hours a day.
- The line is reviewed daily by the medical staff.
- Orders will be processed within two (2) business days based on the following conditions being met:
    - The consumer has generally kept scheduled appointments
    - No clinically significant concerns are present
    - The individual is an open consumer
    - The prescriber approves the refill

Naloxone Hydrochloride Rescue Kits

- A written standing order will be produced by the Medical Director of Montcalm Care Network for use with any person at risk of opioid overdose.
- Persons successfully completing overdose prevention and rescue training will be designated as overdose prevention trainer able to distribute kits on behalf of the prescribing physician in accordance with 2014 PA 311section 17744b (1)(c), (2), and (3), codified at MCL 333.17744b (1)(c), (2), and (3).
- Prevention trainers gather the following information
    - o Patient name
    - o Date of birth
    - o Dispense date
- The patients receiving the rescue kit will receive the following
    - o 1 rescue kit
    - o A copy of the prescription
    - o Documentation of successful completion of training on use

Montcalm Care Network will retain a copy of all rescue kit prescriptions and acknowledgement of receipt of training by the patients receiving a kit.

Storage, Distribution and Disposal of Medication

MONTCALM CARE NETWORK	**PROCEDURE**
611 North State Street, Stanton, MI 48888	

SUBJECT: Storage, Distribution and Disposal of Medication	Section: 8305K
Effective Date: December 7, 2012	Revised Date: April 22, 2019
Version: 5	Status: Current

Storage of Medications

1. Montcalm Care Network maintains a secure Medication Room. Access to the room is restricted by a security system which records entries and restricts access to prescribers, nursing staff, medical assistants, the Safety Officer, and Clinical Director. Only a nurse, prescribers, or medical assistants may administer, store, distribute, and maintain medication logs.
2. Medications are delivered to MCN by a contracted provider, pharmaceutical representative or Patient Assistant Program and are immediately secured into the Medication Room by medical staff.
3. Private insurance/Medicare recipients may hand deliver sealed injectable medication directly from the pharmacy to medical staff. Hand delivered medications are inspected to ensure the medication has not been opened, tampered, or integrity compromised. Suspect medications will not be accepted for storage.

4.All pharmaceuticals in the Medication Room are stored in a locked medication cabinet or temperature controlled refrigerator according to pharmacist instructions.

5.Medications stored on the premises are inventoried on receipt and at a minimum of monthly.

6.The Medication Inventory Log lists:

a. Date received
b. Name of medication
c. Dosage
d. Quantity
e. Lot number
f. Expiration Date
g. Identification of type of stock (sample, patient assistance, injectable)

7.The log is reviewed by the Nurse Manager and one additional medical staff monthly to ensure appropriate counts and integrity of the medications. The Medical Director and Clinical Director will be informed of any discrepancies.

8.All medication on the premises must be stored in the original container and labeled with the following:

h. Name of medication
i. Strength of medication
j. Dosage of medication
k. Dispensing pharmacy: lot number and expiration information

9.No controlled substances will be stored on the premises.

Distributing Medications

1. All medications will be distributed from the Medication Room by prescriber order only and removed by a member of the medical staff.
2. Naloxone rescue kits may be distributed based on standing order in accordance with procedure 8305J.
3. Medications are distributed in the original manufacture or pharmacy packaging.

4. Instructions for use will be provided with all medication samples distributed by MCN. When more than one kind or strength is issued, each will be bagged separately with its own instruction sheet. Instruction sheets will have the individual's name and date of birth.
5. Naloxone rescue kits are distributed with an acknowledgement of training form. A signed copy of this form is retained by MCN.
6. All medications, with the exception of Narcan kits, will be labeled prior to distribution with:
    - Individual's Name
    - Prescriber Name
    - Instructions for Use
7. No more than a 34 day supply of sample medication will be issued at one time.
8. No more than one Narcan rescue kit will be distributed at one time per individual.
9. All distributed medications are logged out of the Medication Inventory Log including the date distributed, individual's name, quantity given and by whom (staff name).

Disposal of Medications

1. Medications are checked for expiration, recall and discontinuation. This is labeled on the Medication Log. The FDA recall list is utilized as a safety check. Medications are removed from stock immediately when compromised.
2. Medication that has been damaged, contaminated, or recalled will be disposed and an Incident Report completed. The prescriber and individual are notified within 24 hours of the discovery of any recalled medications. Individuals are instructed to return any unused medication for disposal.
3. Medication, on or after its expiration date, or for which the individual no longer has an active prescription, will be disposed.
4. Only medication for which there is an active prescription will be given to the individual upon discharge from services. Enough medication is made available to ensure the individual has an adequate supply until he/she can become established with a new provider.
5. Patient Assistant Medication orders are held for up to 45 days in the Medication Room and then disposed if not picked up by the individual.
6. Disposed medications are recorded on the Medication Inventory including reason for disposal, date disposed, and persons present.
7. Medications that need to be destroyed are stored in a lock box separate from other medication. Once a month they are deposited by the nurse and a second member of the medical staff at the Montcalm County Sheriff Department's drop off box for environmentally, secure disposal.
8. A witness is required to dispose of all medications and a Sheriff's Department representative verifies drop off has occurred.
9. MIOSHA-approved biohazard waste containers with sharps and other biohazard materials are disposed of no less than every 90-days. Materials are picked up by an approved biohazard disposal company and disposed of according to Michigan regulations.
10. Montcalm Care Network maintains a Medical Waste Registration with the Department of Environment Quality.

Prevention of Prescription Misuse, MAPS

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	**PROCEDURE**

SUBJECT: Prevention of Prescription Misuse, MAPS	Section: 8305L
Effective Date: October 1, 2015	Revised Date: May 1, 2017; August 7, 2017
Version: 2	Status: Current

Montcalm Care Network (MCN) seeks to ensure the responsible and safe use of prescription medications. Prescribers will practice recommended medical standards around the prescribing of controlled substances. In order to best serve consumers, careful attention will be paid to the potential misuse of medication that may become habit forming, as well as to patient behaviors around seeking care with multiple providers. Prescribers will utilize the Michigan Automated Prescription System (MAPS) to monitor controlled substance prescription use.

1. MAPS will be generated on all new consumers beginning care with a prescriber.
2. A release of information to the Primary Care Physician is expected prior to the start of controlled substances if not already in place.
3. MAPS will be run at the time a controlled substance is initiated and then at the time of first refill.
4. The MAPS will be checked every 90 days as long as the consumer remains on the controlled substance.
5. Person receiving Medication Assisted Treatment will have a MAPs checked every 30 days until a maintenance regiment is reached with no concerns about treatment compliance.
6. A MAPS will be run at any time in the treatment process if the prescriber suspects concerning behavior on the part of a patient as defined by:
    a. Tests positive on a drug screen for a substance not part of the treatment plan or refusal of a drug test
    b. Presents to an appointment appearing impaired by a substance or overly sedated.
    c. Loses prescriptions for controlled substances or requests early refills.
    d. Arrested for a substance use offense, sells, steals, or shares prescription drugs, or alters/forges a prescription.
    e. Obtaining controlled substances from multiple providers.
    f. Presenting at the emergency room to obtain controlled substance medications.
    g. Requesting controlled substances by a specific name, street name, color, or identifying mark.
    h. Other concerns identified by the treatment team
7. MCN prescribers will communicate with other prescribers if a patient is found to be receiving care from multiple providers.
8. A patient refusal to allow coordination of care and the use of multiple medical providers may result in termination of medical services at MCN.

Medical Equipment

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	
SUBJECT: Medical Equipment	Section: 8306

Effective Date: March 26, 1996	Revised Date: April 23, 2016
Version: 2	Status: Current

Medical equipment on-site at Montcalm Care Network includes but is not limited to the follow types:

- Procedural instruments
- Procedure lights
- Mobile Pulse Oximeters
- Nitrospray canisters
- Centrifuge
- Electrocardiograph
- Nebulizer
- Procedure table
- Medical grad refrigerators
- Wheelchair
- Scales
- Blood pressure cuffs
- Otoscopes and ophthalmoscopes
- Thermometers
- Stethoscopes

Equipment will be cleaned after each use utilizing proper sterilization and/or cleaning procedures dependent on the equipment. All equipment is inventoried, inspected at least yearly for maintenance and calibration and is replaced as necessary.

Obtaining a Blood Pressure

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	**PROCEDURE**
SUBJECT: Obtaining a Blood Pressure	Section: 8306A
Effective Date: April 1, 1996	Revised Date:
Version: 1	Status: Current

Purpose: To obtain a client's blood pressure using hygienic practice.

1) Staff person performing the procedure is to wash their hands according to proper procedure.

2) The process of obtaining blood pressure is to be explained to the client.

3) An alcohol swab is used to wipe off ear pieces and drum piece of the stethoscope to be used.

4) Blood pressure is obtained.

5) Ear pieces and drum piece of stethoscope are again cleaned with an alcohol swab.

6) Blood pressure is recorded in a progress note which is to be placed in client file. Any abnormalities are to be reported to the client's case manager or physician.

Infection Control Plan

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	
SUBJECT: Infection Control Plan	Section: 10700
Effective Date: October 24, 2006	Revised Date: June 25, 2013
Version: 2	Status: Current

Montcalm Care Network shall establish through policy and procedure, and as a part of its overall Environment of Care/Safety program, a written plan to reduce the risk of acquisition and transmission of infections.

Minimally, the Infection Control Plan will include processes to address the following:

- Risk analysis/assessment
- Data collection and monitoring
- Infection control and prevention
- Education and training
- Community collaboration and emergency management (as contained under Policy #10400)

It is the responsibility of the designated Agency Nurse to serve as the Infection Control Nurse in taking actions to prevent or control infectious situations.

It is the responsibility of the Environment of Care Committee to facilitate ongoing monitoring of the effectiveness of prevention and/or control activities and interventions with a comprehensive assessment and evaluation of the plan at least annually, or as risks in the environment change.

Universal/Standard Precautions

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	**PROCEDURE**
SUBJECT: Universal/Standard Precautions	Section: 10700D
Effective Date: December 22, 2004	Revised Date: October 24, 2006

Version: 1	Status: Current

In efforts to reduce and prevent the spread of infectious diseases, Montcalm Care Network will follow Universal/Standard Precautions. All contact or potential contact with blood or body fluids should be treated as known to be infectious for HIV, HBV and other blood borne pathogens.

Universal/Standard Precautions Guidelines:

1. Handwashing
   - Hands should be washed before, after, and between contact with persons and after touching intimate objects likely to be contaminated by blood and body fluids.
   - Hands should be washed after removing gloves
   - Hands should be washed if contaminated with blood or body fluids as soon as possible.
   - Hands should be washed for 10-15 seconds under running water with soap using vigorous mechanical friction.
   - When handwashing facilities with soap dispensers are not available, an alcohol based antiseptic hand cleaner can be used. When this is used, hands should be washed with soap and water as soon as feasible.

2. Gloves
   - Wear gloves whenever there is the potential for contact with blood, body fluids, secretions, excretions, or other contaminated items.
   - Gloves must be of appropriate material, usually intact latex or vinyl, of appropriate quality and size for the procedures performed.
   - Disposable (single-use) gloves should never be washed and reused.
   - Gloves should be replaced if they are peeling, cracked, or discolored, or if they have punctures, tears, or other evidence of deterioration.
   - Wearing gloves does not replace the need for handwashing, because gloves may have small, inapparent defects or may be torn during use, and hands can become contaminated during removal of gloves.

3. Cleaning Spills of Blood or Body Fluids
   - Gloves should be worn to clean spills of blood or body fluids.
   - Visible blood or body fluid should first be removed with an absorbent disposable material. The area should then be decontaminated with a disinfectant and allowed to air dry.

4. Environmental Cleaning
   - Work areas are cleaned on a routine basis with disinfection of environmental surfaces (desk, phones, counters, etc.).
   - Staff is responsible for cleaning of personal offices if the cleaning crew is not provided access.

Continuity and Coordination of Care with External Providers

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**

SUBJECT: Continuity and Coordination of Care with External Providers	Section: 8125
Effective Date: July 26, 1983	Revised Date: April 23, 2016
Version: 2	Status: Current

Montcalm Care Network will collaborate with other providers of health care and services to ensure that the consumer receives comprehensive care of high quality and without duplication or redundancy. Other providers of care and services include, but may not be limited to, primary care physicians, health maintenance organizations, providers of ancillary health care, substance abuse providers, social service agencies or organizations, residential providers, schools and training programs, etc. Cooperative agreements will be put in place when possible with local providers.

Montcalm Care Network will seek to ensure continuity of care in referral of consumers to other service agencies by providing all necessary identifying and clinical information as permitted. MCN will ensure a coordinated transition of care in which a consumer has all necessary services set up prior to discharge/transfer, a summary of care is sent, and a plan for accessing needed services in the interim is in place. MCN will continue to provide treatment as long as the consumer is eligible and will continue communication/coordination efforts until a successful transition of care is made.

MCN will work to obtain releases of information to both obtain and send pertinent treatment records whenever a person is involved with multiple service providers or being referred to another provider. We will work to ensure the best interest and choice of the consumer is respected in find health and service providers to meet the whole health needs of the individual.

Communication and Coordination with Other Healthcare Providers

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	**PROCEDURE**
SUBJECT: Communication and Coordination with Other Healthcare Providers	Section: 8125A
Effective Date: May 27, 1997	Revised Date: August 26, 2015; May 16, 2018;
Version: 5	Status: Current

1. Communication with the Primary Care Physician (PCP) will be established at the onset of treatment with an introductory letter being sent indicating Montcalm Care Network is providing care.

2. MCN staff will receive Admission, Discharge, and Transfer reports when individuals receive care in the Emergency Department or are inpatient. Coordination with primary care will take place when this occurs as clinically appropriate.

3. MCN medical staff will utilize Health Information Exchanges to review primary care and other physical health records to ensure consumers are receiving routine preventative care, necessary follow up for chronic health conditions and to verify labs and other medical tests have been completed.

4. Psychiatric and medication reviews will be sent to Primary Care Physicians for any consumer engaged in these specialty services.

5. Primary Clinicians are responsible for ensuring coordinated care and will collaborate with Primary Care Physician offices closely for consumers with complex co-morbid health conditions including attending medical appointments, obtaining information to assist consumers in self-managing chronic health conditions, assisting in coordinating arrangements for specialty care appointments, and ensure consumer's abilities to understand medical conditions, treatments and adequately express needs.

6. Primary Clinicians may also coordinate directly with Medicaid Health Plans to ensure access to health care resources including transportation reimbursement, specialist referrals, and support resources.

7. Montcalm Care Network will with work Mid State Health Network to coordinate with the Medicaid Health Plans on individual consumers who are identified to as having high frequency emergency department use or repeat inpatient hospital stays to best coordinate care.

Continuity and Coordination of Care with Multiple Service Providers

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	**PROCEDURE**
SUBJECT: Continuity and Coordination of Care with Multiple Service Providers	Section: 8125B
Effective Date: March 26, 2002	Revised Date: April 25, 2016
Version: 2	Status: Current

A primary clinician will be designated for each consumer receiving care at Montcalm Care Network and who will be responsible for coordinating care when multiple providers exist. The primary clinician is responsible for the following:

1. Establishing a comprehensive treatment plan that includes services to be provided by other health care or service agencies.
2. Contacting other providers of care to establish expectations for coordinating care and to ensure no duplication of service is occurring.
3. Monitoring service follow up with identified health and service providers to include in a comprehensive evaluation of treatment needs and progress.
4. Advocating for consumer needs with other providers of care.
5. Providing consultation and education related to mental health service needs and recovery information to other providers of care.
6. Providing timely updates to service providers when significant clinical events, level of care or service eligibility changes.
7. Obtaining releases of information to obtain and share clinical information between MCN and providers.

Inclusion and Effective Freedom of Consumers

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	
SUBJECT: Inclusion and Effective Freedom of Consumers	Section: 8127
Effective Date: August 27, 2002	Revised Date: June 24, 2003
Version: 1	Status: Current

It is the policy of the Board to ensure the effective freedom of consumers through the realization of social citizenship and full community membership. This will be encouraged by affirmative efforts to promote consumer choice, pursuit of personal goals, engagement in productive activity, establishment of personal relationships/associations, participation in community events and independent living and the enjoyment of full human, constitutional and civil rights, privileges and resources collectively held in common with other members of the community.

