

**KALAMAZOO COMMUNITY MENTAL HEALTH
AND SUBSTANCE ABUSE SERVICES**

ADMINISTRATIVE POLICY & PROCEDURE 02.04

Subject: Provider Contract Compliance		Section: Provider Network Management	
Applies To: <input checked="" type="checkbox"/> KCMHSAS Staff <input checked="" type="checkbox"/> KCMHSAS Contract Providers		Page: 1 of 6	
Approved:  ----- (Jeff Patton, Chief Executive Officer)			
Revised: 05/04/2015	Supersedes: 01/01/2014	First Effective: 09/11/2006	

PURPOSE

To outline the expectations for compliance by providers with the Provider Agreement/Contract for the delivery of supports and services.

DEFINITIONS

Agreement/Contract

A signed document that obligates the parties to a particular course of action. Generally speaking, a contract identifies the parties, effective dates and what is agreed to (i.e., services, terms/conditions and may include a rate). Referred to hereinafter as "Contract".

Sanctions

Penalties triggered when a provider fails to meet specified performance standards or other conditions of the contract. Sanctions include a range of options of varying in severity depending on the seriousness, frequency and/or nature of the contract violation.

POLICY

- I. It shall be the policy of Kalamazoo Community Mental Health and Substance Abuse Services (KCMHSAS) to:
 - A. Promote the understanding of compliance with the provider contract.
 - B. Actively monitor network providers to ensure compliance with the terms of the provider contract.

- C. Take firm and expedient action in the event of non-compliance. The actions taken may range from assisting the provider with compliance improvement projects to cancellation of the provider's contract depending on the severity and persistence of the non-compliance.

STANDARDS

I. COMMUNICATION TO PROVIDERS ON REQUIREMENTS & EXPECTATIONS

KCMHSAS will utilize a variety of means to assist providers in understanding the contract requirements. These include:

- A. Information contained on the KCMHSAS portal.
- B. KCMHSAS providers must have internet access for up-dates on policy, procedure, exhibits, etc.
- C. The provider may request a hard copy of a document through the provider network manager/coordinator assigned to manage their contract.
- D. Provider Network Manager/Coordinators who manage the provider's contract can be contacted for assistance.
- E. Request for Proposal (RFP).
- F. Informal and formal consultations.
- G. Orientation and training activities.
- H. Self-monitoring and documentation tools, etc.
- I. Monitoring reviews (refer to KCMHSAS policy 02.08 [Provider Network Monitoring]).
- J. Information mailings and meetings.

Through these formal and informal means, it is expected that non-compliance will be minimal. KCMHSAS staff shall be required to document pertinent conversations/interactions with providers in regards to any contract compliance issue. It is the responsibility of the provider to know and understand the terms of the provider contract and comply accordingly.

II. COMMUNICATION FROM PROVIDERS ON NEGATIVE ACTION

- A. It is the responsibility of the provider to communicate negative actions (as described in section II.B below) and provide written notification to the responsible party within the KCMHSAS provider network as indicated in the contract between the provider and KCMHSAS.

NOTE

Additional reporting may be required and specified in KCMHSAS policies related to the specific event.

- B. Actions requiring immediate (within 10 business days) notification include, but are not limited to:
1. Loss of accreditation.
 2. Loss of insurance.
 3. Unfavorable financial audit.
 4. Successful litigation claim against the Provider member.
 5. Loss of substance abuse license.
 6. Loss or change in Adult Foster Care or Child Placing Licensing.
 7. Reports of substantiated violations of State or Federal rules or regulations (i.e., Special Investigation Reports with substantial rule violations conducted by DHS Bureau of Children and Adult Licensing).
 8. Any claim, allegation, financial loss or change in credentialing that can negatively impact the provider.
 9. Sentinel Events (as defined by policy 03.06 [Incident, Event and Death Reporting]) must be reported as soon as possible and no later 24 hours after occurrence.

