

PROVIDER OBLIGATIONS TO RECIPIENT RIGHTS PROTECTION
(LICENSED PSYCHIATRIC HOSPITAL/UNIT)

The responsibilities of the Provider in relationship to the Rights of the Recipients served under the authority granted by this contract include the following:

1. The Provider agrees that recipients under contract will be protected from recipient rights violations while receiving inpatient or partial hospitalization services, in compliance with Chapter 7 and 7a of the Mental Health Code and with other Federal and State laws and regulations applicable to its services.
2. The Provider agrees to annually provide copies of their Recipient Rights policies and procedures for review by the Payor's Recipient Rights Officer. At a minimum, the Provider agrees to submit all policies and procedures required by the Michigan Mental Health Code, MCLA 330.1752 and the additional policies listed below as follows:
 - a. Recipient Rights complaint and appeal processes.
 - b. Informed consent to treatment and services.
 - c. Family Planning.
 - d. Fingerprinting, photographing, audio taping, one-way glass.
 - e. Abuse and neglect.
 - f. Confidentiality and disclosure.
 - g. Treatment by spiritual means.
 - h. Qualifications and training for recipient rights staff.
 - i. Change in type of treatment.
 - j. Medication procedures.
 - k. Use of psychotropic drugs.
 - l. Use of restraint.
 - m. Right to be treated with dignity and respect.
 - n. Least restrictive setting.
 - o. Services suited to condition.
 - p. Right to entertainment material, information, and news.
 - q. Comprehensive examinations.
 - r. Property and funds.
 - s. Freedom of movement.
 - t. Resident labor.
 - u. Communication and visits.
 - v. Use of seclusion.
 - w. Individual Plan of Service.
 - x. Person-Centered Planning.
 - y. Grievance and Appeal.

3. The Provider agrees that all of its employees will receive training in Recipient Rights protection within 30 days of hire and periodically thereafter if requested by the Payor's Recipient Rights Officer, but minimally upon substantive revisions to Federal and/or State law, rules, or regulations.
4. The Provider will monitor the safety and welfare of recipients while they are under its service supervision pursuant to the contract and provide immediate comfort and protection to and assure immediate medical treatment for a recipient who has suffered physical injury.
5. The Provider agrees that its Recipient Rights Advisor and Alternate will receive the education, training, and experience necessary to fulfill its responsibilities and have successfully completed the following DCH training within ninety (90) days of hire: Basic Skills I and II Curricula and Developing Effective Rights Training.
6. The Provider agrees to immediately notify the Payor's Office of Recipient Rights of all incidents of apparent or suspected abuse, neglect, serious injury, or death of a recipient while receiving services. The Provider agrees to comply with reporting requirements in regard to death, serious injury, suspected abuse or neglect, and all other alleged rights violations concerning a recipient while they are under the contractor's service supervision, as well as legally mandated reporting to CIS Licensing, Protective Services (Adults & Children), law enforcement, and other public agencies as applicable.
7. The Provider agrees to furnish to the Payor's Office of Recipient Rights, immediately upon receipt, copies of any and all recipient rights complaints or any allegation of suspected or apparent recipient rights violation and subsequently, upon completion, copies of all acknowledgement letters, Investigative Reports, Intervention Letters, Summary Reports, including documentation of remedial action or other corrective action taken in response to complaints. The Provider agrees to the jurisdiction for all Appeals of Recipient Rights complaints made by or on behalf of recipients served by the Payor by the Payor's Recipient Rights Advisory Committee and agrees to comply with any recommendations resulting from appeals. The Provider agrees to forward, upon receipt, any and all appeal requests to the Payor's Office of Recipient Rights.
8. The Provider agrees to provide the Payor's Office of Recipient Rights unimpeded access to the Provider's premises, staff, records, and recipients of services under contract. The Payor acknowledges that the Provider's Recipient Rights Office will maintain immediate jurisdiction over the recipient rights protection system for recipients receiving inpatient or partial hospitalization services, but that the Payor's Office of Recipient Rights will retain final jurisdiction for monitoring and coordinating rights protection. The Provider acknowledges that this may be accomplished through coordination with another CMHSP's Recipient Rights Office. The Provider agrees to implement corrective action in a timely manner for any and all deficiencies found as a result of monitoring activities conducted by the Payor or by another CMHSP Office of Recipient Rights.

9. The Provider will implement appropriate remedial action in consideration of the recommendations of either the Provider or Payor's Office of Recipient Rights resulting from Recipient Rights investigation and appeal processes, whether allegations are substantiated or not substantiated. The Provider also agrees to implement corrective actions resulting from monitoring or other prevention activities as recommended by the Payor's Office of Recipient Rights. The Provider understands that the Payor reserves the right to take contract action for failure to remedy violations or correct deficiencies appropriately.
10. To maintain the confidentiality of information regarding recipients in compliance with Sections 748 and 750 of the MHC.
11. The Provider agrees to assure that appropriate action is taken to ensure protection for complainants and Recipient Rights staff if evidence of harassment or retaliation occurs regarding an alleged recipient rights violation or recipient rights complaint.

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