Inclusion of Consumers in the Community

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	**PROCEDURE**
SUBJECT: Inclusion of Consumers in the	Section: 8127A

Community	
Effective Date: June 24, 2003	Revised Date: February 10, 2006

Montcalm Care Network shall actively promote the inclusion of consumers and families in the community by:

I. Promoting the use of community resources such as public transportation, community recreation, general health care services, employment opportunities and traditional housing.
II. Internal policies that assure that consumers and/or their advocates are treated with dignity and respect, have an opportunity for choice and self-representation, membership on planning and service evaluation groups, opportunities for participation in events and activities of their choice.
III. Promoting normalization through internal procedures and implementation of best practice models that address the social, age-related, cultural and ethnic aspects of services. This includes facilitation of the development of social integration skills, skills necessary for integrated employment and housing, the development of social relationships and informal support networks.
IV. Promoting the inclusion of children through services that preserve, support and in some instances, create by means of adoption, a permanent stable family.
V. Assisting consumers with information to make informed, independent, choices about treatment and support options, the use of financial resources, and housing and employment options and to take responsibility for these choices including the incorporation of self-determination models of resource management. Assisting consumers to understand the social obligations inherent in community participation.

Accessibility of Services

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	
SUBJECT: Accessibility of Services	Section: 8110
Effective Date: September 27, 1983	Revised Date: August 24, 2010, April 26, 2014
Version: 6	Status: Current

Montcalm Care Network will maintain a sufficient network of providers to ensure access to all covered services, support consumer choices, and address the clinical, geographic, and cultural needs of the population we serve. This includes ensuring nondiscrimination practices, accommodations for special needs, and addressing urgency of the need for services.

Accommodations for Cultural, Language and Communication Differences

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	**PROCEDURE**

SUBJECT: Accommodations for Cultural, Language and Communication Differences	Section: 8110A
Effective Date: March 26, 1996	Revised Date: August 26, 2015
Version: 5	Status: Current

To accommodate access and assure an individual's full participation and receipt of maximum benefit from the services being offered, the services will be provided in a manner that assesses, recognizes, respects, and takes into consideration the individual's ethnicity, culture, English language proficiency, and needed communication accommodations.

Montcalm Care Network will maintain access to an interpreter for persons who speak other languages, including sign language. Interpreter services are made available through the use of internal or contracted providers. These services are arranged at the time a request for this service is received or when a need is identified. There is no charge to the consumer for this service. Montcalm Care Network will also provide for any needed adaptations for persons using augmentative communication systems or devices.

The following resources will be utilized to secure an interpreter for persons with Limited English Proficiency, or who speak languages other than spoken English including those who use alternative communication devices, or other non-spoken methods:

- Internal or regional providers identified in the Provider Manual.
- Contracted providers identified through contractual arrangements.
- Other resources preferred by the consumer.

A. Specific Accommodations for the Hearing Impaired

The following process will be utilized to secure an interpreter for the hearing impaired:

1. Consult the consumer or consumer representative to ascertain consumer preferences of accommodation options that may be available either through arrangements made by Montcalm Care Network or regional authority or through the consumers natural support system.

2. Accommodation during the provision of service or treatment may be arranged through the use of the following resources:

    a. Person or resource identified and preferred by the consumer
    b. Internal or regional resource identified in the Provider Manual
    c. Michigan Relay Center for telephonic communications
    d. Intermediate School District
    e. Neighboring Mental Health Agencies
    f. Other contracted options

3. Montcalm Care Network utilizes the Michigan Relay Center for telephone calls from/to the hearing impaired. The after hour service provides TTY telephone access.

B. Accommodations for Persons with Limited English Proficiency or other language differences:

1. Consult the consumer or consumer representative to ascertain consumer preferences of accommodation options that may be available either through arrangements made by Montcalm Care Network or the regional authority or through the consumers natural support system.

2. Accommodation during the provision of service or treatment may be arranged through the use of the following resources:

   a. Person or resource identified and preferred by the consumer.
   b. Internal or regional resources
   c. Contracted interpretation service
   d. Montcalm Care Network will provide language line access through the regional authority or other contracted telephone interpretation services or will make available the services of bilingual staff for assistance with telephone calls from/to those with Limited English Proficiency.

Accessibility of Services - Mobility & Emotional Support Accommodations

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	**PROCEDURE**
SUBJECT: Accessibility of Services - Mobility & Emotional Support Accommodations	Section: 8110B
Effective Date: March 26, 2002	Revised Date: October 31, 2016
Version: 1	Status: Current

Montcalm Care Network provides the following accommodations for persons with challenges to mobility and for those with service animals for other purposes:

A. Physical facilities in compliance with the Americans with Disabilities Act.

B. If necessary, assistance with the use of adaptive devices (wheelchairs, for example) as desired by the consumer.

C. Access is permitted for trained service animals for persons with impaired hearing, vision, or other conditions including for emotional support and for the purpose of assisting consumers, visitors or others who may need to access the facility. Animals are otherwise prohibited in the facility.
   a. The consumer/; visitor must be able to provide their provider/clinician with proper verification of the animal being a service animal (i.e., training credentials), or they will not be allowed access to the facility.

b. The person bringing the animal into the facility is responsible for management and care of the animal's needs while in the facility or on agency property and maintains the liability for any risk associated with the animal.

Staff Training and Outreach to Underserved Ethnic and Cultural Groups and those with Limited English Proficiency

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	**PROCEDURE**
SUBJECT: Staff Training and Outreach to Underserved Ethnic and Cultural Groups and those with Limited English Proficiency	Section: 8110C
Effective Date: January 30, 2007	Revised Date: April 28, 2014
Version: 3	Status: Current

To encourage each person's full participation and receipt of the maximum benefit from the public mental health services being offered to residents in Montcalm County, services will be designed in a manner that promotes participation by individuals who belong to underserved ethnic and cultural groups and those with Limited English Proficiency who are entitled to public mental health services. Specific activities to accomplish this goal shall minimally include:

1. Staff training to assure Cultural Competency.
2. Assurance of staff understanding of specific legal or contractual requirements related to cultural considerations in the service planning and delivery process.
3. Service adaptation, as needed, to ensure cultural consistency.
4. Assistance, as needed, to consumers with Limited English Proficiency through the provision of translation services or services in the consumer's primary language.
5. Ensure no services draw undue attention to a consumer's particular mental health problems.
6. Tracking of penetration rates measuring access to consumers belonging to minority groups.
7. Contract provider expectations that are consistent with these minimum requirements. Proposal of quality improvement projects if penetration is less than expected or below any

regional or State requirements.

Cultural Competence and Limited English Proficiency

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	
SUBJECT: Cultural Competence and Limited English Proficiency	Section: 7153
Effective Date: April 24, 2001	Revised Date: September 25, 2012
Version: 3	Status: Current

Montcalm Care Network shall ensure access to services and that services are delivered to consumers in a manner that demonstrates respect and an ongoing commitment to reasonably accommodate for cultural and ethnic diversity including accommodations for persons with limited English proficiency, who use augmentative communication technology, or other alternative communication methods.

All staff will be oriented to, and demonstrate competence as it pertains to cultural diversity, and accommodations for limited English proficiency, or communication differences. Minimally this will include policies and procedures related to cultural competency and accommodation for communication differences and resources available to accommodate those with cultural, language or other communication differences. Competence also includes a general awareness of the cultural diversity that make up our community including issues related to race, culture (including multicultural concerns), religious beliefs, regional influences (ruralness) in addition to the more typical social factors such as gender, sexual orientation, marital status, education, employment and economic factors, etc.

An assessment of competence will be completed at the time of hire and re-evaluated on an annual basis. Training in limited English proficiency and cultural competency will occur during employee orientation and annually thereafter.

Civil Rights

MONTCALM CARE NETWORK 611 North State Street, Stanton, MI 48888	
SUBJECT: Civil Rights	Section: 7110
Effective Date: July 26, 1994	Revised Date: April 23, 2016; October 24, 2017
Version: 3	Status: Current

1. No person shall, be excluded from participation in or be subjected to discrimination in any MCN program or activity on the basis of race, color, religion or creed, national origin, sex, sexual orientation, gender identity or expression, age, marital status, veteran or military status, height, weight, protected disability, genetic information, or any other characteristic protected by applicable State or federal laws or regulations.

2. The Agency will announce its policy of nondiscrimination by posting the policy and statements on recruitment material.

3. The Human Resources Coordinator is designated as the person who oversees civil rights activities and documentation.

4. Agreements and contracts will contain nondiscrimination policies and practices.

5. The Human Resources Coordinator will on an annual basis (end of each fiscal year) compile the following statistics and perform the following duties as they apply:

    a. Number of complaints filed with Federal, State and/or local agencies responsible for ensuring nondiscrimination in governmental programs.
    b. Number and status of unresolved complaints or investigations.
    c. Number and types of actions taken on resolved and unresolved complaints or completed investigations.
    d. File an annual report with the Equal Employment Opportunity Commission (EEOC), if any.

6. Ensure that facilities built with Federal funds are located in a nondiscriminatory manner.

7. Obtain representation and/or attorney letter, upon request by the proper authority, to determine if any civil rights suits have been adjudicated or are pending.

Student, Trainees and Interns

MONTCALM CARE NETWORK 611 North State Street, Stanton, MI 48888	
SUBJECT: Student, Trainees and Interns	Section: 7450
Effective Date: December 21, 1982	Revised Date: March 26, 2002
Version: 3	Status: Current

All students, trainees, and interns will be supervised by a designated staff member to ensure that appropriate care and services are being provided to clients.

The conduct and comportment of these individuals will be according to professional standards as delineated in the Code of Ethics as stated in the policy manual.

Application for Clerkship or Internship

MONTCALM CARE NETWORK 611 North State Street, Stanton, MI 48888	
SUBJECT: Application for Clerkship of Internship	Section: 7450A
Effective Date: January2, 1984	Revised Date: April 28, 2014; December 28, 2017; May 15, 2018
Version: 3	Status: Current

1. Internships per the PIHP-MHSP provider qualifications manual:
   a) Is a student in one of the following health profession training programs: counseling; marriage and family therapy; psychology; social work, Physician's Assistant or Nursing, which has been approved by the appropriate board;
   b) Is performing duties assigned in the course of training;
   c) Is appropriately supervised according to the standards set by the appropriate board and the training program;
   d) Social work student interns must be pursuing a bachelor's or master's degree in social work and be supervised by a Licensed Master's Social Worker in a manner that meets the requirements of a Council on Social Work Education (CSWE) accredited education program curriculum that prepares an individual for licensure.

2. Individuals wishing to be considered for student intern placement will contact the Clinical.

3. Each applicant will be interviewed, after which a determination will be made regarding acceptance or rejection. That determination will be based upon program needs, and qualifications of the applicant.

4. Each student intern, prior to initiation of his/her placement, will be provided with an orientation similar to the orientation provided to staff and will be given a copy of the booklet "Your Rights When Receiving Mental Health Services in Michigan."

5. Thorough background checks, which include central registry and criminal, will be conducted prior to granting an internship.

6. A signed written agreement by the student and the Agency must be on file.

7. A position description, clearly outlining the responsibilities, areas of assignment, and time commitments, along with the name of the Supervisor will be shared with the student intern prior to initiation of placement. The above will be mutually agreed upon by the student intern and the Agency and shall be based upon identified program need(s) and specific qualifications of the individual. The position description will be signed by the student intern.

8. Student interns are not guaranteed any definite time period and their internship with the Agency can be terminated at any time, with or without cause, and with or without notice.

9. Per Agency guidelines student interns will:
   a) Show genuine interest in, and concern for, others with ability to act in an empathic and supportive fashion.
   b) Show evidence of maturity, sound judgment, and responsible attitudes and behavior.
   c) Demonstrated the ability to act patiently, and tactfully, in dealing with others.
   d) Be willing to participate in ongoing supervision to enhance helping skills, and submit to periodic evaluations as a part of this process.
   e) Be willing to adhere to, and follow, the rules and procedures of the Agency.
   f) Possess the skills necessary to function effectively.
   g) Abide by all policies and procedures of the Agency.
   h) Participate in regular supervision.
   i) Assume the duties and responsibilities as spelled out in his/her position.
   j) Adhere to the time commitments agreed upon, and in case of unavoidable absence contact their Supervisor, or an appropriate staff member.
   k) Display appropriate behavior and dress.
   l) Provide notice to terminate status with the Agency at least two weeks prior to leaving.
   m) Participate in all training programs, as deemed necessary by the Agency.

10. Per Agency guidelines the Agency will: a) Provide regular ongoing supervision. The time and frequency of such supervision will be agreed upon by the Agency and the student intern. However, such supervision will occur at least on a biweekly basis. b) Provide in-service training, as deemed appropriate by the Agency. c) Assist the student intern in becoming familiar with all rules and procedures, as applies to his/her duties. d) To train the student intern in complying with all required clinical reporting and general data information forms. e) Make the more relevant Agency policies and procedures accessible to the prospective student intern for review (e.g., Confidentiality).

Grievance and Appeals

MONTCALM CARE NETWORK 611 North State Street, Stanton, MI 48888	
SUBJECT: Grievance and Appeals	Section: 8800
Effective Date: May 6, 1998	Revised Date: February 25, 2010, December 17, 2013, April 26, 2014
Version: 5	Status: Current

It is the policy of Montcalm Care Network (MCN) that all consumers will have the right to a fair and efficient process for resolving complaints regarding their services and supports which are managed and/or delivered by MCN.

MCN will maintain procedures for assuring a timely, fair, accessible, and understandable process for resolving consumer grievances and appeals based on the relevant Michigan Department of Community Health (MDHHS) technical requirement.

1. Definitions:

Action:
- Denial or limited authorization of a requested Medicaid or non-Medicaid service, including the type or level of service
- Reduction, suspension, or termination of a previously authorized Medicaid or previously provided non-Medicaid covered service
- Denial, in whole or in part of payment for a Medicaid or non-Medicaid covered service
- Failure to make a standard authorization decision and provide notice about the decision within fourteen (14) calendar days
- Failure to make an expedited authorization decision within three (3) working days from the date of receipt of a request for expedited service authorization
- Failure to provide services within fourteen (14) calendar days of the start date agreed upon during the PCP process and as authorized
- Failure to act within forty-five (45) days from the date of a request for a standard appeal
- Failure to act within three (3) working days from the date of a request for an expedited appeal
- Failure to provide disposition and resolution notice of a local grievance/complaint within sixty (60) calendar days

Adequate Notice: refers to written notice mailed or delivered at the time of the action or at the time of the signing of the individual plan of services/supports, including a statement of the action, reason for the action, regulations that support the action, and explanation of the consumer's right to request an Administrative Fair Hearing.

Administrative Law Judge: refers to a qualified individual designated by MDHHS to conduct a hearing in accordance with rules of evidence, Department rules, and state and federal regulations and statutes.

Administrative Tribunal: refers to a division of MDHHS responsible for oversight, operations, and decisions of the Administrative Law Judges carrying out their responsibility conducting Fair

Hearings as required by the Michigan Mental Health Code, Public Health Code, Social Welfare Act, Administrative Code, Administrative Procedures Act, and/or federal law/ regulation.

Administrative Tribunal Hearing: An evidentiary hearing for a Medicaid consumer conducted by an Administrative Tribunal regarding a decision by MCN to deny, terminate, reduce or suspend services.

Advance Notice: refers to a written notice mailed twelve (12) calendar days in advance of the action, when previously authorized or provided services are reduced, suspended or terminated, that includes a statement of the action MCN intends to take, reason for the intended action, regulations supporting the intended action, an explanation of the individual's right to request an evidentiary hearing, and an explanation of the circumstances under which services are continued if a hearing is requested.

