

24. CMH/Provider Contract Development re: Regarding Rights (with providers)
Memo re: Practice Guide 10-24-05 (agreement between ORRs)
Coordination of Rights Protection 8-25-05 (agreement between ORRs)

Attachment C

PROVIDER OBLIGATIONS TO RECIPIENT RIGHTS PROTECTION

The responsibilities of Provider in relationship to the rights of recipients served under the authority granted by this Agreement include the following:

1. **Duty to Protect** Provider shall protect recipients from rights violations in compliance with the Michigan Mental Health Code and other federal and state laws, rules, regulations, policies, and procedures applicable to services delivered by the Provider.
2. **Jurisdiction** Provider accepts the jurisdiction of Payor's Office of Recipient Rights over the rights protection system for all recipients receiving mental health services under the terms of this Agreement. Jurisdiction by another CMHSP's Office of Recipient Rights or by another individual or entity may only be accepted upon prior written approval by Payor's Recipient Rights Officer.
3. **Unimpeded Access** Provider shall grant staff of Payor's Office of Recipient Rights unrestricted access to Provider's premises, employees, records, and recipients rendered services under this Agreement in order for Payor's Office of Recipient Rights to conduct its investigation or monitoring functions.
4. **Postings and Notification of Rights**
 - a. Provider shall post Payor's "Know Your Rights" poster in a location conspicuous to recipients and visitors at each service site operated by the provider. Provider may only use another posting upon prior approval from Payor's Office of Recipient Rights, which posting must specify the name, address, and telephone number of Payor's Recipient Rights Officer.
 - b. Provider shall ensure that the MDCH publication "Your Rights," labeled with the address and telephone number of Payor's Office of Recipient Rights, is made publicly available at each site operated by Provider, and that Recipient Rights complaint forms are available to any person upon request.
 - c. Provider shall additionally orally explain the rights specific to the services rendered by Provider in an manner understandable to all recipients, family members, and legal representatives, both at the time services are initiated and no less than annually.
5. **Training**
 - a. Provider shall assure and maintain documentation that Provider and all of the Provider's employees receive training in recipient rights protection before or within 30 days after being employed and annually thereafter.

- b. Provider shall assure that all rights trainings to Provider's employees are received directly from Payor's Office of Recipient Rights, except with prior approval from Payor's Recipient Rights Office. If Provider elects to use another rights training curriculum and other qualified trainers, Provider agrees to submit the proposed curriculum and the qualifications of the proposed trainer(s) to Payor's Office of Recipient Rights for review and approval prior to implementation.

6. Duty to Report Recipient Rights Violations

- a. Provider shall promptly report to Payor's Office of Recipient Rights all apparent or suspected rights violations known by Provider or by any of its agents. Provider shall assure that all apparent or suspected incidents involving the abuse, neglect, death, serious injury, or unexplained injury of a recipient are immediately reported (in person, by phone, by voice mail message, or by e-mail) to Payor's Office of Recipient Rights. Provider shall subsequently also submit a written report of the incident directly to Payor's Office of Recipient Rights within 24 hours of the time Provider learned of the incident.
- b. Provider shall immediately forward to the Payor's Office of Recipient Rights any and all recipient rights complaints received by Provider. Provider shall assist recipients or another person acting on the recipient's behalf in filing a complaint or participating in a rights investigation without retaliation or harassment to the recipient or any other person.

7. Duty to Report Criminal Abuse

Upon reasonable cause to suspect the criminal abuse or neglect of a recipient by any person, Provider shall make an immediate report to law enforcement agency and, if applicable, to the appropriate licensing agency.

8. Remedial Action

- a. Provider shall implement and submit proof of appropriate remedial action resulting from Recipient Rights investigation and appeal processes in consideration of the recommendations of Payor's Office of Recipient Rights.
- b. Provider agrees to implement and submit proof of corrective action of deficiencies in Recipient Rights protection identified during monitoring or other prevention activities conducted by Payor's Office of Recipient Rights.
- c. Payor reserves the right to implement sanctions within the terms of this Agreement for failure to appropriately remedy rights violations or correct deficiencies in rights protection.

9. Policies and Procedures - Election of Source

Provider is bound by this Agreement to ONE of the following:

_____ Provider elects and agrees to comply with all _____ CMH Policies and Procedures applicable to the Rights of Recipients. These shall be made available to the Provider in a "Provider Manual," copies of which the Provider agrees to maintain at each service site operated by the Provider in a location available to all employees.

OR

_____ Subject to prior approval from Payor's Office of Recipient Rights, Provider elects and agrees to comply with its own Recipient Rights policies and procedures or those of another CMHSP, which the Provider agrees to maintain at each service site operated by the Provider in a location available to all employees. At a minimum, Provider agrees to submit all policies and procedures required by the Michigan Mental Health Code, MCL 330.1752, and the additional policies and procedures as follows:

- i. Recipient Rights complaint and appeal processes
- ii. Informed consent to treatment and services
- iii. Family Planning
- iv. Fingerprinting, photographing, audiotaping, 1-way glass
- v. Abuse and neglect
- vi. Confidentiality and disclosure
- vii. Treatment by spiritual means
- viii. Qualifications and training for recipient rights staff
- ix. Change in type of treatment
- x. Medication procedures
- xi. Use of psychotropic drugs
- xii. Use of restraint
- xiii. Right to be treated with dignity and respect
- xiv. Least restrictive setting
- xv. Services suited to condition
- xvi. Right to entertainment material, information and news
- xvii. Comprehensive examinations
- xviii. Property and funds
- xix. Freedom of movement
- xx. Resident labor
- xxi. Communication and visits
- xxii. Use of seclusion
- xxiii. Individual Plan of Service
- xxiv. Person Centered Planning
- xxv. Grievance and Appeals