III. PROVIDER MONITORING

- A. KCMHSAS will monitor the compliance of providers as outlined in policy 02.08 (Provider Network Monitoring).
- B. Provider monitoring activities that lead to the development of summary performance reports will be used for consideration and decision-making.
- C. Unsatisfactory performance, lack of response, failure to submit plan of correction within required timeframe and/or discovery of significant risks (i.e., health hazard, injury, loss, exposure) may result in the application of a sanction.

IV. PROVIDER SANCTIONS

- A. As it is in the best interest of KCMHSAS and the persons served by KCMHSAS, the focus of provider sanctions (compliance activities) will be on continuous improvement, as applicable. KCMHSAS will strive to work, whenever possible,

with a provider who has been found to be out of compliance with the provider contract.

- B. Providers will be sanctioned based on the severity and frequency of the contractual violation(s).
- C. Under usual circumstances (a non-emergent situation where health and safety is not at risk), sanctions will require providers to satisfactorily remediate/correct violations noted, per a time frame determined by KCMHSAS.
- D. Under emergent situations where health and safety is a concern, the provider will immediately remediate/correct violations noted by KCMHSAS.
- E. Typically, sanctions will begin at Level 1 and be progressive in nature. However, a sanction can begin at any level depending on the severity and frequency of the violation.
- F. The status of the progress toward remediation of the issue(s) for which the sanction was applied will have ongoing monitoring to ensure prompt resolution.
- G. The following table outlines some examples of contract violations, sanctions and KCMHSAS actions.

Level	Sanction	Description & Action
1	<ul style="list-style-type: none"> ▪ Notice of contractual violation ▪ Plan of Correction 	<p>Violation Description: For contractual violations (first, second, and/or persistent offenses). Contract violations include but are not limited to: quality of care, documentation requirements, fiscal or legal obligations, compliance with contract performance indicators, etc.</p> <p>KCMHSAS Action:</p> <ol style="list-style-type: none"> 1) A level-1 sanction notice will be sent to the provider, describing the contractual violation, and (if applicable) notifying the provider of the required information and/or plan of correction and time frame for its receipt. 2) Additional monitoring for oversight during the course of the sanction. 3) The sanction and status action may be reflected on Year-End Provider Report Card.
2	<ul style="list-style-type: none"> ▪ Plan of Correction and one or more of the following: ▪ Referral moratorium ▪ Withholding of funds, ▪ Probation 	<p>Violation Description: For a contract violation that is serious enough to warrant more than a level 1 sanction. Examples include but are not limited to: 1) Recipient Rights violation of abuse or neglect (Class I or II), 2) Sentinel Event where provider was found to be negligent, 3) Serious safety violations that resulted in the person(s) served being put at significant risk, 4) Licensing violations that jeopardize the status of the license, 5) Healthcare fraud, and/or abuse.</p> <p>Or For a repeat contract violation due to a failure to correct or remediate a previous issue.</p> <p>Or For a period of time while an investigation of a serious incident is ongoing, even in advance of any substantiated contract violation.</p> <p>KCMHSAS Action:</p>

Level	Sanction	Description & Action
		1) A level-2 sanction notice will be sent to the provider, describing the contractual violation, notifying the provider of the type of sanction that has been executed, any required information or plan of correction, and any relevant time frames. 2) The provider will be placed on additional monitoring for oversight during the course of the sanction. 3) KCMHSAS Chief Executive Officer will be notified.
3	<ul style="list-style-type: none"> ▪ Contract Termination 	Violation Description: For a contract violation that is serious enough to warrant more than a level 2 sanction. Examples include but are not limited to: 1) negligence severe enough to result in the death of a person receiving services, 2) loss of a license, accreditation or other necessary credentials to perform the expected contracted service, 3) misrepresentation of vital information (i.e., credentials), 4) Centers for Medicare and Medicaid Services (CMS) - imposed administrative or regulatory sanctions, 5) instances where repeated contractual violations are observed with ineffective or unacceptable provider corrections.