Alternative Dispute Resolution Process: refers to the MDHHS dispute resolution process established to provide an Administrative forum for grievances and disputes by consumers of Community Mental Health services who are not covered by the Federal standards related to Fair Hearing. If a non-Medicaid consumer is dissatisfied with a decision of MCN related to a local appeal regarding a suspension, reduction or termination of services he/she may request this review within five (5) business days of the decision.

Alternative Services: refers to a set of MDHHS-approved, flexible services that are offered to beneficiaries in lieu of Medicaid state plan services, and for which Medicaid-Capitated funds may be used to pay under the authority of the Section (A) (1) (a) of the Social Security Act and approved for use via Michigan's 1915 (b) waiver by the federal Centers for Medicare and Medicaid.

Appeal: refers to a request for a review of an adverse action (as defined above) relative to a Medicaid-covered service or non-Medicaid covered service with which the consumer does not agree.

Authorized Hearing Representative: refers to an individual who stands in for (or represents) the consumer in the hearing process. The legal right to do so comes from one of the following sources (an individual who assists, but does not stand in for the beneficiary in the hearing process does not need to meet the criteria):

- Written authorization, signed by the beneficiary, giving the individual authority to act for the beneficiary in the hearing process;
- Court appointed guardian or conservator;
- Legal parent of a minor child;
- The beneficiary's spouse, or a deceased beneficiary's widow or widower, only when no one else has the authority to represent the beneficiary.

Consumer: refers to a person receiving services, or the individual's authorized representative (if applicable), or the individual's parent (if they are a minor child), and/or guardian (if applicable). Also referred to as "Recipient" or "Customer".

Fair Hearing: refers to an impartial review conducted by an impartial Administrative Law Judge of MDHHS regarding a consumer's dissatisfaction with an MCN decision related to actions taken (see above).

Grievance: refers to an expression of dissatisfaction about any matter relative to a Medicaid or non-Medicaid covered service, other than an action as defined above, which does not involve a rights complaint as defined below (e.g. activities provided, aspects of interpersonal relationships between a service provider and the consumer, etc).

Local Resolution Process: refers to a process by which the consumer may resolve grievances or appeals directly with the worker, supervisor or administrator. This may be initiated verbally or in writing.

Legal Representative: refers to an individual who has been appointed by the court to exercise specific powers over an individual who is a minor, legally incapacitated, or developmentally disabled.

Person Centered Plan (PCP): refers to a plan for treatment that includes clearly stated goals, measurable objectives and methodology that is derived from the assessment of the individual's condition, the persons' wishes and desires and considering health and safety factors. This plan is developed in the context of Person/Family Centered Planning.

Primary Worker: refers to the staff with primary responsibility for the coordination of the consumer's services. This may be a Case Manager, Supports Coordinator, Family Support/Respite Services Worker, Outpatient Therapist or Homebased Therapist.

Recipient: refers to a person receiving services, or the individual's authorized representative (if applicable) or the individual's parent (if they are a minor child), and/or guardian (if applicable). Also referred to as "Consumer".

Residential Facility: refers to a specialized residential, 24-hour supervised, program where treatment is provided and is operated under contract with MCN.

Rights Complaint: Statements or allegations, verbal or written, by the consumer or anyone acting on his/her behalf that alleged a violation of a Mental Health Code protected right cited in Chapter 7 will be resolved through processes established in Chapter 7A of the Michigan Mental Health Code.

Unreasonable Delay: is defined as fourteen (14) or more calendar days for the delivery of services upon completion of the consumer's PFCP.

Acronyms:
MSHN – Mid-State Health Network
ADA – Americans with Disabilities
CMHSP – Community Mental Health Service Provider
MCN – Montcalm Care Network
MDHHS – Michigan Department of Health & Human Services
MMHC– Michigan Mental Health Code
OBRA – Omnibus Budget Reconciliation Act
PCP - Person Centered Plan
PIHP – Prepaid Inpatient Health Plan
RRO – Recipient Rights Officer

2. Requirements
   All Medicaid and Healthy Michigan Plan recipients have the following rights:

   A) Receive information in accordance with CFR 438.10

   B) Be treated with respect and with due consideration for his or her dignity and privacy. (In accordance to MDHHS contract section 3.4.2, Federal Regulation 42 CFR 438.206(c) (2), (b)(4), 45 CFR 160 and 164 (HIPAA Privacy) and Michigan Mental Health Code (330.1752&330.1753)

C) Receive information on available treatment options and alternatives, presented in a manner appropriate to the enrollee's condition and ability to understand. (In accordance to MDHHS Contract section 6.3 and, Federal Regulations 42 CFR 438.10).

D) Participate in decisions regarding his or her health care, including the right to refuse treatment. (In accordance with MDHHS contract sections 3.4, 6.3.3, 6.4.6, 6.8.6 and Federal Regulations 42 CFR 438

E) Be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation as specified in other federal regulations. (In accordance with Michigan Mental Health Code 330.1752 Regarding Policies and Procedures and Federal Regulation 42 CFR 438.100

F) Receive a copy of his or her medical records and request that they be amended or corrected as specified in 45 CFR 164.524 and 164.526. (In accordance with MDHHS Contract 6.3.3 and Federal Regulations 42 CFR 438.104

G) Receive health care services in accordance with 438.206 availability of services, 438.207 adequate capacity, 438.208 coordination and continuity and 438.210 coverage and authorization. (In accordance with MDHHS contract 3.4.5, 3.4.6, MDHHS PCP Practice Guidelines, Federal Regulations 42 CFR 438.206, 208 and 210.

H) Be free to exercise his or her rights and that the exercise of those rights does not adversely affect the enrollee's services. (In accordance with Federal Regulations 42 CFR 438.100 (3c), 42 CFR 438.210

3. Education:
Customers and/or legal representatives will receive written and verbal education about all available options at various stages of treatment, including access screening, intake evaluations, annual planning meetings, interim treatment planning, and as requested. It will be provided in a language format needed by the individual to understand the content. Customers and/or legal representatives will also be informed that no retaliation will occur if they access the appeal, grievance, and/or informal dispute resolution processes.

All enrollees eligible for services will receive a Customer Handbook and all applicable customer orientation materials during their initial face to face contact with MCN, and then annually, or as requested. The handbook will refer enrollees to contact the Customer Services, if they have any questions or concerns regarding these rights.

4. Appeal:
Customers or legal representatives may request an appeal whenever a service is denied, suspended, reduced, terminated, or experiences an unreasonable delay of the start of services, when the action is taken at initial eligibility determination as an applicant, or when the action is outside of the treatment planning process as an established customer. All appeals will be managed by Customer Services.

5. Grievance:
Customers and/or legal representatives may file a grievance with Customer Services at any time regarding dissatisfaction with any aspect of service provision other than an adverse action or an allegation of a Recipient Rights violation. If the dissatisfaction is related to an adverse action, the customer and/or legal representative will be directly linked to the appeal process. If the dissatisfaction is related to a Recipient Rights violation, the customer and/or legal representative will be directly linked to the Recipient Rights process.

6. Recipient Rights Complaint:
   Customers and/or legal representatives may file a recipient rights complaint any time that it is felt their rights, as defined in the MMHC or MDHHS substance abuse licensing rules, are violated.

7. Second Opinion Processes:
   Customers and/or legal representatives may request a second opinion of the Executive Director if they would like reconsideration of a denial of psychiatric hospitalization and/or denial of mental health services.

8. Informal Conflict Resolution Processes:
   Customers and/or legal representatives may seek conflict resolution from their primary care coordinators (i.e. case managers, support coordinators, therapists, etc.) and the care coordinator supervisors.

9. Michigan Department of Community Health Processes (MDHHS):
   Customers and/or legal representatives may seek one of two processes available through MDHHS. For those customers with Medicaid or Healthy Michigan Plan, they may access the MDHHS State Fair Hearing process concurrently with other above processes in relation to adverse actions by the CMHSP or CA provider. For those customers without Medicaid, they may access the MDHHS Dispute Resolution Process only if they have exhausted local processes in relation to adverse actions by the CMHSP or CA provider.

10. Freedom from Retaliation and/or Discrimination:
    Service providers who participate in an appeal, grievance, recipient rights, second opinion request, and/or informal conflict resolution request shall be free from discrimination and/or retaliation. Customers and/or legal representatives who access the appeal, grievance, Recipient Rights, second opinion, and/or informal conflict resolution processes shall be free from discrimination and/or retaliation.

AUTHORITIES:

- MDHHS Medicaid Managed Specialty Supports and Services Concurrent 1915(b)/(c) Waiver Program: Attachment P.6.3.2.1: The Appeal and Grievance Resolution Processes Technical Requirement, 2011.
- Michigan Mental Health Code (ACT 258 of the Public Acts of 1974 as amended)
- Michigan Department of Community Health - Non-pregnant Childless Adults Waiver (ABW) Section 1115 Demonstration Program
- Michigan Department of Community Health / Community Mental Health Services Programs Managed Mental Health Supports and Services Contract: Attachment C6.3.2.1: CMHSP local dispute resolution process
- Michigan Department of Community Health; Mental Health and Substance Abuse Program licensing rules, Recipient Rights, R 325.14301 - 325.14306.

- 42 CFR Chapter IV, Sub-part E, Sections 431.200 et seq
- 42 CFR Chapter IV, Sub-part F, Sections 438.402 to 424
- Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112)

MONTCALM CARE NETWORK 611 North State Street, Stanton, MI 48888	PROCEDURE
SUBJECT: Grievance and Appeals	Section: 8800A
Effective Date: May 6, 1998	Revised Date: October 11, 2016; February 1, 2018
Version: 6	Status: Current

Any consumer (including primary consumer, guardian if applicable, parent in the case of a minor child, and/or authorized representative if applicable) may file a grievance or appeal regarding their dissatisfaction with services, service decisions, or service providers, or service denial, unreasonable delays, reduction, termination, or suspension. Consumers may also have a service provider, acting on their behalf (and with the consumer's written consent), file an appeal and/or a request for a Fair Hearing or Alternative Dispute Resolution. Consumers may pursue their complaints/grievances by utilizing any or all of the following options (either verbally or in writing):

- Local Resolution Process
- Second Opinion
- Office of Recipient Rights (for mental health code protected rights)
- MDHHS Medicaid Fair Hearing (Medicaid recipients only)
- MDHHS Alternative Dispute Resolution (Non-Medicaid recipients only, and only after all local processes have been exhausted)

Consumers are given reasonable assistance to complete forms and to take other procedural steps to file a grievance, appeal and/or State Fair Hearing request. This includes, but is not limited to, providing interpreter services and toll free numbers that have adequate interpreter capability.

A contracted service provider, in addition to the consumer, must be provided notice of any decision by MCN to deny a service authorization request or to authorize a service in an amount, duration or scope that is less than requested. The notice of action to the provider is not required to be in writing.

ADVANCE & ADEQUATE NOTICES:

1. If services are requested but denied through the access department as a result of not meeting medical necessity, severity of illness, and/or intensity of service criteria, the access department staff will provide Adequate Notice through a Denial of Service Letter).

2. When it is determined that a covered service is suspended, reduced, or terminated, staff shall provide the consumer with one of the following forms in keeping with Medicaid and MDHHS requirements:

   - Adequate Notice for Medicaid Recipients Form
   - Advance Notice for Medicaid Recipients Form
   - Adequate Notice for Non-Medicaid Recipients Form
   - Advance Notice for Non-Medicaid Recipients Form

3. Notices will be provided in the language or format needed by the individual to understand its content and in accordance with the table below:

Action	ADVANCE Notice	ADEQUATE Notice	Time frame for Notice
Denial of Service Request		**X**	At the time of the decision
PCP developed		**X**	At the time of the PFCP
Reduction, Suspension, or Termination of Service(s) currently being received (PFCP/Addendum)	**X**		12 calendar days BEFORE the action
Denial of payment for a service		**X**	At the time of the decision
Standard Authorization Decision that denies/limits service(s) requested		**X**	Within 14 calendar days of the request
Expedited/Quickened Authorization Decision that denies/limits services requested		**X**	Within 3 working days of request
Change in Medical Services by MCN Physician (for Physician services only)		**X**	At the time of the decision
Consumer is deceased, admitted to an institution and no longer Medicaid eligible, indicated in writing services were no longer wanted, whereabouts were unknown with no forwarding address, was accepted for Medicaid services by another jurisdiction, or the date of action occurred in less than 10 calendar days		**X**	At the time of the decision

If the consumer receives notice and disagrees with the action, he/she may request an informal resolution; request a formal Local Appeal Resolution, file a Recipient Rights complaint and/or request a MDHHS Fair Hearing (Medicaid) or MDHHS Alternative Dispute Resolution (Non-Medicaid). A Fair Hearing may be requested in lieu of or in addition to all of the other options. Alternative Dispute Resolution may only be accessed after all local resolution processes have been exhausted.

LOCAL RESOLUTION PROCESS:

1. Any consumer, his or her representative or the legal representative of the estate of a deceased consumer, may request the local resolution process by calling Customer Services.

2. Customer Services staff logs the request in Mont-e and sends an acknowledgement letter to the consumer.

3. Customer Services staff will involve the appropriate resources to investigate the complaint (i.e. Recipient Rights Officer, Primary Worker, Supervisor, etc.) and resolve the issue.

4. The consumer is provided with:
   - reasonable opportunity to present evidence and allegations of fact or law in person as well as in writing;

- opportunities before and during the appeals process to examine the consumer's case file, including medical records and any other documents or records considered during the appeals process;
- opportunity to include as parties to the appeal the consumer and his or her representative or the legal representative of a deceased consumer's estate

5. Once a resolution is determined, Customer Services sends a disposition letter to the consumer no more than forty-five (45) calendar days after the receipt of the appeal. A disposition letter is provided to the consumer in no more than three (3) working days after receipt of the appeal, if an expedited appeal has been requested.

6. The consumer has the right to request an expedited appeal if waiting the standard time of thirty (30) calendar days for the appeal decision would seriously jeopardize their life, health, or ability to attain, maintain, or regain maximum function. The consumer's provider may also ask for an expedited appeal on their behalf. An expedited appeal will automatically be granted if the consumer's doctor supports the request. If an expedited appeal is requested without the support from a doctor, Customer Services will decide if the request requires an expedited appeal. If the request is approved, Customer Services will give the consumer a disposition letter within seventy- two (72) hours of receiving the appeal. If an expedited appeal is not granted, the consumer will receive a disposition letter within thirty (30) calendar days.

7. If a request for an expedited appeal is denied, Customer Services will make reasonable efforts to provide prompt oral notice of the denial to the consumer. A follow-up written notice will be sent to the consumer within two (2) calendar days. The consumer has forty-five (45) calendar days from the date of the notice of action to request a local appeal. The denial of an expedited appeal transfers the appeal to the standard resolution time frame.

SECOND OPINION (**see also Procedure #8913A**)**:**

1. Any consumer, or his or her representative may request a second opinion by speaking to Customer Services or sending a written request for a second opinion to MCN

2. Customer Services will send an acknowledgement letter to the consumer and will notify the Montcalm Care Network (MCN) Executive Director or designee, as to the nature of the request.

3. Customer Services will involve the appropriate internal resources to provide the second opinion.

   A. Hospitalization & Crisis Residential: (MCL 330.1409 & 330.1498(e)):

   1. If a consumer is screened for inpatient psychiatric hospitalization or crisis residential services and is denied access to either, they may request a second opinion (see Policy #8913).

   2. The request for the second opinion shall be processed in accordance with of the Mental Health Code:

      a. Within three (3) days of the request for a second opinion (excluding Sundays and legal holidays), the Executive Director shall arrange for an additional evaluation by a psychiatrist, other physician or licensed psychologist not involved in the previous level of determination.

b. If the conclusion of the second opinion is different from the initial decision, the Executive Director, in conjunction with the Medical Director, shall make a determination based upon the clinical information available within three (3) business days.
c. Customer Services is notified as to the results of the second opinion.
d. The consumer is notified of the results of the second opinion in writing.

B. All Other Services: (MCL 330.1705):

1. The request for the second opinion shall be processed in compliance with §330.1705 of the Michigan Mental Health Code. Upon request for a second opinion regarding services, the Executive Director will obtain a second opinion from a physician, licensed psychologist, master's level psychologist, master's level social worker, or registered professional nurse not involved in the previous level of determination. If the conclusion of the second opinion determines the individual to have a serious mental illness, serious emotional disturbance, or developmental disability, or if the individual is experiencing an emergent/urgent situation, mental health services will be provided.

