

Effingham County Mental Health 708 Board

Requirements and Guidelines For Funding

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INTRODUCTION

The Community Mental Health Act [Ill. Rev., Ch. 91-1/2m, pars. 300.1 et seq.] (the Act) provides that a Community Mental Health Board, named as the 708 board, will plan, fund, coordinate, and evaluate public services and facilities for the treatment of persons with mental illness, developmental disabilities, and substance abuse problems in its geographic area. The Effingham County Mental Health 708 Board (the Board) makes rules and regulations to administer services that it funds consistent with the provisions of the Act.

The Board is committed to being a responsible trustee of Effingham County's mental health tax. The Board believes that purchasing individual client services best meets its commitment to assure quality services at reasonable costs.

This document sets forth the service, financial and administrative accountability requirements of the Board. Furthermore, these requirements and guidelines explain the criteria by which the Board monitors and evaluates compliance with the Board's service, fiscal and administrative requirements.

I. MISSION STATEMENT

The mission of the Effingham County Mental Health 708 Board is to disburse funds for the prevention and treatment of mental, emotional, developmental and substance abuse disorders for the citizens of Effingham County through its network of professional service providers.

II. Service Area of the Board

- A. The service area of the Board, in accordance with the Act, shall be Effingham County, Illinois.
- B. Services which are purchased by the Board with Effingham County tax funds, in accordance with the Act, will be for Effingham County residents.

III. Eligibility Requirements for Board Funding

A. General

Any individual or organization which meets the following criteria is eligible to receive Board funds:

1. An individual will be professionally certified or licensed by the appropriate state or national board or organization.

2. An organization may be public or private, not-for-profit or for profit, or a governmental unit.
3. An organization will demonstrate that it has professional staff with the required academic certification/licensure, and appropriate experience.
4. An organization or an individual will prove the capability of appropriate service, fiscal, and administrative accountability.

B. Funding

This Board's funding will not supplement, other funding sources, such as Medicaid/Medicare. If another source of funding can support a service, the Board expects those funds to be used for that service.

C. Service Recipients

Service recipients will be Effingham County residents.

IV. Funding Practices and Methods

A. General

1. Planning

- a) The 708 Board will review the one and three year plans, which establishes the priorities for the current fiscal year.
- b) The distribution of such funds will follow the Board guidelines and any additional requirements according to the funding source and as funding continues to be available.

2. Type of Contracts

a) Grant Contracts:

Any eligible organization or person may petition the Board for a Grant Contract to supply services to the Board. The Grant Contract funding method is used primarily when a Purchase of Service (POS) contract is deemed unsuitable.

b) Purchase of Service (POS) Contracts:

The Purchase of Service Contract will generally be awarded using a Request for Proposal (RFP) approach in which an eligible individual or organization may respond to the RFP and/or petition the Board for a Purchase of Service Contract to supply services identified in the Board's mission statement

3. Awarding of Contracts

This section describes the most common ways the Board awards contracts. The Board contracts for a maximum of one year.

a) Request for Proposal (RFP):

The Board may award funds through a request for proposal application process in which providers of service are invited to submit proposals according to appropriate specifications. These specifications in many instances require that individuals or organizations meet qualifications set forth in state, federal, or county statutes and their respective rules and regulations. When such legal requirements exist, an individual or organization will demonstrate the capability to meet these in order to be eligible to respond.

b) Petitioning the Board:

Any service provider may petition the Board for funding. The individual or organization interested in obtaining funds will submit a completed application of the funding purpose and the amount of funding desired. The Board will review the request and how the request relates to the Board's priorities and fund availability. The individual or organization may, if required, make a presentation to the Board.

4. Contract Development

a) General

After the Effingham County Mental Health 708 Board has approved a budget, the contracting process begins. The two-step contracting process involves completion of these four forms: the Service Delivery Projections, the Request for Proposals Application, the Contract, and the Purchasing of Service Voucher. The finished contract is the legal document governing the relationship between the Effingham County Mental Health 708 Board and a provider of service.