V. COMMUNICATION TO PROVIDERS ON SANCTIONS

- A. For all Level 1 and 2 sanctions, KCMHSAS will send the provider a notice outlining the areas of non-compliance within 20 business days of discovery of the provider's failure to comply with the terms of the provider contract. The correspondence will outline:
1. The area(s) of non-compliance.
 2. Level and type of sanction.
 3. The expected remedy/improvement.
 4. Any additional monitoring of the provider.
 5. The date by which remedy is expected to occur.
 6. The due date of a response by the provider.
 7. Contact person at KCMHSAS to direct questions to and send response.
- B. All Level 2 or 3 sanctions will be:
1. Sent to the provider through certified mail with a return receipt requested.
 2. Copied to the KCMHSAS Chief Executive Officer (CEO).
- C. If a provider does not achieve a required correction/improvement by the established deadline, KCMHSAS will notify the provider through certified mail. The compliance letter will include:
1. The information noted above in V.A above.
 2. Any additional sanctions imposed with newly-defined timeframes.
 3. The statement "the consequences for continued non-compliance may include termination of the contract".

VI. COMMUNICATION FROM PROVIDERS ON SANCTIONS

The provider is expected to respond to all Level 1 and 2 notices of non-compliance within stated timelines using the Plan of Correction (exhibit E) or as otherwise stated by KCMHSAS. Other expectations may be outlined in the communication from

KCMHSAS.

PROCEDURE

I. COMMUNICATION TO PROVIDERS ON REQUIREMENTS & EXPECTATIONS

KCMHSAS will utilize a variety of means to help service providers understand the contract requirements.

II. PROVIDER SANCTIONS

(refer to exhibit E)

III. PROVIDER GRIEVANCE AND APPEAL

A provider may file an appeal of a sanction by using the provider grievance and appeal process (refer to policy 02.02 [Provider Grievance and Appeals – non-clinical]).

REFERENCES

- MDHHS/CMHSP Managed Specialty Supports and Services Contract Section 6.4.1 Provider Contracts
- Southwest Michigan Behavioral Health
 - 2.7 (Provider Communication)
 - 2.9 (Participating Provider Precautionary Suspension)

EXHIBITS

- A. Provider Sanctions, Actions, Communications & Authority
- B. Form Letter for Sanction Level 1
- C. Form Letter for Sanction Level 2
- D. Form Letter for Sanction Level 3
- E. Plan of Correction
- F. Form Letter for Ancillary Service Issues

KALAMAZOO COMMUNITY MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES
PROVIDER SANCTIONS, ACTIONS, COMMUNICATION & AUTHORITY

Level	Sanction	Description	Communication	Other KCMHSAS Actions	Authority
1.	<ul style="list-style-type: none"> • Notice of contractual violation • Plan of Correction 	<p>For contractual violations (first, second and/or persistent offenses). Contract violations may be related to the quality of care, documentation requirements, fiscal or legal obligations, etc.</p>	<ul style="list-style-type: none"> • Level 1 sanction correspondence generated by Provider Network support staff and sent to provider using prescribed form (Exhibit B). • Copy to population Deputy Director and reported at PNWG. • An electronic copy saved on the share drive under S:\Provider Monitoring (year)\(agency name) • Submitted plan of corrections are reviewed and approved by population Deputy Director or designee and reported to PNWG until issue(s) are resolved. 	<ul style="list-style-type: none"> • The level-1 sanction notice to include the contractual violation, and (if applicable) notifying the provider of the required information and/or plan of correction and time frame for its receipt. • The provider will be placed on KCMHSAS Provider Monitoring Log for PNWG additional oversight • Unsatisfactory response within timelines will generate next level sanction. • The sanction and status action will be reflected on Year-End Provider Report Card 	<ul style="list-style-type: none"> • Chief Executive Officer • Chief Operating Officer • Deputy Director • In some situations, PNWG may also designate authority to the Director of Quality Management and Contract Services, or Regional Coordinator for Risk Management
2.	<ul style="list-style-type: none"> • Plan of Correction and one or more of the following: <ul style="list-style-type: none"> - Referral moratorium, - Withholding of funds - Probation 	<p>For a contract violation that is serious enough to warrant more than a level 1 sanction. Examples may include:</p> <ol style="list-style-type: none"> 1) Recipient Rights violation of abuse or neglect (Class I or II) 2) Sentinel Event where provider was found to be negligent 3) Serious safety violations that resulted in the person(s) served being put at significant risk 4) Licensing violations that jeopardize the status of the license 	<ul style="list-style-type: none"> • Level 2 sanction correspondence generated by Provider Network support staff and sent to provider using prescribed form (Exhibit C) and by certified mail with return receipt requested. • Copy to Chief Executive Officer and PNWG. • An electronic copy saved on the share drive under S:\Provider Monitoring (year)\(agency name) 	<ul style="list-style-type: none"> • The level-2 sanction notice to include the contractual violation, notifying the provider of the type of sanction that has been executed, any required information or plan of correction, and any relevant time frames. • Provider will be placed on KCMHSAS Provider Monitoring Log for PNWG oversight until issue(s) are addressed to the satisfaction of PNWG. 	<ul style="list-style-type: none"> • Chief Executive Officer • Chief Operating Officer • Deputy Director