2. The Executive Director (or designee) will complete their determination within the following time frames:
   a. Standard Determinations: MCN staff has fourteen (14) calendar days from the receipt date to make a determination and notify the consumer of the decision.
   b. (Consumer requested) Expedited Determinations: MCN staff has three (3) working days from receipt date to make a determination and notify the consumer of the decision.
   c. Customer Services is notified as to the results of the second opinion
   d. The consumer is notified of the results of the second opinion in writing.

RECIPIENT RIGHTS COMPLAINTS (see also Policy #8901)**:**

If Customer Services staff are made aware, or if they suspect that a rights violation has occurred, they will:

1. Immediately contact the MCN Recipient Rights Officer.

2. Complete (or assist the consumer in completing) a complaint form (MDHHS #0030).

3. Forward the completed complaint form to the Recipient Rights Officer.

MEDICAID FAIR HEARING PROCESS:

1. All Medicaid beneficiaries will be informed of their right to access the Fair Hearing process. Information on how to access this is provided in the MDHHS "Medicaid Fair Hearing Brochure" and includes:

   a. The Right to a State Fair Hearing
      - The method of obtaining a hearing
      - The rules that govern representation at the hearing

   b. The Right to file grievances and appeals
      - The requirements and time frames for filing a grievance or appeal
      - The availability of assistance in the filing process
      - The toll-free number that beneficiaries can use to file a grievance or appeal by phone

c. The Right to continued benefits when requested by the beneficiary. Benefits may continue if he/she files an appeal within twelve (12) days of notice for action, or if the request is for a Fair Hearing within twelve (12) days of the mailing the notice of disposition. Services previously authorized are continued while an appeal and/or a State Fair Hearing are pending, if the consumer requests, and if reduction, termination or suspension of a previously authorized service is involved and the period covered by the authorization has not expired. The beneficiary may be required to pay the cost of services furnished, if the final decision is adverse to the beneficiary.

2. MCN staff shall not limit or interfere with the applicant's or consumer's right to make a request for a hearing and will assist the consumer in submitting the appeal when requested.

3. Consumers of service or service providers who assist a consumer in the dispute resolution process, shall be protected from discrimination and/or retaliation.

4. MCN must reinstate and continue services until a hearing decision if any of the following occurs:
   - Action was taken without the required Advance Notice
   - The consumer requests a hearing within twelve (12) calendar days of the mailing of the action
   - MCN determines that the action resulted from factors other than the application of Federal or State law or policy

5. A consumer may request a Fair Hearing by filling out the MDHHS Hearing Request Form (MDHHS-0092) with assistance from MCN staff, if requested.

6. A Fair Hearing Officer will be designated by the Executive Director, whose responsibilities will include:
   - Serving as the MCN representative.
   - Scheduling a private room and ensuring that all the equipment is available for the Administrative Law Judge to conduct the Fair Hearing.
   - Contacting the Administrative Law Judge if it is anticipated that someone critical to the case will be late for the hearing.
   - Ensuring that all witnesses relevant to the case and all documents supporting MCN's case are available at the hearing.

7. An Administrator or Legal Counsel shall be designated by the Executive Director as the individual representing MCN at the Fair Hearing whose responsibilities will include:
   - Completing a Hearing Summary Report (MDHHS-0367). This Report and all relevant documents to be entered into evidence will be submitted to the Administrative Law Judge ten (10) days prior to the Fair Hearing date. A copy of these materials will be forwarded to the consumer prior to the Fair Hearing.
   - Assisting the consumer (when requested) with contacting the Administrative Tribunal to reschedule the Fair Hearing meeting if the consumer cannot attend the scheduled Fair Hearing.
   - Making the opening and closing statements representing MCN's position, calling and questioning the witnesses relevant to the case, and ensuring that all MCN evidence is presented for consideration by the Administrative Law Judge.

8. The Primary Worker is responsible for:
   - Assisting the consumer with transportation needs if requested so that the consumer can attend the hearing.
   - Modifying the PFCP when the hearing results are available and when applicable.

9. The Administrative Tribunal will notify MCN and the consumer as to the date of the Fair Hearing.

10. In instances where medical issues are involved, the Administrative Law Judge may determine that a medical assessment other than that completed by the original treating physician is necessary. In these cases, MCN will be responsible for obtaining the additional assessment at no expense to the consumer. The assessment will be maintained by MCN in the consumer's case record.

11. The consumer may withdraw a request for a Fair Hearing in writing by submitting a Hearing Withdrawal Form (MDHHS-0093). MCN staff will ensure the consumer understands that, at no point, are they required to withdraw their request for a Fair Hearing. Only the consumer or their legal representative can withdraw the Fair Hearing request.

12. If MCN's action is supported by the Fair Hearing decision, MCN may seek reimbursement from the consumer for the cost of any services provided to the consumer during this period of time, up to the consumer's ability to pay (see also Policy #6355).

MDHHS ALTERNATIVE DISPUTE RESOLUTION PROCESS:

(For Non-Medicaid Consumers and Consumers Receiving Medicaid Alternative Services)

1. Consumers must begin with the local resolution process first. The consumer is entitled to the MDHHS Alternative Dispute Resolution Process only after completion of the local appeal resolution process. (Refer to the "Local Resolution Process" section of this procedure).

2. The Appeal Disposition Letter or Second Opinion Action Notice to a consumer will include information on the consumer's right to request access to the MDHHS Alternative Dispute Resolution process. This notice will also include information regarding the consumer's right to file a Recipient Rights Complaint alleging a violation of the right to treatment suited to condition.

3. Consumers interested in accessing the Alternative Dispute Resolution Process must request a review in writing within five (5) business days of the written outcome of the Local Appeal Resolution or Second Opinion. The request should include the following (as applicable):
   - Name of consumer
   - Name of Guardian legally empowered to make treatment decisions or parent of minor child
   - Daytime phone number where the consumer, guardian legally empowered to make treatment decisions, or parent of a minor child may be reached
   - Name of the Agency/Program where services have been denied, suspended, reduced or terminated
   - Description of the service being denied, suspended, reduced or terminated
   - Description of the adverse impact on the consumer caused by the denial, suspension, reduction or termination of service

4. The Executive Director or designee will work with the MDHHS representative (from the division of Program Development, Consultation, and Contacts) to complete the Alternative Dispute Resolution process.

5. The MDHHS representative will refer the dispute to the appropriate MDHHS Bureau of Community Mental Health Services representative for contractual action within one (1)

business day if the denial, suspension, termination, or reduction of services and/or supports will pose an immediate and adverse impact upon the individual's health and safety. Contractual action will be taken consistent with the applicable provisions of the MDHHS/CMHSP contract. This referral will be communicated in writing to the consumer, guardian, or parent of a minor child within twenty-four (24) hours.

6. The assigned MDHHS representative will complete his/her review within fifteen (15) business days in cases that do not pose an immediate danger to the individual's health and/or safety. Written notice of the resolution shall be submitted to the consumer, his/her guardian, or parent of a minor.

DENIAL OR TERMINATION OF FAMILY SUPPORT SUBSIDY (**see also procedure #8147C**)**:**

1. The responsible MCN employee will review all applications for the Family Support Subsidy and promptly approve or deny the application.

2. MCN staff will provide written notice to the applicant of the action and the right of the parent or guardian to administratively appeal the decision if it is adverse.

3. If the application is denied due to insufficient information on the application form or the required attachments, the MCN staff shall identify the insufficiency in the written notification.

4. If an application for a Family Support Subsidy is denied or terminated by MCN, the parent or legal guardian will be informed of their right to request a Local Resolution Process.

5. The request for a Local Resolution Process must be submitted in writing within two (2) months of the notice of termination or denial. MCN staff will provide assistance if requested by the consumer.

6. A Local Resolution Process will be conducted in the same manner as provided for contested case hearings under chapter 4 of the administrative procedure's act of 1969, Act No. 306 of the Public Acts of 1969, being sections 24.271 to 24.287 of the Michigan Compiled Laws.

Fee for Service

MONTCALM CARE NETWORK 611 North State Street, Stanton, MI 48888	
SUBJECT: Fee For Service	Section: 6355
Effective Date: April 28, 1987	Revised Date: July 24, 2012
Version: 3	Status: Current

It is the policy of the Board that all Mental Health Service fees will be charged to the consumer (including the individual, spouse, or parent) and/or any third-party reimbursement source for which the consumer is eligible. Every effort shall be made to coordinate benefits for which the consumer is eligible through third party sources to maximize fee for service revenues. The consumer has the right to refuse to give financial information; however, he/she will be liable for the full cost of services received. Upon presentation of required financial information, an ability to pay amount will be set. This ability to pay will be on a monthly basis calculated as 1/12th the annual ability to pay with the exception for Respite Care Services. If the recipient is not eligible for any third party reimbursement, his/her ability to pay will be determined using either the "Application for Reduced Fees" or the "Redetermination" form, whichever is appropriate in the circumstances. A fee shall be assessed and charged on the consumer's first visit or as soon thereafter as possible. The consumer's ability to pay will be re-evaluated annually for all ongoing services. A re-evaluation will also be made if any changes in the consumer's financial status should occur.

Once an ability to pay has been determined for a consumer, the consumer is only liable up to the amount of their ability pay amount applied to the charge(s) for service(s) they actual receive and for which a cost has been incurred by the Board to provide, regardless of whether provided directly by the Board or a contracting provider.

The consumer has the right to appeal his/her fee within 30 days from the date the fee is determined. If the redetermination of ability to pay is not acceptable to the consumer (including the individual, spouse or parent) he/she may appeal, in writing, to the Recipient Rights Officer within 30 days of the notification of redetermination.

If the consumer cannot pay his/her fee, this will not affect the consumer's right to receive mental health services.

Special contracts for mental health services will be treated differently than regular MCN services. Fees will be established per contract agreement.

Psychological Testing services not requested by Board staff will be charged full costs and not be subject to ability to pay rules.

DD & SED Respite Care

MONTCALM CARE NETWORK 611 North State Street, Stanton, MI 48888	
SUBJECT: DD & SED Respite Care	Section: 8146
Effective Date: April 28, 1987	Revised Date: April 20, 2019

Program Description

Respite Care is a service designed to offer families short-term relief from the care of their child with developmental disabilities and/or emotional impairments, or an adult family member with developmental disabilities. Respite care usage is contingent upon available resources.

The Respite Care program is designed to promote family strength and stability by offering occasional breaks from the demands of care that occur with individuals with disabilities. The Respite Care program not only serves the individual and their families, but also encourages direct community involvement by facilitating participation in community-based activities.

Respite Care is designed to serve children and adults with developmental disabilities, including intellectual disability, cerebral palsy, epilepsy or autism. Respite Care also can be provided to children up to 18 years of age who have been diagnosed with severe emotional disturbances.

Eligibility

In addition to having a diagnosis of developmental disability or severe emotional disturbance, individuals must live at home with their families or in foster care and must reside in Montcalm County.

Funding of Services

Montcalm Care Network is the payor of last resort. Families are expected to access all other sources of reimbursement for respite care before requesting Montcalm Care Network's assistance. Families receiving Respite Care resources from other funding sources, may not qualify for these services through the Montcalm Care Network.

There is a charge for all Respite Care Services based on ability to pay. There may be limitations to the availability of Respite Care Services based on the availability of funding. The needs of persons with the greatest need and fewest resources are prioritized.

Out-of-Home Respite Care

This care is provided outside the family home in a foster care home licensed through the Department of Health and Human Services and supervised through a placement agency. This service must be identified in the person-centered plan and requires prior authorization. All placement in children's residential facilities must be supervised by the DHHS or another licensed children's placement agency. Training of the foster families/staff includes the introduction of the individual for whom respite will be provided and his/her family. The family and the assigned clinician will participate in training of providers and will ensure that the provider receives information related to the special needs of individuals, the persons centered plan, and the role of the provider in the delivery of services included in the plan. The family provides the provider with

any specific items necessary for the individual's care (i.e., diapers, medications, special feeding devices). All respite care stays must be specifically described in the person-centered plan as to the frequency and duration and coordinated through staff at Montcalm Care Network.

Out-of-Home Respite may be used for several hours, a few days, a weekend, but no more than fourteen (14) continuous days out of home during any month.

Providers receive payment for each day an individual is in their home according to contractual arrangements.

Respite-Hourly

MCN contracts with Provider Agencies to offer Hourly Respite services to families based on assessed need. Families are encouraged, to recruit family friends, extended family members, or other natural supports to provide this Respite Care and refer said individuals to a provider agency for potential employment. The Respite Care Provider must meet the following qualifications:

- Be at least 18 years old;
- Be able to communicate expressively and receptively;
- Successfully complete Montcalm Care Network's approved training and demonstrate competency in infection control procedures;
- Successfully complete Montcalm Care Network's approved training and demonstrate competency in consumer specific and general emergency procedures;
- Successfully complete Montcalm Care Network's approved training and demonstrate competency in Recipient Rights;
- Be able to understand and follow an individual plan of care;
- Be able to pass a criminal background check in compliance with Montcalm Care Network policies #7251 and #7251A;
- Resides outside of the family home;
- Cannot be a parent, stepparent, foster parent or guardian of the consumer.

Care may be provided either in the family home or any location agreed to by the provider and the family. If respite is provided outside of the family home, the family is responsible for ensuring that safeguards are in place to assure the safety and well-being of the individual. This includes assurance of any provider licensure that may be required by law. Respite may be used Monday through Sunday on agreed upon hours between the family and provider agency as authorized by MCN. Limitation in choice of times of day may apply based on provider availability. Families are encouraged to be flexible in working to design a schedule. Respite care cannot be utilized as child care for a parent or guardian during employment hours nor can it be used to supplant school hours.

Payment for Respite Care cannot be made to the individual or beneficiaries of this service. All payments will be made to the contracted provider.

Respite Care – Family Information and Responsibilities

MONTCALM CARE NETWORK 611 North State Street, Stanton, MI 48888	PROCEDURE
SUBJECT: Respite Care-Family Information and Responsibilities	Section: 8146A
Effective Date: June 15, 1998	Revised Date: April 22, 2019

The following are guidelines for families using Respite Care.

- Montcalm Care Network will provide Respite Care for families caring for individuals with developmental disabilities or children with severe emotional disturbances. The amount of Respite Care offered to families will be based on the availability of funds and on an assessment of need. Families will be billed for Respite Care based on a daily ability to pay.

- Out-of-Home Respite Care can be used for no more than fourteen (14) continuous days during any given month and must be provided by a licensed provider as may be required by law. Out-of-Home Respite in residential or foster care settings also require supervision by a placement agency. For adults, this may be the Montcalm Care Network. For children, this function must be provided by a licensed child placement agency such as the Department of Health and Human Services.

- All providers must be independent contractors or must be employed by an independent provider who has a contract for services with Montcalm Care Network. Individuals in services may also contract with providers using a Self Determination arrangement.

- Ordinarily, any single caregiver may not provide care exceeding forty (40) hours during any single week nor beyond eight (8) hours a day. Exceptions may be made in unusual or emergency situations and only with the approval of the employer of record. Families should plan for more than one person to provide direct care during extended respite periods.

- Respite allocations that are not a part of an entitlement program are contingent on budgeting resources and may fluctuate with overall usage in the program. Families will be notified of any changes in writing.

FAMILY RESPONSIBILITIES Families
are expected:

- To participate in the assessment or the review of need for Respite Care at least annually. These assessments are needed for the re-authorization of this service.

- To interview prospective Respite Providers, to ensure that the provider is appropriate to care for the family member, and to assure that the individual will be provided with safe care.

- To evaluate the safety of the environment of care including the safety of persons the individual in services may encounter. This may include Licensure of the location and provider if required by law. The Provider agency will ensure appropriate background checks as required by Medicaid guidelines.