(1) Step 1: Completion of Forms

The Effingham County Mental Health 708 Board will issue a Service Delivery Projections form, and a Request for Proposal Application. These documents become part of the contract with the provider. These forms will be completed and returned to the Board within 15 working days of receipt or the offer of a contract may be considered null and void.

i) Service Delivery Projections:

This form delineates key aspects of service delivery and projection of payments. It contains basic identifying information, the unit of service definition, and the unit rate. Additionally, an individual or organization uses the form to project the number of clients to be served, the number of service units which will be delivered in a given month, and the amount of Board funds and other funds which will support these services.

ii) Request for Proposal Application

This form defines key characteristics regarding the services being purchased by the Effingham County Mental Health 708 Board. It provides funding statistics, program description, service characteristics, documentation requirements and monitoring specifications.

(2) Step 2: Contract/Subcontract

When all appropriate forms have been completed, approved, and signed by both the eligible organization and the Effingham County Mental Health 708 Board, the Board issues a contract to be signed by the provider's authorized agent and the Board's authorized agent. The provider will return the signed contract within 10 working days of receipt.

(3) Timelines

The contracting process will be completed prior to October 1 to ensure tax levy funds have been distributed to the 708 Board account. The Board will not be obligated for payments for services to an organization without a signed contract.

B. Payment Methods and Practices

1. General

- a) The Effingham County Mental Health 708 Board will pay for services or disburse grant funds according to its *Requirements and Guidelines for Funding* and the relevant provision of individual contracts. Payment will be for the approved contractual services to the approved individuals defined in the contract, and total payment will not exceed the maximum amount stated in the contract. The Board is not obligated and will not make any payments for services that exceed the stated contractual amounts or are not part of the defined services of an individual contract.
- b) Although the Board's preferred method of payment is purchase of service, funds may also be disbursed through a grant. Payment method and practices will vary depending upon the funding method and the funding purpose. Whatever payment method is used, the objectives are to assure the following:
 - (1) Board funds support the approved services to the approved individuals.
 - (2) Board funds do not supplement other funds, such as Medicaid/Medicare or other state or federal funds.
 - (3) The Board's level of payment is reasonable and cost efficient.
- c) An individual or organization under contract must submit a voucher for payment on a quarterly basis. In most instances, payment will be provided within 30 working days of receipt of an appropriate, accurate voucher and funding availability.

- d) An individual or organization must voucher for any or all services within 30 calendar days of the contract period's end. The Effingham County Mental Health 708 Board will not be liable under any contract to pay for such services and will not pay for services for which a voucher has not been submitted within 30 days of the contract's period end.

2. Purchase of Service (POS)

- a) The Board will provide payment at a defined unit rate for services after they have been delivered. These payments will follow the payment plan detailed on the Service Delivery Projections Contract Form.
- b) The Effingham County Mental Health 708 Board will determine a unit rate for each service based on state Medicaid rates and/or usual and customary fees. The Board may use a different rate based on usual and customary fees, if necessary with available funds.
- c) If an individual or organization fails to deliver the total amount of planned services in one month, the Board permits the unused planned units to be applied to any other month. Therefore, if an individual or organization exceeds planned units one month and falls short in another month, the units will automatically shift from one month to another.

3. Grant

- a) The Board will provide payments on a grant basis according to the plan specified in the contract.
- b) A written progress report related to the contract's performance will be submitted on a quarterly basis. The requirements of the progress report will be specified in the Request for Proposal Application portion of each contract.

V. Accountability Requirements

A. General

1. Financial

- a) The Effingham County Mental Health 708 Board requires that its funds support effective services to eligible individuals in a cost efficient manner, and expects that the cost of services will be reasonable. An individual or organization under contract to the 708 Board agrees to provide any requested financial information or access to any financial record so that the Board may make such determinations.
- b) The Board requires an individual or organization to comply with government required and generally accepted accounting procedures appropriate for the type of organization.

- c) An individual or organization under contract with the Board will record income and expenses by specific cost centers for Board funds. This does not apply to situations where Board awarded funds are serving as a match for other funds, or where the Board has provided an exemption. An individual or organization under contract will provide income and expense reports for these cost centers including detail trial balances of expenses, if requested. This applies to cost centers in which Board funds are commingled with other funding.
- d) Each individual or organization under contract with the Board will submit an annual financial audit within 120 days of the end of their fiscal year. Unless granted an exemption, this audit should identify income and expenses related to this Board's contracts. This requirement includes any management letter which accompanies the audit.
- e) Any not-for-profit organization under contract will supply a copy of the following tax documents when they are filed:
 - (1) Illinois AG990-III,
 - (2) Federal Form 990.
- f) An individual or organization under contract with the Board will serve Effingham County residents regardless of their ability to pay. The individual or organization may use a sliding fee schedule and, at times, may be required to do so. If a sliding fee schedule is being used, the organization will submit a copy for Board approval during the contract development stage and at any time the individual or organization makes changes. Any revenue generated through fees is expected to be used for services in the cost center which the Board is funding, or to cover the expense of delivering the contracted services.