KALAMAZOO COMMUNITY MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES
PROVIDER SANCTIONS, ACTIONS, COMMUNICATION & AUTHORITY

Level	Sanction	Description	Communication	Other KCMHSAS Actions	Authority
		5) Healthcare waste, fraud, and/or abuse	<ul style="list-style-type: none"> Submitted plan of corrections are reviewed and approved by PNWG. Status reports to PNWG until issue(s) are resolved. 	<ul style="list-style-type: none"> Unsatisfactory response within timelines may generate additional sanctions under level 2 or level 3 sanction. Chief Executive Officer will be notified of unsatisfactory response. The sanction and status action will be reflected on Year-End Provider Report Card 	
		<p>Or</p> <p>For a repeat contract violation due to a failure to correct or remediate a previous issue.</p> <p>Or</p> <p>For a period of time, while an investigation of a serious incident is ongoing, even in advance of any substantiated contract violation.</p>			
3.	<ul style="list-style-type: none"> Contract Termination 	<p>For a contract violation that is serious enough to warrant more than a level 2 sanction. Examples may include:</p> <ol style="list-style-type: none"> Negligence severe enough to result in the death of a person receiving services Loss of a license, accreditation or other necessary credentials to perform the expected contracted service Misrepresentation of vital information (e.g. credentials) CMS-imposed administrative or regulatory sanctions Instances where repeated contractual violations are observed with ineffective or unacceptable provider corrections 	<ul style="list-style-type: none"> Level 3 sanction correspondence generated by Provider Network support staff and sent to provider using prescribed form (Exhibit D) and by certified mail with return receipt requested. Copy to Chief Executive Officer and PNWG. An electronic copy saved on the share drive under S:\Provider Monitoring (year)\(agency name) 	<ul style="list-style-type: none"> A level-3 sanction notice will be sent to the provider, describing the contractual violation and notifying the provider of intent to terminate. Reflected on Year-End Provider Report Card 	<ul style="list-style-type: none"> Chief Executive Officer Chief Operating Officer

Date

Provider
Address

Dear XXX:

This letter is to notify you of a violation of your contract with KCMHSAS, as per KCMHSAS Policy 02.04 (Provider Contract Compliance). This letter informs you of a Level 1 sanction due to one or more of the following:

Level 1 Sanction

- | | |
|-----------------------------------------------------------------------|-----------------------------------------|
| <input type="checkbox"/> Contract violation or area of non-compliance | <input type="checkbox"/> Due Date _____ |
| <input type="checkbox"/> Failure to provide requested information. | <input type="checkbox"/> Due Date _____ |
| <input type="checkbox"/> Unacceptable Plan of Correction | <input type="checkbox"/> Due Date _____ |
| <input type="checkbox"/> Other: <u>(list-insert explanation)</u> | <input type="checkbox"/> Due Date _____ |

Your prompt attention to the contract violation is appreciated. Please provide the specified information by the due date noted. If you are having difficulty complying with a Request for Information or a Plan of Correction, please feel free to contact us, as we are available for consultation.