- To provide the caregiver with a safety plan consistent with the needs of the individual and with the families wishes. Minimally, this plan must include a telephone number or location of where the family can be reached in an emergency; a list of medications, potential side effects and possible adverse effects of the medications prescribed; a list of special medical or behavioral instructions, if any; contact information for the primary physician, mental health emergency services; and if the respite is provided in the family home, the nearest ambulance, fire department and police agency and a sheltering and evacuation plan in the event of a tornado, flood or other environmental emergency requiring relocation.

- To provide all caregivers with any items necessary for care (i.e. diapers, medication, special devices).

- To provide funding for the individual and the caregiver if special activities are arranged as part of a respite outing (i.e. taking the individual to a movie, paying for admission to sporting events, etc).

- To provide all caregivers with training and information about the special needs of the individual in services and to assist with training related to the requirements of the person-centered plan.

- To fully cooperate in the annual assessment of the family's ability to pay for services, and to pay the daily ability to pay determined and agreed upon, through the annual financial determination of ability to pay.

- To work cooperatively and be flexible in determining a schedule for Respite hours with the provider.

- To notify the primary clinician if out-of-home placement, or hospitalization is planned, or has occurred.

- To contact the primary clinician if help is needed with respite.

- To contact the primary clinician in the event of any concerns or problems regarding respite use.

Family Support Services Program – Obtaining Services

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	**PROCEDURE**
SUBJECT: Family Support Services Program - Obtaining Services	Section: 8147A
Effective Date: June 15, 1998	Revised Date: August 21, 2000, April 10, 2007; February 21, 2020
Version: 1	Status: Current

Families may obtain applications and apply for the Family Support Subsidy (FSS) Program through Montcalm Care Network (MCN) or the Montcalm Intermediate School District (ISD). To apply, each family will need to submit the following documents with their application:

1. Copy of Child's birth certificate
2. Copy of the family's Michigan Tax Return for the preceding year, or a signed consent to the Michigan Department of Treasury for MCN to obtain Michigan Tax Return information.
3. Copy of Child's social security card.
4. Copy of Parent's social security card.
5. Copy of other Payee social security card if listed on application.
6. A signed consent to share information with the ISD.
7. A signed consent to text & email message exchange with MCN (optional)

Upon receipt of the application and supporting documentation, the MCN FSS worker reviews the documents for completion and submits the consent to share to the ISD and obtains the "Suggested Language Form" on school letterhead, which is written verification from the school district which certifies that the child has been recommended for an eligible diagnostic category, i.e., Severe Cognitive Impairment, Severe Multiple Impairments, or Autism.

The FSS worker determines if the family is eligible for the subsidy program based on MDHHS guidelines on income and current education eligibility.

Applications submitted by eligible families are forwarded to MDHHS where final processing and authorization takes place. MCN mails the family a copy of their completed application which shows eligibility and effective and expiration dates. New applications finding the family ineligible are noted as such on the application and a copy returned to the family with written explanation as to the reasons for ineligibility.

Payments are issued directly to each family by MDHHS on a monthly basis and at the approved MDHHS amount. Families must reapply yearly to MCN during the child's birth month in order to continue to receive the support subsidy.

Annual FSS Renewal

MCN receives monthly reports from MDHHS listing who is eligible for renewal. The FSS worker sends the families a renewal packet which includes an application, a family survey for the family to completed and return to MDHHS, a new consent to share with the ISD, a new text/email consent (optional), and the consent to the Michigan Department of Treasury to obtain the last Michigan Tax Return information.

The FSS worker will send out periodic reminders to the family to submit their renewal packet before the renewal deadline.

The FSS worker processes renewal packets the same as a new application, and eligible renewals are sent to MDHHS for processing and authorization.

Renewal applications finding a family to be ineligible are also forwarded to MDHHS, and a copy is mailed back to the family with written explanation as to the reasons for ineligibility.

Children Place Out of Home & One-Time Payments

Those parents whose child is presently placed out of their home may contact MCN to explore possibilities for being reunited. The subsidy program allows parents a one-time payment in order to prepare for their child's homecoming.

Denial of Family Support Subsidy

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	**PROCEDURE**
SUBJECT: Denial of Family Support Subsidy	Section: 8147C
Effective Date: April 28, 1987	Revised Date: September 22, 1998, September 23, 2003, October 26, 2004
Version: 1	Status: Current

If an application for Family Support Subsidy is denied or a Family Support Subsidy is terminated by Montcalm Care Network, the parent or legal guardian of the affected eligible minor may demand, in writing, a hearing by the Montcalm Care Network. The hearing shall be conducted in the same manner as provided for contested case hearings under Chapter 4 of the Administrative Procedures Act of 1969, Act No. 306 of the Public Acts of 1969, being Sections 24.271 to 24.287 of the Michigan Compiled Laws.

Pursuant to the Administrative Rules: copies of blank application forms, parent reports forms, the forms for changed family circumstances, and appeal forms shall be available from the Montcalm Care Network. It is acceptable to ask families to write a letter to Montcalm Care Network requesting an appeal hearing in lieu of a standardized form.

Montcalm Care Network shall review an application and promptly approve or deny the application and shall provide written notice to the applicant of the action and of the opportunity to administratively appeal the decision if the decision is to deny the application. If the denial is due to the insufficiency of information on the application form or the required attachments, the Board shall identify the insufficiency.

If the application is denied or the subsidy terminated, a parent or legal guardian may file an appeal. The appeal shall be in writing and be presented to Montcalm Care Network within two (2) months of the notice of denial or termination.

Authorities:
MDHHS/CMHSP Managed Mental Health Supports and Services Contract: Attachment C 6.3.2.1 revised 8/2003 and Amendment #1 FY03-05 9/2004

Code of Ethics

MONTCALM CARE NETWORK 611 North State Street, Stanton, MI 48888	
SUBJECT: Code of Ethics	Section: 7135
Effective Date: December 21, 1982	Revised Date: April 20, 2019

The following Code of Ethics will be observed by Montcalm Care Network Board and staff members:

1. The interest of the person served is always respected. Activities on behalf of the person served, whether families or organizations, shall always be determined by their best interests. Their rights, including appropriate care, confidentiality, informed consent, self-determination, and access to records, are guaranteed.

2. Activities on behalf of the business practices of the Agency shall be conducted in keeping with all legal, ethical and moral standards, Agency policies and procedures, as well as State and Federal Laws, Regulations, and Accreditation Standards. Accurate and complete records, books, accounts, data, and information owned, used and managed by the Agency will be maintained so as to accurately reflect Agency standing and activities. Documents, including contracts, shall be properly signed and witnessed where required. The Board and staff shall cooperate fully and appropriately with internal and external audits, investigations and reviews. Fair hiring, contract procurement, and staff management practices shall be in accordance with Agency policies and procedures, and with State and Federal Labor and Procurement Laws. All marketing materials and activities shall represent the Agency fairly and contain only truthful, fully informative and non-deceptive information.

3. Activities shall reflect the best interest of the general public. Authority of, and accountability to, the community are recognized by governing programs. Prevailing legal and moral standards shall be upheld. Questionable practices and programs are not condoned. The public's right to have information about programs, finances, policies and procedures is acknowledged.

4. All staff shall avoid conflicts of interest and misrepresentation of their services, credentials or skills. High professional standards will be maintained and promoted. Conduct will be based on accepted principles, professional standards of practice, and within professional boundaries. They recognize accountability to the organization, and persons served with whom they are involved, and accept responsibility to maintain high standards of professional competence, and to provide the highest quality of care possible.

5. Regard for the integrity of organizations and other agencies shall be maintained. Respect shall be maintained for the rights, policies and procedures of other professional organizations, governmental agencies, contractual providers and payers.

6. The Board and staff shall conduct themselves in such a way as to avoid all situations where prejudice, bias, or opportunity for personal gain, could influence their employment and/or

professional decisions. Gifts, services, gratuities, money, or anything else of value that is offered as a consequence of Agency employment, shall not be accepted if it is not part of Board-approved employment compensation, or benefits. Personal fund raising by staff is generally allowed as long as it is not coercive and does not conflict with the guiding principles of the Agency. Fund raising as an organizational effort may occur for the purpose of raising funds for local community charitable organizations as approved by the Executive Director. Such fund raising could be personal donations of time or money by staff and is strictly voluntary and not coercive. No organizational fund raising occurs for the purpose of raising funds for Montcalm Care Network itself.

7. The Board and staff shall conduct themselves in such a way as to show respect for and promote the safeguarding of the material resources of the Agency such as equipment, supplies, finances, furnishings and buildings, and including the personal properties of persons served, visitors and staff. The Agency prohibits the waste, fraud, abuse or other wrongdoing related to the integrity and efficiency of the use of any Agency resources and Board and staff shall adhere to Agency, State and Federal Regulations for monitoring and reporting such.

All persons employed by Montcalm Care Network commit themselves to conduct their professional relationships in accordance with this Code and agree that they:

1. Shall not discriminate against or refuse professional services to anyone on the basis of ability to pay, arrest record, race, color, religion or creed, national origin, sex, sexual orientation, gender identity or expression, age, marital status, veteran or military status, height, weight, protected disability, genetic information, or any other characteristic protected by applicable State or federal laws or regulations.

2. Shall regard, as their primary objective, the welfare of the individual or group served.

3. Will not use professional relationships with persons served to further their own interests.

4. Will not abandon or neglect persons in treatment without making reasonable arrangements for the continuation of such treatment.

5. Shall evidence a genuine interest in all persons served and do hereby dedicate themselves to the best interest of the individual and to helping them help themselves.

6. Shall restrict their relationships with persons served to those described by their job description and within their professional responsibilities.

7. Shall provide treatment and service within the bounds of their professions' Code of Ethics. This includes both, professional staff and certified peer supports.

8. Shall continue therapeutic relationships only so long as it is reasonably clear that the persons served are benefiting from the relationship.

9. Shall not engage in sexual activities or other nonprofessional behavior with persons they serve in a professional capacity.

Violations of the Code of Ethics above will result in disciplinary action as appropriate. Discipline ranges from verbal reprimand to immediate discharge, depending upon the seriousness of the violation, with consideration being given to whether it is a first violation or a recurrence. A combination of violations of the Code of Ethics will be dealt with according to the circumstances of

each case. If circumstances arise which are not specifically covered by these rules and regulations, the Agency may take any disciplinary action that it deems appropriate.

Additionally, as part of each employee's duty under the Compliance Program, each is obligated to internally report any suspected or known violations of the program, including suspected or known violations of the Code of Ethics, and particularly as it relates to waste, fraud and abuse (MCN's Internal Compliance Reporting policy #11110). MCN will treat all reports confidentially to the extent reasonably possible. It is the policy of MCN to take all reports of wrongdoing seriously. It is also the policy of MCN that no one who makes a report will be subject to reprisal, discipline or discrimination based on having made the report (Whistle Blower's Protection). MCN has developed a Non-Retaliation and Discipline policy (#11200) to address compliance related discipline. As set forth in this policy, however, MCN remains an at will employer who can discharge any employee with or without notice and with or without cause. MCN compliance investigations are followed by prompt response to detected offenses. The MCN Compliance Program shall complete any such investigation within five (5) business days whenever possible, including a report of findings and recommendations.

All staff receive training on the Code of Ethics and Compliance at hire, and on Compliance annually thereafter, shall understand that violation of this Code of Ethics may be grounds for disciplinary action, up to and including, immediate dismissal. Other Stakeholders are provided information regarding the Agency's Code of Ethics as appropriate, and/or upon request.

Reference: National Council of Community Mental Health Centers
Commission on Accreditation of Rehabilitation Facilities (CARF) Standards Manual

Conflicts of Interest

MONTCALM CARE NETWORK 611 North State Street, Stanton, MI 48888	**PROCEDURE**
SUBJECT: Conflicts of Interest	Section: 7135B
Effective Date: December 21, 1982	Revised Date: September 29, 2016
Version: 2	Status: Current

MCN employees, board, and others involved in grant-supported activities are prohibited from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others, such as those with whom they have family, business, or other ties.

The following are some examples of actions or activities that may create an actual conflict of interest, or give the appearance of a conflict:

- Engaging in any outside activity that detracts from the efficiency of your duties. This includes serving on boards or working for agencies that are current or potential grantees or contractors without the prior approval of the Executive Director;
- Engaging in any activity that conflicts with the interest or purpose of MCN;
- Engaging in any financial, business or other relationships with current or potential grantees or contractors of MCN;
- Accepting in any form whatsoever any remuneration, compensation or gift from current or potential grantees or contractors. Likewise, no employee or board member shall provide or give gifts or favors to others where these might appear designed to influence improperly others in their relations with MCN;
- Failing to disclose to the Executive Director that an immediate family member is affiliated with a grantee or contractor.

All employees are under a continuing obligation to make full disclosure to the Executive Director of all situations involving either actual or potential conflicts of interest, whenever such situations may arise.

If MCN determines that a conflict of interest or appearance of such conflict exists, the employee or board member may be asked to correct or remedy the situation immediately.

Depending on the circumstances, an employee may be subject to discipline, up to and including termination, for having engaged in conduct that constitutes a conflict, or for failing to disclose promptly a situation involving an actual or potential conflict of interest.

Standards of Conduct

MONTCALM CARE NETWORK 611 North State Street, Stanton, MI 48888	
SUBJECT: Standards of Conduct	Section: 11100
Effective Date: October 22, 2002	Revised Date: August 25, 2015
Version: 3	Status: Current

The Standards of Conduct set forth the principles and standards to which MCN staff are expected to adhere. The purpose of the Standards of Conduct is to articulate the ethical and legal framework within which MCN operates and to advise staff that they are required to abide by these Standards. The failure of staff to observe the provisions of the Compliance Program can result in serious consequences for MCN including criminal prosecution, substantial criminal and civil monetary fines, damage to its professional reputation, and exclusion from the Medicaid and Medicare Programs. Likewise, the failure of staff to observe the provisions of the Program, including reporting perceived violations of the Program, may result in serious consequences for staff, including various levels of corrective action, or other adverse actions.

A. Integrity of Business Practices

1. Ethical Practices:

MCN expects its staff to conduct business in an ethical, legal, and competent manner. Each staff member shall adhere to the spirit and language of the Compliance Program and strive for excellence in performing all duties. Each staff member must maintain a high level of integrity and honesty in business dealings with consumers, physicians, third party payors, and all other MCN staff and officers and avoid any conduct that could reasonably be expected to reflect adversely on the integrity of MCN, its officers, or staff. MCN staff and officers are required to perform all duties in good faith, and with the due care that a reasonably prudent person in the same position would use under similar circumstances.

2. Employee Conduct:

All MCN staff are responsible for using good faith efforts to comply with applicable laws, regulations, and third-party payor requirements, including those which they have been made aware of through MCN's programs and its educational activities. No employee or other staff member shall act in performance of his/her duties in any manner which s/he believes to be in violation of any statute, rule, regulation or policy. In case of doubt, the employee should consult his/her direct supervisor or the Compliance Officer before taking action. Employees should be open and honest in his/her business relationships with other employees, MCN leadership, MCN counsel, and MCN consultants. It is unacceptable to provide information which an employee knows or has reason to know is inaccurate, misleading, or incomplete.

3. Improper Payments and Fraud and Abuse:

No employee or staff member shall engage, either directly or indirectly, in any corrupt or inappropriate business practice including kickbacks or payoffs intended to influence, induce or reward favorable decisions of any Government representative, consumer, physician, vendor, contracted facility, or any person or facility in a position to benefit MCN in any way. No employee or staff member shall offer or make any payment or provide any other thing of value to another person with the understanding or intention that such payment will be used for an unlawful or improper purpose. MCN fully expects it staff to refrain from conduct that may violate the fraud and abuse laws. These laws prohibit (1) direct, indirect or disguised payments in exchange for the referral of consumers; (2) the submission of false, fraudulent or misleading information to any Governmental entity or third-party payor; and (3) making false representations to any person or entity in order to obtain payment for a service or to justify the provision of services in connection with cost reporting.

4. *Employee Screening:*

It is the policy of MCN that it makes a good faith inquiry into the background of prospective staff or consultants whose job duties include provision of services or billing and related services to the Medicare, Medicaid and other federal health care programs. To this end, MCN shall not knowingly employ or consult with, with or without pay, individuals who have been listed by a Federal Agency as debarred, suspended, or otherwise ineligible for Federal Programs or who have been convicted of a criminal offense related to healthcare.