2. Monitoring and Evaluation

- a) An individual or organization under contract with the Board will report services and other contractual activities on a quarterly basis according to a Board approved data collection and reporting system.
- b) An individual or organization under contract with the Board will agree to on-site monitoring by Board staff. This monitoring will be used to determine the degree of compliance with the contract and with the *Requirements and Guidelines for Funding*. Frequency will vary depending on the type of service and the results of previous monitoring visits.
- c) An individual or organization under contract with the Board will provide any financial document, recipient service document, and/or case record necessary to verify contractual service delivery and billing, and

compliance with the contract and the Requirements and Guidelines for Funding.

- d) An individual or organization under contract with the Effingham County Mental Health 708 Board will allow Board staff to monitor fiscal records necessary to insure that expenses allocated to Board funded cost centers are reasonable and allowable.

3. Probation

- a. The Effingham County Mental Health 708 Board may place a provider on probationary status. When a Provider consistently fails to comply with contractual expectations over a period of time or if there has been a single incident of major gravity, the Board may choose to place that provider on probation. Therefore, if designated improvements or corrections are not made by the provider within a specified period of time that shall not exceed 6 months, the Board shall move to terminate the contract.
- b. Probationary status may be imposed under the following circumstances but is not limited to the following circumstances:
 - 1.) The provider fails to make corrections or supply information required or requested as a result of the monitoring process or other accountability requirements.
 - 2.) The provider provides services that deviate from the contract's parameters or fails to follow the contract's requirements.
 - 3.) The provider has acted or is acting in such a fashion as to violate recognized ethics, legal requirements and/or local, state or federal laws.
 - 4.) The provider has failed or is failing to meet local, state and/or federal requirements and/or regulations.
 - 5.) The provider has failed or is failing to provide required and/or requested information within a reasonable amount of time. The Board shall determine what constitutes a "reasonable" amount of time.
 - 6.) The provider has failed or is failing to comply with the Board's Funding Guidelines and/or contractual parameters.
 - 7.) The provider fails to provide financial, programmatic or other documentation/information requested or required by the Board.
 - 8.) Another funding agency or legal authority is investigating the provider.
- c. If probationary status is approved by the Board, staff will notify the Provider's Executive Director (or equivalent) and the Provider's Board president. This notification will include the reasons for the placement of the provider on probationary status, the corrective action(s) that are required and the time frame within which the corrective actions must be completed.

- d. The Board shall be updated on a timely basis on the progress made by the Provider in correcting the deficiency. At the end of the aforementioned timeframe or at any point in time during the probationary period, the Board may make one of the following recommendations or another recommendation that the Board deems appropriate.
 - 1.) Remove the provider from probationary status.
 - 2.) Extend the time frame of the probation.
 - 3.) Suspend payments.
 - 4.) Terminate the contract.

4. Payment Suspension

- a) The Effingham County Mental Health 708 Board may suspend payment(s) to an individual or organization for noncompliance with the Board's contract or with the *Requirements for Guidelines and Funding*. Payments may also be suspended should the individual or organization be investigated for, or found accountable for ethical or legal charges, whether by independent audit, other funding agency, or other authority.
- b) The Board will then consider the suspension at its next regularly scheduled meeting.
- c) Notice of suspension will occur in writing to the individual or organization before payments are suspended. The notice will specify the reason(s) for the suspension, the cost center or contracted service affected, the beginning date and the actions necessary to end the suspension. Payments withheld by the Mental Health 708 Board during the suspension continue to accrue to the account of the individual or organization and will be paid or not paid consistent with the terms of the resolution determined by the Board.
- d) The individual or organization will respond, in writing, to the Board's office address within 10 working days of the date of the Board's notification to suspend payments. The response will include a plan of action to correct the situation leading to the suspension and include a time frame for corrective action.
- e) The individual or organization may address the Board when the suspension is reviewed. The Board will send written notification of its actions.

5. Cancellation of Contract:

The Board reserves the right to terminate an individual's or organization's contract at any time upon 30 day notice.