Sanctions can be removed once requirements for compliance have been met. However, a Provider may still receive additional monitoring.

Providers have the right to appeal as per KCMHSAS Policy 02.02 (Provider Grievance and Appeals), which is located at <http://www.kazooocmh.org>. Correspondence and questions can be addressed to my attention.

Sincerely,

Provider Relations
Provider Network Workgroup

Cc: PNWG

Date

Provider
Address

Dear XXX:

This letter is to notify you of a violation of your service contract with KCMHSAS, as per the KCMHSAS Policy 02.04 (Provider Contract Compliance). This letter informs you of a Level 2 sanction. A Level 2 sanction is serious, and KCMHSAS is willing to provide consultation and technical assistance to assist Providers in reaching compliance.

Contract Violation

- Service (*please list*) _____
- Recipient Rights- Abuse and/or Neglect
- Sentinel Event – provider found to be negligent
- Serious safety violations – consumers put at significant risk
- Licensing violation jeopardizing status of license
- Healthcare waste, fraud, and/or abuse
- Repeat contract violation with failure to correct or remedy a previous issue
- On-going Investigation of serious incident in advance of substantiated violation
- Other _____

Level 2 Sanction Applied

- Program/Service (*list*) _____
- Whole Organization
- Effective Date: XXXXX
- Referral Moratorium
- Withholding of funds
- Probationary Status
- Plan of Correction/Information (*Please use attached form*) Due Date 00/00/00

- If requested, please provide the specified information by the due date noted.
- Your prompt attention to the violation(s) is appreciated. Sanctions can be removed once requirements for compliance have been met. However, a Provider may still receive additional monitoring.
- The consequences for continued non-compliance may include termination of this contract.
- Providers have the right to appeal as per KCMHSAS Policy 02.02 (Provider Grievance and Appeals), which is located at <http://www.kazoocmh.org>. Correspondence and questions can be addressed to my attention.

Sincerely,

XXXXXXXXXX
KCMHSAS Deputy Director of XXXX

Cc: PNWG
Jeff Patton
IS Department

Date

Provider
Address

Dear XXX:

Please consider this letter the official **30 day or 60 day (confirm with contract)** notice required for termination of your contract with KCMHSAS, as referenced in section **XXX** of your contract. This will make your official termination date **XXXX**.

The contract violations which are resulting in contract termination, as per KCMHSAS / PIHP Policy 02.04 (Provider Contract Compliance) are as follows:

- Negligence severe enough to result in the death of a person receiving services.
- Loss of license, accreditation or other necessary credentials to perform the contracted service.
- Misrepresentation of vital information (e.g., credentials)
- Centers for Medicaid/Medicare Services imposed administrative or regulatory sanctions.
- Instances of repeated contractual violations with ineffective or unacceptable provider corrections.
- Other

KCMHSAS will work with you to transition persons receiving services to another service provider, and will take into account the following factors: minimal disruption to the continuity of service, and the operations of the provider and KCMHSAS.

During this transfer period, KCMHSAS will reimburse you in accordance with the provisions of the contract. Following this contract termination, you will be expected to maintain all KCMHSAS person served records in accordance with specifications outlined within the KCMHSAS policy on retention of records.

On behalf of KCMHSAS we thank you for your services. (optional sentence)

Sincerely,

Jeff Patton
Chief Executive Officer

Cc: PNWG
Contract File
IS Department

PLAN OF CORRECTION

Agency/Program: _____ Date: _____

Contract or Regulation Reference #	Citation/Recommendation	Action Taken or To Be Taken by Agency/Provider	Date to be Completed