In screening prospective employees or consultants, when applicable, MCN reviews the following. Ongoing screening processes will occur at the time of employment or contract, as well as during the course of employment/contract:

- Sources for State or local background checks (annually for employees; every two (2) years for contracted providers); and
- Medicaid Program bulletins, sanctioned provider lists, and related online searches (monthly for employees & contracted providers).

5. *Contractual Arrangements with Subcontractors:*

In order to effectively enhance compliance, MCN recognizes that it is essential to coordinate certain compliance responsibilities with its contractors. To this end and to the extent reasonably feasible, MCN will educate its contractors on their responsibilities and obligations.

- Accuracy of Information: Subcontractors shall be responsible, and held accountable, to provide accurate and truthful information to MCN in connection with the subcontractors' treatment of MCN's consumers, documentation of services and subcontractors' preparing of and submission of claims to MCN. This includes, but is not limited to, accurately reporting services rendered, time involved in a service, and accurately representing that documentation supports the service/procedure rendered or level of service reported.
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- Knowledge of Payer Requirements: Subcontractors shall be responsible for keeping apprised of Medicaid rules and other applicable third payer documentation and billing requirements so that information can be accurately provided to MCN in the performance of its functions.

Excluded Providers

MONTCALM CARE NETWORK 611 North State Street, Stanton, MI 48888	**PROCEDURE**
SUBJECT: Excluded Providers	Section: 11100A
Effective Date: April 26, 2010	Revised Date: April 25, 2016; October 23, 2018
Version: 3	Status: Current

A. Overview:

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

1) Excluded individuals cannot be a director, officer, or partner of MCN;
2) Excluded individuals cannot have a beneficial ownership of five (5) percent or more of MCN's equity; and
3) Excluded individuals cannot have an employment, consulting, or other arrangement with MCN for the provision of items or services that are significant and material to MCN's obligations under its contract with the Prepaid Inpatient Health Plan (PIHP).

"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.

An individual is considered to have an "ownership" or "control interest" in an entity if it has direct or indirect ownership of five (5) percent or more, or is a managing employee (e.g., a general manager, business manager, administrator, or director) who exercises operational or managerial control over the entity, or who directly or indirectly conducts the day-to-day operations of the entity as defined in section 1126(b) of the Act and under 42 CFR section 1001.1001(a)(1).

MCN shall comply with 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, MCN 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. §455.104106.

B. Monitoring:

At the time of engagement, hiring or enrollment in the MCN's Provider Network, MCN will search Verify Comply exclusion database to ensure that a director, officer, employee, consultant or contracted individual or provider entity, and any individuals with ownership or control interests in the provider entity (direct or indirect ownership of five (5) percent or more or a managing employee), have not been excluded from participating in

Federal health care programs. MCN mandates 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. This information will be obtained initially and annually during the contract renewal process.

MCN's Provider Network Specialist will download the updated List of Excluded Individuals and Entities (LEIE) from Verify Comply website which searches several federal and state databases at least monthly for comparison with its internal database of direct service and billing employees, Board members, contract providers and contract entities. Any verified negative findings will be forwarded to the attention of the Clinical Director or Executive Director for determination of action to be taken. Reports will be maintained by the Provider Network Specialist in a binder or electronic folder. .

MCN will notify the PIHP CEO immediately if search results indicate that any of their directors, officers, employees, consultant or contracted Network's Provider entities, or individuals or entities with ownership or control interests in a provider entity are listed on any federal or state exclusions database.

C. Administrative Actions that Could Lead to Formal Exclusion:

MCN will promptly notify the PIHP CEO if administrative action is taken that limits an employee's or provider's participation in the Medicaid program, including any provider entity conduct that results in suspension or termination from MCN's Provider Network

D. Acceptance of Claims:

MCN will not accept claims from providers for any items or services furnished, ordered or prescribed by excluded individuals or entities or those that have not disclosed ownership and control interests. MCN's payables system will be marked to exclude provider from billing.

HIPAA Privacy Notice

MONTCALM CARE NETWORK 611 North State Street, Stanton, MI 48888	
SUBJECT: HIPAA Privacy Notice	Section: 11800
Effective Date: January 28, 2002	Revised Date: March 25, 2003
Version: 1	Status: Current

All consumers (or their personal representative) shall be given Montcalm Care Network's Notice of Privacy Practices (the "Notice"), which will provide notice of the following:

- The ways in which Montcalm Care Network may use and disclose the consumer's personal health information
- The consumer's rights under HIPAA
- Montcalm Care Network's duties under HIPAA

The Notice shall be provided on or before the first encounter with the consumer during the intake process. The Notice does not have to be provided on subsequent visits or service dates, but copies must be available at physical service site locations and provided to any consumer upon request.

The Privacy Officer shall ensure that the Notice shall be posted in a clear and prominent location at service delivery sites.

At the time the consumer is provided with the Notice, Montcalm Care Network must make a good faith effort to obtain a signed or initialed Acknowledgement from the consumer or his or her personal representative. The Acknowledgement is a statement that the consumer has received the Notice. If a signed or initialed Acknowledgement cannot be obtained, Montcalm Care Network must document the good faith efforts that were made to obtain the Acknowledgement and the reason why the Acknowledgement could not be obtained. If the Acknowledgement cannot be obtained because of an emergency, Montcalm Care Network must make good faith efforts to obtain the signed or initialed Acknowledgement as soon as practicable after the emergency situation has ended.

HIPAA Privacy Notice

MONTCALM CARE NETWORK 611 North State Street, Stanton, MI 48888	Form
SUBJECT: HIPAA Privacy Notice	Section: 11800A
Effective Date: September 23, 2013	Revised Date: April 25, 2016
Version: 3	Status: Current

HIPAA NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

PLEASE REVIEW IT CAREFULLY.

The Mid-State Health Network (MSHN) is part of an Organized Health Care Arrangement (OHCA) that includes the following organizations:

- Bay Arenac Behavioral Health
- Community Mental Health for Clinton-Eaton-Ingham Counties-
- Community Mental Health for Central Michigan
- Gratiot County Community Mental Health Services
- Huron County Behavioral Health
- The Right Door (Ionia County CMH)
- Lifeways Community Mental Health Authority
- Montcalm Care Network
- Newaygo County -Mental Health Center
- Saginaw County Community Mental Health Authority
- Shiawassee County Community Mental Health Authority
- Tuscola Behavioral Health Systems

MSHN and its providers are required under the Federal Insurance Portability and Accountability Act (HIPAA) of 1996, to protect your privacy, follow the privacy practices described in this Notice, and give you a copy of this Notice.

HIPAA allows for the sharing of information between organizations, who are part of an OHCA arrangement, for the purpose of healthcare coordination. This arrangement specifically allows for the following (Section 160.103 of HIPAA):

"A clinically integrated care setting in which individuals typically receive health care from more than one health care provider or an organized system of health care in which more than one covered entity participates, and in which the participating covered entities:

- Hold themselves out to the public as participating in a joint arrangement; and
- Participate in joint activities that include at least one of the following:

- Utilization review, in which health care decisions by participating covered entities are reviewed by other participating covered entities or by a third party on their behalf;
- Quality assessment and improvement activities, in which treatment provided by participating covered entities is assessed by other participating covered entities or by a third party on their behalf; or
- Payment activities, if the financial risk for delivering health care is shared, in part or in whole, by participating covered entities through the joint arrangement and if protected health information created or received by a covered entity is reviewed by other participating covered entities or by a third party on their behalf for the purpose of administering the sharing of financial risk."

The Mid-State Health Network understands that information about you and your health is personal. We are committed to protecting health information about you. When you contact or receive services from an agency within our provider network, a record is typically created. This record contains "demographic information" such as; name, telephone number, social security number, birth date, and health insurance information. This record also contains other information related to your services such as; any health problems you may have, your plan of care, and information about your treatment, including diagnosis, goals for treatment, progress, etc. All of this information is known as protected health information, commonly referred to as PHI, and is used for many purposes.

This notice will tell you about the ways in which physical and behavioral health information about you may be used and disclosed. It tells you what our responsibilities are and what your rights are regarding the use and disclosure of your health information.

GENERAL PRIVACY INFORMATION:

Mid-State Health Network and its providers, who are a part of the Organized Health Care Arrangement, are able to share health information about you for the purpose of healthcare coordination without a release. However, Mid-State Health Network cannot release any information in your health record without your signed permission, to any provider who is not a part of the OHCA arrangement, unless required to do so by law as described in this Privacy Notice. If you give us permission to disclose your medical record, or parts of it, you may change your mind about this at any time and cancel (revoke) your permission but you must let us know this in writing, either by signing a revocation form or giving us a signed written statement that cancels your permission. If you revoke your authorization, this will only apply to future disclosures and not ones that have already been disclosed.

Mid-State Health Network does not release any information regarding substance use disorder treatment records or HIV/AIDS status without your signed permission, unless required to do so by law. Disclosures regarding these areas are subject to additional federal and state laws. Substance use treatment records are specifically protected under Federal Law 42 CFR Part 2.

There are additional laws that may further protect your private information such as the Michigan Mental Health Code.

In the event that a breach of your PHI is discovered, you will be notified as required by law. A breach occurs when your PHI has been used or disclosed in ways not permitted by law.

HOW WE MAY USE AND DISCLOSE MEDICAL INFORMATION ABOUT YOU:

The following categories describe different ways that we may use and disclose mental health and/or medical information.

- **For Treatment**. We may use information about you to coordinate, provide and manage your health care and any other related services. This may include coordination of management with another person, like a doctor or therapist. We may also contact you to remind you of appointments and inform you of possible treatment options.
- **For Payment**. We may use and disclose information about you so that the treatment and services you receive may be billed to and payment may be collected from you, an insurance company or a third party. For example, we may need to give your health plan information about the treatment you receive so that your health plan will pay us or reimburse you for treatment. We may also tell your health plan about a treatment you are going to receive to obtain prior approval or to determine whether your plan will cover the treatment.
- **For Health Care Operations**. We may use and disclose information about you in order to maintain or improve services. These uses and disclosures are necessary to make sure that all our consumers receive quality care. For example, we may use information to review our treatment and services and to evaluate the performance of our staff. We may also combine information about many consumers to decide what additional services should be offered, what services are not needed and whether certain new treatments are effective. We may also disclose information to clinicians, doctors, nurses, students and other personnel who work for the agency for review and learning purposes.
- **Business Associates**. There are some services provided in our organization through contracts with business associates. For example, the nurse may have to send your blood to a laboratory for testing prior to giving you a medication. The lab is not a part of the agency, but we will have a business relationship with the lab. When any services are contracted, we may disclose your health information so they may perform the job we've asked them to do and bill you or your health plan. To protect your health information, however, we require the business associate to appropriately safeguard your information.
- **Research**. Under certain circumstances, Mid-State Health Network is allowed to share your information in ways usually related to public health and research, however, we must meet many more conditions under the law before we can use your information for those purposes. For more information on this, go to the following website: **http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html**.

  The Mid-State Health Network has a research policy that can be accessed at the following location: http://www.midstatehealthnetwork.org/policies/docs/policies/Quality%20-%20Research.090214.pdf

- **As Required By Law**. We are sometimes required to disclose some of your information without your signed authorization if state or federal laws say we must do so. Such disclosures are usually related to one of the following:
  - A medical emergency: in the event of a medical emergency, we may not be able to give you a copy of this Privacy Notice until after you receive care;
  - To prevent, control, or report disease, injury, disability, or death;

- To alert state or local authorities if we believe you are a victim of child or adult abuse, neglect, or domestic violence;
- To alert authorities or medical personnel if we believe someone is at risk of injury by means of violence;
- To comply with health oversight agencies for things like audits, civil or administrative reviews, proceedings, inspections, licensing activities or to prove we are complying with federal privacy laws;
- To respond to a court or administrative order, or a subpoena;
- To a law enforcement official to report a crime on agency premises.

YOUR RIGHTS REGARDING PHYSICAL/BEHAVIORAL HEALTH INFORMATION ABOUT YOU.

You have the following rights regarding physical and behavioral health information we maintain about you:

- **Right to Inspect and Copy**. You have the right to inspect and copy information, from your record, that may be used to make decisions about your care. You have the right to request that the copy be provided in an electronic form or format. If the form and format you request are not readily producible, we will work with you to provide it in a reasonable electronic form or format. Usually, this includes medical and billing records, but may not include psychotherapy notes.

  To inspect and copy information that may be used to make decisions about you, you must submit your request in writing. If you request a copy of the information, we may charge a fee for the costs of copying, mailing or other supplies associated with your request.

  We may deny your request to inspect and copy in certain very limited circumstances. If you are denied access to medical information, you may request that the denial be reviewed. The person conducting the review will not be the person who denied your request. We will comply with the outcome of the review.

Right to Amend Your Record: If you believe that your personal health information or treatment record is incorrect or that an important part of it is missing, you have the right to ask us to amend your treatment record. You must submit your request and your reason for the request in writing.

- **Right to an Accounting of Disclosures**. You have the right to request an "accounting of disclosures." This is a list of the disclosures that we made, other than those covered in this notice, of information about you.
  - To request this list of accounting of disclosures, you must submit your request in writing. Your request must state a time period which may not be longer than six years prior to the date of your request. Your request should indicate in what form you want the list (for example, on paper or electronically). Disclosures you authorized in writing, routine internal disclosures such as those made to staff when providing you services, and/or disclosures made in connection with payment are examples of disclosures not included in the accounting. The accounting will give the date of the disclosure, the purpose for which your PHI was disclosed, and a description of the information disclosed. If there is a fee for the accounting, you will be informed what the fee is before the accounting is done.

- **Right to Request Restrictions**. You have the right to request that your protected health information not be shared or request a restriction or limitation on the information we use or disclose about you.
- **Right to Request Confidential Communications**. You have the right to request that we communicate with you in a certain way or at a certain location. For example, you can ask that we contact you only at work or only by mail.

  To request confidential communications, you must make your request in writing. We will not ask you the reason for your request. We will accommodate all reasonable requests. Your request must specify how or where you wish to be contacted.

- **Right to Request Someone to Act on Your Behalf.** You have the right to choose someone to act on your behalf. If you have given someone medical power of attorney, or if someone is your legal guardian, that person can act on your rights and make choices about your health information just as you would. We will make sure the person has this authority and can legally act for you before we respond to any such request.

CHANGES TO THIS NOTICE

We reserve the right to change this notice. We reserve the right to make the revised or changed notice effective for medical information we already have about you as well as any information we receive in the future. We will post a copy of the current notice at all agency locations. This notice will contain, on the first page, in the top right-hand corner, the effective date. In addition, when you register to begin treatment, we will offer you a copy of the current notice in effect.

COMPLAINTS ABOUT PRIVACY PRACTICES

If you believe your privacy rights have been violated, you may file a complaint with your local agency, with the Mid-State Health Network or with the Secretary of the Department of Health and Human Services.

Montcalm Care Network
611 N. State Street
Stanton, MI 48888
(989)-831-7520 or (800)-377-0974

Mid-State Health Network
530 West Ionia Street
Suite F
Lansing, MI 48933
1-844-793-1288

U.S. Department of Health and Human Services
233 N. Michigan Ave., Suite 240
Chicago, IL 60601
(800) 368-1019 or TDD (800) 537-7697 or
www.hhs.gov/ocr/privacy/hipaa/complaints/

Staff Competency and Eligibility to Practice

MONTCALM CARE NETWORK 611 North State Street, Stanton, MI 48888	
SUBJECT: Staff Competency and Eligibility to Practice	Section: 7152
Effective Date: November 28, 1995	Revised Date: June 25, 2013, April 26, 2014
Version: 4	Status: Current

Montcalm Care Network shall assure the competence of all staff:

A. Staff shall only provide those services to consumers which are consistent with their job description or with the privileges granted by the Board, and that are consistent with the policies of the Board.

B. Professional Practitioners shall only provide those services which are consistent with their professional credentials and licensure, and the code of ethics of their professional discipline.

C. Staff shall also comply with the rules and guidelines of the Department of Community Health, third party payers, and licensing and accrediting bodies reviewing the services provided by the Agency.

D. Independent Practitioners shall apply for, and qualify for, privileges to practice their profession at Montcalm Care Network. Independent Practitioners include supervisory personnel, physicians, psychologists providing psychological testing and professionals who provide services to consumers through contractual arrangements with the Agency.

E. Agency employees shall be qualified to perform their duties or provide services to consumers as outlined in their job description.

F. Staff at the Montcalm Care Network are expected to meet all of the continuing education and competency standards at time of initial employment and annually thereafter. Those standards are outlined in the job descriptions and in Procedure #7152A.

G. Competency and eligibility to practice at the time of hire will be determined by verification of credentials, job references and absence from Medicare and Medicaid exclusion lists. Skills, training and experience that are required by job description or work with specific consumer populations will be evaluated using questions and case scenarios. Where applicable, privileges will be applied for and granted prior to initiating practice.

H. Any violation of this policy or other Agency policies may result in disciplinary action including the suspension or termination of privileges or employment.

I. Improper known organizational provider or individual practitioner conduct resulting in suspension or termination will be reported to the appropriate authorities (i.e., MDHHS, OIG, Accrediting entity, etc.) consistent with Federal and State requirements, including those specified in the MDHHS Medicaid Managed Specialty Supports and Services contract.

Credentialing and Privileging

MONTCALM CARE NETWORK 611 North State Street, Stanton, MI 48888	PROCEDURE
SUBJECT: Credentialing and Privileging	Section: 7152A
Effective Date: November 28, 1995	Revised Date: April 21, 2012 December 28, 2017
Version: 3	Status: Current

The purpose of this procedure is to ensure that all staff and contracted clinical providers possess the credentials required to perform in their assigned role prior to beginning employment and/or the provision of services.

These staff and contract providers may include, but are not limited to, professionals such as: Physicians (M.D.'s or D.O.'s); Physician Assistants; Psychologists (licensed, limited license or temporary license); Social workers (licensed master's, licensed bachelor's, limited license or registered social service technicians); Licensed or Limited Licensed Professional Counselors; Nurse Practitioners, Registered Nurses or Licensed Practical Nurses; Occupational Therapists or Occupational Therapist Assistants; Physical Therapists or Physical Therapist Assistants; and, Speech Pathologists.

MCN will not, through the credentialing, re-credentialing, and privileging processes outlined, discriminate against staff or contracted clinical providers: solely on the basis of license, registration or certification; or those who serve high-risk populations or specialize in the treatment of conditions that require costly treatment.

A. Initial Credentialing of Staff

As a condition of hire the competency of the selected candidate shall be determined as follows:

1. Signed application attesting to: no condition or impairment that would interfere with duties; no current illegal drug use; no felony convictions; no loss of license or privileges; and, the accuracy and completeness of said application.
2. Evaluation of work history for the past five (5) years, or if less than five years, the Entire duration of professional experience.
3. Criminal background check consistent with policy #7251 and procedure #7251A.
4. Primary source verification of terminal transcripts and degree from an accredited school.
5. For licensed staff, the following will also be verified:
   a. Primary source verification of the status of all licenses, certifications or registrations, including licenses to prescribe medication/controlled substances.
   b. Primary source verification of board certification or highest level of credentials obtained, if applicable, or completion of any required internships/residency programs or other postgraduate training.
   c. Review of any citations included on the National Practitioners Data Bank.
   d. Absence from Medicaid/Medicare sanctioned providers lists.

Documentation of staff credentialing will be gathered by designated staff under the direction of the Finance Director and maintained within the personnel file.

The results of credentialing will be reviewed by supervisory staff. If credentials cannot be verified, staff may be subject to termination from employment and will be notified in writing of such.

B. Re-Credentialing of Staff

On an ongoing basis, the competence of staff shall be determined as follows:

1. Primary source verification of the status of renewed licenses, certifications, registrations, board certifications or highest level of credentials obtained, within thirty (30) days of renewal as applicable.
2. Annual supervisor's appraisal including a review of performance against the requirements of the job description and an update of initial credentialing information to include Medicare/Medicaid sanctions; state sanctions or limitations on licensure, registration, or certification; consumer grievances or appeals; and, any relevant quality issues.

The results of credentialing will be reviewed by supervisory staff. If credentials cannot be verified, staff may be subject to termination from employment and will be notified of such in writing.

C. Privileging

Privileges to practice will be granted initially and renewed every two years by the Board of Directors for the following clinical providers:

- Contracted licensed independent practitioners
- Staff clinical supervisors
- Staff physicians
- Staff psychologists providing psychological testing

To qualify for initial and renewal of privileges, competence will be determined through a credentialing process as follows:

1. Signed application for privileges attesting to: no condition or impairment that would interfere with duties; no current illegal drug use; no felony convictions; no loss of license or privileges; and, the accuracy and completeness of said application.
2. Evaluation of work history for the past five (5) years, or if less than five years, the entire duration of professional experience as provided on a curriculum or vitae (initially only with updates as needed).
3. Primary source verification of terminal transcripts and degree from an accredited school (initially only).
4. Criminal Background check consistent with policy #7251 and procedure #7251A.
5. Primary source verification of the status of all licenses, certifications or registrations, including licenses to prescribe medication/controlled substances.
6. Primary source verification of board certification or highest level of credentials obtained, if applicable, or completion of any required internships/residency programs or other postgraduate training.
7. Review of any citations included on the National Practitioners Data Bank.
8. Absence from Medicaid/Medicare sanctioned providers lists.
9. Verification of liability insurance and review of claims history, if applicable.

Feedback, references, and recommendations from professional peers knowledgeable of the practitioner's work and/or from customers served by the practitioner in the prior twelve months and/or as generated by activities of the Quality Assessment and Performance Improvement program will also be considered as relevant and applicable.

Documentation for privileges will be gathered by designated staff under the direction of the Finance Director and maintained within the personnel or contractor file. Only credentialing files verified as complete by the Executive Director will be forwarded for review and approval of privileges.

A summary of findings from the privileging process will be forwarded for review by the Personnel Committee and recommendation to the Board of Directors. Providers will be notified in writing within thirty-one (31) days from receipt of completed application as to whether privileges are approved or denied.

D. Temporary Privileges

Temporary privileges may be granted by the Executive Director for a period of up to one hundred-fifty (150) days when immediate service delivery is in the best interest of the consumer(s). Minimum competence will be established through the following credentialing process:

Autism Provider Monitoring

MONTCALM CARE NETWORK 611 North State Street, Stanton, MI 48888	PROCEDURE
SUBJECT: Autism Provider Monitoring	Section: 7152F
Effective Date: April 22, 2019	Revised Date: NEW

The purpose of this procedure is to ensure that all contracted Autism providers possess the credentials required to perform in their assigned role prior to beginning services with Montcalm Care Network (MCN) consumers.

Contract providers may include: Qualified Behavioral Health Professional (QBHP), Behavior Technicians (BCBA, BCaBA, or LP/LLP

MCN will not, through the credentialing, re-credentialing, and privileging processes outlined, discriminate against staff or contracted clinical providers: solely on the basis of license, registration or certification; or those who serve high-risk populations or specialize in the treatment of conditions that require costly treatment.

A. Initial Credentialing Review

1) All providers at the level of QBHP, BCBA, BCaBA, or LP/LLP before working with MCN consumers must have a MDHHS completed credentialing packet. It is the responsibility of the Autism provider to submit this package as soon as the provider has been assigned to an MCN consumer.

2) Behavioral Techs (BT) must have the completed MDHHS credentialing package within 30 days of starting services with an MCN consumer. It is the responsibility of the Autism provider to submit this package as soon as the provider has been assigned to an MCN consumer, no later than 30 days of first service date.

3) MCN Autism Coordinator will provide documentation to MCN Provider Network department when an MCN consumer has been referred to an Autism provider and when they know the name and qualifications of the staff providing the services so that monitoring can begin.

B. Monitoring of Autism Providers

1) When documentation is received from MCN Autism Coordinator the names of the providers and the agency they work for and name of consumer will be added to an Autism provider tracking list.

2) A Provider Network staff member will send the MDHHS credentialing package to the Autism provider to complete and send back all required documentation.

3) When the credentialing package is received, Provider Network staff will review the documentation to make sure that all training documents, including but not limited to individual IPOS training, for each consumer that is being served by that provider is included.

4) The credentialing package will be saved in the contract folder on MCN public drive under the agency providing services.

5) Provider Network staff will verify NPI numbers of the provider and enter the provider name and credentials into MCN EHR. No claims can be paid until the NPI is loaded to the system. No NPI will be loaded without verifying all credentials.

6) The Autism provider tracking list will be sent to each Autism providers credentialing department on a bi-monthly basis to ensure that MCN has the most current list. The response from the Autism provider will then be reviewed against MCN credentialing data to make sure that MCN has all the correct credentialing documentation.

7) MCN Provider Network will perform annual site reviews. A 25% sample will be used to verify that the Autism agency is maintaining all training records, background checks, and that all the MDHHS required credentials are current. If there is higher than a 3% error rate, additional records will be pulled.

Assurance of Competent Service from Organizational Providers

MONTCALM CARE NETWORK 611 North State Street, Stanton, MI 48888	PROCEDURE
SUBJECT: Assurance of Competent Service from Organizational Providers	Section: 7152B
Effective Date: May 2, 2007	Revised Date: June 19, 2014

Organizations interested in providing services to consumers are required to provide the following documentation:

1.Evidence of internal credentialing and privileging policies and procedures per the standards of their accrediting and/or licensing body, as applicable. This process must minimally include evidence of criminal background checks on all its employees prior to hire and periodically. In addition, the provider will regularly check the Officer of Inspector General and Medicaid and Medicare excluded providers list to prevent fraudulent activity.

a. The organization must demonstrate evidence of a system to ensure competency of its licensed independent practitioners (defined as any individual permitted by law and by the organization to provide care and services, without direction or supervision, within the scope of the individual's license and consistent with individually granted clinical privileges) through review of:

i) licensure, certification or registration and any sanctions
ii) current board certifications or highest level of credential
iii) current competence (peer references, work history)
iv) the ability to perform clinical responsibilities
v) continuing education
vi) documentation of graduation from an accredited school
vii) Medicare/Medicaid sanctions
viii) Criminal background checks

The competency standards applied by the organization must be consistent with those required by Medical Services Administration and Michigan Department of Health & Human Services requirements for the service code, professional discipline or population in question. Any contract provider that does not demonstrate evidence of accreditation, licensure or certification through an appropriate body may be subject to review based on the standards outlined in the PIHP Provider Manual.

2. The organization will be informed of the receipt of any information that varies substantially from expectations and the organization will be given the opportunity to correct any alleged erroneous information.

3. If the provider is approved to be a provider, a contract agreement and claims processing profile is developed to add the provider and service to the Board's Provider Network. If not approved, the potential provider will be notified in writing of the reasons for the denial of Section: 7152B Subject: Assurance of Competent Service from Organizational Providers Page: 2 participation in the Board's Provider Network. The PIHP retains the rights to approve, suspend or terminate any provider.

4. Providers that are denied participation may appeal the decision within seven (7) calendar days of notification by submitting to the Executive Director, in writing, the following:

a. Statement indicating that a reconsideration is being requested

b. Explanation/reasoning for the request

c. Any substantiating documentation relevant to the request

The Executive Director or designee will review all available information and either confirm or rescind the original decision. The provider will be notified in writing within seven (7) calendar days as to the outcome of the appeal.

5. Confirmation that a provider organization continues to meet contractual requirements will occur as established in the Contract Monitoring procedure #7123E

Drug Free Workplace

MONTCALM CARE NETWORK 611 North State Street, Stanton, MI 48888	PROCEDURE
SUBJECT: Drug Free Workplace	Section: 7107A
Effective Date: February 12, 2019	Revised Date:

Overview

Alcohol and drug abuse pose a threat to the health and safety of persons served, agency employees and to the security of the agency's equipment and facilities. For these reasons, and in accordance with the Federal Drug-Free Workplace Act, Montcalm Care Network is committed to maintaining a drug and alcohol-free work environment.

Prohibited Activities

Whenever employees are working, operating Montcalm Care Network vehicles or equipment, present on agency premises or conducting company-related work offsite, they are prohibited from:

1. Using, possessing, buying, selling, manufacturing or dispensing an illegal drug (to include possession of drug paraphernalia).
2. Being under the influence of alcohol or an illegal drug.
3. Possessing or consuming alcohol.
4. Having the presence of any detectable amount of any illegal drug, illegal controlled substance or alcohol in an employee's body system, while performing company business or while in a company facility.
5. Taking prescribed drugs that adversely affect their ability to safely and effectively perform their job duties.
6. Being under the influence, impaired, or otherwise affected by drugs, controlled substances, or alcoholic beverages in such a manner as to raise a reasonable suspicion in the mind of the observer that the employee's job performance may be negatively affected.

Employees should report to work fit for duty and free of any adverse effects of drugs or alcohol. Agency policy does not prohibit employees from the lawful use and possession of prescribed medications. Employees must, however, consult with their doctors about the medications' effect on their fitness for duty and ability to work safely, and they must promptly disclose any work restrictions to their supervisor.

Contractors

Any contractor that performs work for Montcalm Care Network, who are found to manufacture, distribute, dispense, possess or use controlled substances or unlawfully use, possess, or distribute alcohol in the workplace or as part of any municipal activity shall be subject to termination of contract. Contractors will be barred from further working for and at Montcalm Care Network.

Employee Awareness

MCN will ensure periodic training for employees on the following topics:

- Dangers of drug and alcohol use in the workplace;
- Reference to the agency's policy of maintaining a drug-free workplace;
- Availability of assistance through Human Resources to connect with drug counseling and rehabilitation services; and,
- Penalties for violations of agency policy related to a drug-free workplace.

Employee Assistance

Montcalm Care Network will assist and support employees who voluntarily seek help for drug or alcohol problems before becoming subject to discipline or termination under this or other Montcalm Care Network policies. Such employees will be allowed to use accrued paid time off, placed on leaves of absence, referred to treatment providers and otherwise accommodated as required by law. Employees may be required to document that they are successfully following prescribed treatment and to take and pass follow-up tests if they hold jobs that are safety-sensitive or require driving, or if they have violated this policy previously.

Post-Accident

Employees are subject to testing when they cause or contribute to an accident that results in an injury to themselves or others requiring offsite medical attention and/or causes serious damage to a Montcalm Care Network vehicle, machinery, equipment or property. Refusal to submit to testing by an employee will be treated as a positive test result and will result in immediate termination of employment.

Acts of nature such as icy conditions, car-deer accidents and dog bites, whether requiring medical attention or not, are not subject to drug or alcohol testing. Minor injuries taken care of by means of reasonable self-care (scrapes, minor cuts, etc.) will not be subject to drug or alcohol testing.

Reasonable Suspicion

Management must document specific observations and behaviors that create a reasonable suspicion that an employee is under the influence of illegal drugs or alcohol. Examples include:

- Odors (smell of alcohol, body odor or urine).
- Movements (unsteady, fidgety, dizzy).
- Eyes (dilated, constricted or watery eyes, or involuntary eye movements).
- Face (flushed, sweating, confused or blank look).
- Speech (slurred, slow, distracted mid-thought, inability to verbalize thoughts).
- Emotions (argumentative, agitated, irritable, drowsy).
- Actions (yawning, twitching).
- Inactions (sleeping, unconscious, no reaction to questions).

When reasonable suspicion testing is warranted, both management and HR will meet with the employee to explain the observations and the requirement to undergo a drug and/or alcohol test within two hours. Employees under reasonable suspicion will be transported by MCN for testing. Refusal by an employee will be treated as a positive drug test result and will result in immediate termination of employment.

Collection and Testing Procedures

Employees subject to alcohol testing and drug testing will be transported to a Montcalm Care Network designated facility. The laboratory will transmit all positive drug test results to a medical review officer (MRO) who will offer individuals with positive results a reasonable opportunity to rebut or explain the results. In no event shall a positive test result be communicated to Montcalm Care Network until such time that the MRO has confirmed the test to be positive.

Consequences

Employees who refuse to cooperate in required tests will be immediately terminated. Employees who test positive, or otherwise violate this policy, will be subject to discipline, up to and including termination. Depending on the circumstances, the employee's work history/record and any state law requirements, Montcalm Care Network may offer an employee who violates this policy or tests positive the opportunity to

return to work on a last-chance basis pursuant to mutually agreeable terms, which could include follow-up drug testing at times and frequencies determined by Montcalm Care Network, a rehabilitation program as well as a waiver of the right to contest any termination resulting from a subsequent positive test. If the employee either does not complete the rehabilitation program or tests positive after completing the rehabilitation program, the employee may be subject to additional discipline, up to and including termination.

Confidentiality

Information and records relating to positive test results, drug and alcohol dependencies, and legitimate medical explanations provided to the MRO will be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files. Such records and information may be disclosed among managers and supervisors on a need-to-know basis and may also be disclosed when relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee or applicant.

Marijuana in Michigan

While Michigan law allows for recreational and medical use of marijuana, it is still considered illegal by the Federal government. As a recipient of Federal funding, MCN is required to treat marijuana as an illegal substance and its use is therefore prohibited by agency policy.

Criminal Record Check

MONTCALM CARE NETWORK 611 North State Street, Stanton, MI 48888	
SUBJECT: Criminal Record Check	Section: 7251
Effective Date: May 25, 1999	Revised Date: April 23, 2016
Version: 3	Status: Current

All prospective employees are required to sign an Authorization to Check Criminal History prior to employment with the Agency and provide truthful information about their criminal history. All employees are also subject to criminal record checks periodically as determined by the Agency. These criminal record checks employ legitimate external data sources such as the Michigan State Police Criminal Database, etc.

Though not used as a sole criterion for exclusion from employment, prospective employees may be excluded from employment selection if convicted of a felony or other less severe criminal history depending on the specific circumstances of the conviction and with consideration of potential continued risk of harm to consumers, co-workers, the Agency or community. Employees convicted of criminal conduct are subject to disciplinary action up to and including discharge.

Criminal Record Check

MONTCALM CARE NETWORK 611 North State Street, Stanton, MI 48888	
SUBJECT: Criminal Record Check	Section: 7251A
Effective Date: October 28, 2003	Revised Date: October 28, 2008

Employment guidelines related to criminal history:

Depending on the specific circumstances of the conviction and consideration of potential continued risk of harm to consumers, co-workers, the Agency or community, perspective employees may be excluded from employment selection and current employees may be immediately terminated for any of the following criminal convictions:

1. Conviction related to the exploitation of vulnerable persons
2. Conviction for the abuse or neglect of vulnerable persons.
3. Conviction for criminal sexual conduct.
4. Conviction for a violent or potentially violent crime including criminal stalking.
5. Conviction of a felony within the last seven (7) years.
6. Any conviction of crimes involving the use, possession or sale of illegal or controlled substances within the last five (5) years.
7. Conviction of a felony or misdemeanor involving theft or other misappropriation of funds or property within the last five (5) years.
8. Conviction of crimes related to more than one criminal occurrence. Within the last five (5) years.

Criminal Record Check

MONTCALM CARE NETWORK 611 North State Street, Stanton, MI 48888	
SUBJECT: Criminal Record Check	Section: 7251B
Effective Date: May 27, 2007	Revised Date: June 19, 2014
Version: 4	Status: Current

Organizations interested in providing services to consumers are required to provide the following documentation:

1) Evidence of internal credentialing and privileging policies and procedures per the standards of their accrediting and/or licensing body, as applicable. This process must minimally include evidence of criminal background checks on all its employees prior to hire and periodically. In addition, the provider will regularly check the Officer of Inspector General and Medicaid and Medicare excluded providers list to prevent fraudulent activity.

   a. The organization must demonstrate evidence of a system to ensure competency of its licensed independent practitioners (defined as any individual permitted by law and by the organization to provide care and services, without direction or supervision, within the scope of the individual's license and consistent with individually granted clinical privileges) through review of:
   i. licensure, certification or registration and any sanctions
   ii. current board certifications or highest level of credential
   iii. current competence (peer references, work history)
   iv. the ability to perform clinical responsibilities
   v. continuing education
   vi. documentation of graduation from an accredited school
   vii. Medicare/Medicaid sanctions viii. Criminal background checks

2) The competency standards applied by the organization must be consistent with those required by Medical Services Administration and Michigan Department of Health & Human Services requirements for the service code, professional discipline or population in question. Any contract provider that does not demonstrate evidence of accreditation, licensure or certification through an appropriate body may be subject to review based on the standards outlined in the PIHP Provider Manual.
3) The organization will be informed of the receipt of any information that varies substantially from expectations and the organization will be given the opportunity to correct any alleged erroneous information.
4) If the provider is approved to be a provider, a contract agreement and claims processing profile is developed to add the provider and service to the Board's Provider Network. If not approved, the potential provider will be notified in writing of the reasons for the denial of participation in the Board's Provider Network. The PIHP retains the rights to approve, suspend or terminate any provider.

5) Providers that are denied participation may appeal the decision within seven (7) calendar days of notification by submitting to the Executive Director, in writing, the following: a. Statement indicating that a reconsideration is being requested b. Explanation/reasoning for the request Any substantiating documentation relevant to the request The Executive Director or designee will review all available information and either confirm or rescind the original decision. The provider will be notified in writing within seven (7) calendar days as to the outcome of the appeal.

6) Confirmation that a provider organization continues to meet contractual requirements will occur as established in the Contract Monitoring procedure #7123E.

Procurement and Contracting

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	
SUBJECT: Procurement and Contracting	Section: 7123
Effective Date: October 1, 1998	Revised Date: April 23, 2016; October 24, 2017
Version: 2	Status: Current

Montcalm Care Network shall ensure that all procurement related to the purchase of administrative and clinical services be conducted fairly and in compliance with Michigan Department of Health & Human Services requirements as outlined in contractual agreements with the Michigan Department of Health & Human Services, Medicaid Provider Manual provisions and in compliance with regional authority expectations. Montcalm Care Network further ensures that all procurement activities will be conducted fairly and with appropriate attention to ensuring fair and economical prices, quality, and continuity of service or care. In the case of clinical services, consumer choice shall also be considered when possible. When necessary, this may include efforts to enroll providers not currently contracting with Montcalm Care Network. Contracts existing before or on the effective date of this policy shall be honored for the duration of the contract.

All contracts shall be written to ensure fair market or competitive cost for services and will include restrictions forbidding providers from billing consumers for costs beyond negotiated contract rates.

All contracts shall clearly identify responsibility in the area of Recipient Rights. All contracts shall clearly identify responsibility in the area of Compliance, (see policy #11,400) and outline other requirements for participation as a provider of services.

Montcalm Care Network ensures that all procurement activities are conducted in a manner that assures that potential providers or contractors are not discriminated against on the basis of race, color, religion or creed, national origin, sex, sexual orientation, gender identity or expression, age, marital status, veteran or military status, height, weight, protected disability, genetic information, or any other characteristic protected by applicable State or federal laws or regulations that is unrelated to the person's ability to perform the contractual obligations.

A. In the case of purchased or contracted comprehensive administrative services, including automated data processing services, administrative services (ASO) or management services (MSO) related to managed care systems, procurement procedures shall utilize Request for Proposal (RFP) or Request for Quote (RFQ) processes.

B. In the case of purchased or contracted clinical services, procurement procedures shall include recruitment, or Request for Quote (RFQ) or Request for Proposal (RFP) processes. The selection of the appropriate process shall be based on the availability of needed resources in the community, and the kind, quantity and quality of service needed. Recruitment processes (noncompetitive solicitation) may be utilized in the following situations:

1. The service is available from a single known source or after solicitation of a number of sources, competition is determined to be inadequate.
2. There is an emergent or urgent need to obtain the service based on community or client need, including the need to avoid interruptions in service delivery.
3. The services involved are professional services of limited quantity and duration (generally $1,500 or less per service or per month), for a period not to exceed one (1) year.
4. The services are unique, or the selection of the provider has been delegated to the consumer.
5. The services are those of an existing residential service provider or other clinical provider where continuity of care concerns is paramount.

Recipient Rights, Corporate Compliance an Contract Monitoring of Contracted Providers

MONTCALM CARE NETWORK **611 North State Street, Stanton, MI 48888**	
SUBJECT: Recipient Rights, Corporate Compliance and Contract Monitoring of Contracted Providers	Section: 7123E
Effective Date: September 1, 2005	Revised Date: April 18, 2011; November 22, 2013; February 28, 2018
Version: 4	Status: Current

Montcalm Care Network will assure that contracted providers comply with all of the terms of our contracts with them, with all applicable Recipient Rights policies, and applicable State and Federal laws. In addition to ongoing monitoring that is a part of the day to day activities of the Agency, providers who deliver services at their site and who do not participate in the Agency's internal processes, will be evaluated based on a periodic site visits and/or document reviews to ensure a uniformly high standard.

1. Recipient Rights

Site visits will be scheduled annually, or more frequently, if necessary, for all residential and inpatient psychiatric providers. Reviewers will examine the following:

A. Record Review
   - i. Notification of Rights
   - ii. Informed Consents
   - iii. Treatment Planning/Person-Family Centered Processes

B. Environment
   - i. Safety
   - ii. Sanitary
   - iii. Humane
   - iv. Communication
   - v. Civil Rights

vi. Confidentiality
vii. Least Restrictive
viii. Seclusion/Restraints

C. Rights System
D. Training
E. Policies and Procedures

2. Quality/Competency Review & Contract Compliance Quality & Competency reviews will be conducted for provider organizations on an annual basis to determine continued competency of service provision and compliance with contractual requirements. Annual reviews may be conducted as a desk audit or on-site review, and may include such activities as service observation, consumer and staff feedback, review of contractors own performance reports & activities, and document reviews. The following are examples of documentation that may be reviewed:

A. Current license and/or accreditation and liability insurance.
B. Processes for ensuring health information is kept confidential and protected from unauthorized disclosure.
C. Processes for assuring staff are trained in Cultural Competency and Limited English Proficiency resources.
D. Processes for prohibiting discriminatory practices against employees or applicants for employment, as well as in the treatment of consumers, recipients, patients or referrals.
E. Processes for conducting criminal background checks, licensure verifications and credentialing of staff.
F. Compliance program/plan.

MCN will accept satisfactory findings from a review conducted by another CMHSP Board in lieu of the above documentation requirements.

Note: All Independent Contractors privileged by MCN are excluded from the above outlined review process.

3. Claims Review/Verification As part of the regional claims verification process, all providers of Medicaid Services (with the exception of hospitals and residential homes) will be periodically reviewed based on a random sampling methodology (#5300A).

4. Exclusion or Debarment As part of its ongoing compliance checks, all providers will be verified as absent from exclusion to participate in Medicare or Medicaid Programs, including those individuals with ownership or controlling interest and/or who are managing employees in the provider organization (#11100A).

Providers will be notified as to the findings of each site visit and document review. Any areas of noncompliance will be addressed through corrective action and/or as otherwise established in the provider contract. Evidence of Recipient Rights site visits are maintained by the Rights Officer. Evidence of document reviews and claims verification are maintained in the provider file and/or compliance office. MCN will ensure that any follow up or remedial action to bring contracted providers into compliance with MDHHS-ORR standards will be addressed and completed.

Summaries from the above reviews will be included in the annual QAPIP report. Summary reports will be made available to providers, individuals, families, advocates, and the public upon written request.

Record Review

MONTCALM CARE NETWORK 611 North State Street, Stanton, MI 48888	
SUBJECT: Record Review	Section: 5300
Effective Date: April 27, 1993	Revised Date: June 24, 1997, June 28, 2005
Version: 1	Status: Current

The purpose of the Record Review System is to conduct case examinations and monitor standard compliance through peer, utilization and technical reviews. Services are monitored to ensure high quality care, cost efficiency and effective utilization of resources. Recommendations are provided regarding individual, departmental and organization-wide performance based upon the data gathered through the review process.

Record Review

MONTCALM CARE NETWORK 611 North State Street, Stanton, MI 48888	
SUBJECT: Record Review	Section: 5300A
Effective Date: June 24, 1997	Revised Date: May 1, 2017; May 16, 2018
Version: 6	Status: Current

The Record Review will be used to help assess the competency of and to provide performance feedback to clerical, clinical and billing staff and to evaluate organization-wide performance. Data from these reviews will be collected from a selection of cases in a quantity sufficient to provide feedback to each staff person providing record keeping, billing or clinical services.

The Record Review consists of four components:

- Record Keeping Review- focuses on the technical aspects of the record to ensure adherence to standards.
- Clinical/Peer Review - focuses on the quality of clinical performance care and documentation through a review of the adequacy of assessment, service planning, treatment and care including use of Evidence Based Best Practices, termination and follow-up.
- Utilization Review - focuses on the appropriateness of admission, continued stay, discharge and after-care to ensure that established medical necessity and other eligibility or utilization criteria are followed throughout treatment. This is completed during the Clinical Review processes.

- Claims Review - is completed in conjunction with the regional authority and focuses on verification that services provided or purchased were delivered as authorized within the person-centered plan, are thoroughly documented, and systems are in place to verify Medicaid/Healthy Michigan Plan eligibility, to prevent duplicative & errors in use of billing codes, and to ensure invalid claims/encounters are corrected and repayments made as indicated.

Aggregate and provider level data is available to Supervisors and Administrative Staff as needed to assist with staff competency assessments, staff development activities, privileging and contracting decisions.

Review Processes

1. Record Keeping and Clinical Peer Reviews:

   a. A random sample of minimally one open and one closed case per program (Community Services and Outpatient Services) are reviewed each month. Each case represents a different clinical provider with each provider having at least one open and one closed case reviewed each year.

   b. Clinical Peer Reviews are reviewed by the supervisor and the clinician assigned to the case during regularly scheduled supervision. Record Keeping Reviews are conducted by the Medical Records Specialists.

   c. The case is reviewed tracing the entire case from admission through current care and including termination if applicable, or for cases that have been open for multiple years, minimally the past year of services is reviewed.

   d. Findings from the review are used to assess the current competency and training needs of the individual clinician.

   e. Aggregated data is reported to Consumer Care Committee on a quarterly basis. The Committee analyzes this data for trends and identifies needs for system modifications or other interventions.

2. Physician Peer Reviews:

   a. A sample of one open case per physician is reviewed monthly by a physician peer.

   b. Individual data collected through this process is reported to the physician who was reviewed. This data is used to provide feedback to the prescriber.

   c. Aggregated data is reported to Consumer Care Committee on a quarterly basis. The Committee analyzes this data for trends and identifies needs for system modifications or other interventions.

3. Claims Reviews:

Regional Review Processes:

a. The regional authority will identify claims for auditing on a semi-annual basis utilizing the regional sampling methodology.

b. Designated MCN staff shall participate with the regional authority auditing.

c. Deficiencies are reported to clinical and billing supervisors for follow up as needed.

d. Results are reported to the Compliance Committee, QAPIP Steering Committee and Board at least annually.

Internal Review Processes:

a. A sample of cases is pulled periodically using the regional authority's sampling processes.

b. Designated staff participate in auditing these samples of claims.

c. Deficiencies are reported to the appropriate staff for follow up as needed.

d. Results are reported to the Compliance Committee, QAPIP Steering committee and Board at least annually.

Daily Operations:

The agency utilizes a number of internal controls and electronic health record (EHR) validations and to ensure the verification of clean and appropriate claims and encounters prior to submission to regional and state entities.

These include:

a. Validations on encounter and claim dates, times, service codes, programs, service units, service documentation, and billing diagnoses.

b. Validations to protect against overlapping or duplicate services.

c. Validations to assure services billed are authorized in the plan of service.

d. Automated verification of eligibility/coverage.

e. Processes for assuring coding is kept current with State requirements.

f. Provision of new and ongoing staff & contractor training on documentation and coding.

g. Use of various reports in the EHR to track billing and service errors.

h. Use of various reports after claim/encounter.