

## CCBHC-DCO Oversight Checklist Guidance for Year 1

This document is intended for guidance purposes only for CCBHC and DCO contracts for Year 1. For additional details, please refer to the [RI CCBHC Certification Standards](#). As a CCBHC candidate, you are solely responsible for entering into contracts with DCOs. While the State may provide guidance, it is advisable to consult with your own attorneys to ensure legal compliance and protect your agency’s interests.

	CCBHC & DCO Contract
Services	1. Describes each party’s mutual expectations, deliverables, and establishing accountability of services to be provided.
	2. CCBHC assumes responsibility for provision of defined CCBHC services furnished by the DCO and serves as the billing provider.
	3. The purchase of required CCBHC services from DCOs is documented.
	4. Defines scope of services to be provided by the DCO.
	5. Details referral pathways between DCOs and CCBHCs.
	6. Requires that DCO services are trauma-informed, person-centered, recovery-based and culturally appropriate.
	7. Ensures the DCO provides translation, interpretation, auxiliary aids and meaningful access to services for individuals with Limited English Proficiency.
Policies & Procedures	8. Articulates the DCO requirement to serve all individuals referred by the CCBHC, according to the eligibility guidelines established in the CCBHC/DCO agreement and in compliance with all CCBHC quality standards pertaining to access requirements, use of evidence-based practices, care coordination, outcomes, and provision of services regardless of place of residence and ability to pay.
	9. Provides that all consumers receiving services under the agreement are considered consumers of the CCBHC.
	10. Requires the DCO to furnish services consistent with the CCBHC’s applicable clinical and personnel policies, procedures, standards, and protocols, including (a) timeframes for assessment, screening and treatment and (b) serving all consumers regardless of age, race, ethnicity, disability, sexual orientation, gender expression, developmental ability, correctional system involvement, housing status, or ability to pay.
Qualifications	11. Requires the DCO staff is appropriately licensed, certified, registered, and/or credentialed as required by state and federal statute and regulations. The DCO and its staff must satisfy the CCBHC’s professional standards and qualifications, including licensure, credentialing, background checks and privileging, and DCO Requirements listed in addendum 3 of the Certification Standards (Requirements of a Designated Collaborating Organization)
Quality	12. DCO provided services meet the same quality and clinical standards as CCBHC requirements.
Billing and Payment	13. Describes how the CCBHCs policies and procedures related to billing of third parties and consumers will apply to the DCO

	<p>14. Describes how consumer fees and cost-sharing for non-Medicaid beneficiaries will be collected and (if the obligation for such collection is contractually delegated to the DCO) transmitted to the CCBHC.</p>
	<p>15. Provides terms and mechanisms for billing and payment between DCOs and CCBHCs, such as invoice procedures and deadlines.</p>
	<p>16. Specifies in advance the compensation for services (or a fixed methodology by which compensation will be established).</p>
	<p>17. Allows CCBHC to withhold or deny payment for services rendered in breach of a material term of the agreement, including but not limited to all statutes, rules, regulations, and standards of any and all governmental authorities and regulatory and accreditation bodies relating to the provision of services.</p>
	<p>18. Requires full DCO participation in and timely delivery of any supporting materials upon request related to any state or federal audits or corrective action plans (CAPs), as specified in the Billing Manual and Provider Manual. Note that the DCO may be subject to the same potential penalties for noncompliance as the CCBHC.</p>
	<p>19. Details methods to ensure DCO bills the CCBHC for attributed and referred clients appropriately, such as description of CCBHC referral procedures and how the CCBHC will communicate attribution to the DCO. Attribution must include enrollment dates and notification of discharge from CCBHC program.</p>
<p>Oversight and Monitoring/Reporting</p>	<p>20. CCBHC provides oversight of all services performed by DCO, consistent with all requirements included in the CCBHC RI Certification Standards.</p>
	<p>21. Requires a copy of the proposed DCO staffing pattern detailing the positions, required credentials for each position, and indicates whether the position(s) are currently filled or vacant.</p>
	<p>22. Requires the DCO to prepare health records consistent with CCBHC's standards.</p>
	<p>23. Requires the DCO to furnish to the CCBHC programmatic, staffing and/or financial reports pertaining to the services provided under the agreement, as deemed necessary by the CCBHC for monitoring and oversight and compliance with the requirements for reporting related to the Uniform Reporting System (URS).</p>
	<p>24. If DCO provides a crisis service to <b>adults</b>, they shall provide:</p> <ul style="list-style-type: none"> <li>a. Evidence that clinical staff include QMHPs who are available to conduct any assessment that may result in involuntary hospitalization.</li> <li>b. Copy of policies and procedures title, number and effective date that specify the role and responsibilities in working with local law enforcement and first responders.</li> </ul>
	<p>25. If DCO provides a crisis service to <b>children and youth</b>, they shall provide:</p> <ul style="list-style-type: none"> <li>a. Evidence that clinical staff include QMHPs who are available to conduct any assessment that may result in involuntary hospitalization.</li> <li>b. Copy of Certification of Mental Health Emergency Service Intervention for Children, Youth and Families (Regulation 214-</li> </ul>

	<p>RICR-40-00-6) or evidence of pending certification application. iii. Copy of the policies and procedures title, number and effective date that specify the role and responsibilities in working with local law enforcement and first responders (4.c.1).</p>
	<p>26. DCOs must collect and maintain all documentation necessary for CCBHC data collection and reporting as required by EOHHS, BHDDH, DCYF, federal partners, and CCBHC/MCO agreement.</p>
	<p>27. Requires the DCO and its personnel to cooperate in CCBHC’s clinical quality and compliance activities, and specify the required activities for the services they are providing (e.g., frequency of chart audits, participation in CQI meetings)</p>
Data Sharing	<p>28. Describes the CCBHC and DCO agreement to take active steps to reduce administrative burden on people receiving services when accessing DCO services (ex: coordinating intake process, coordinated treatment planning, information sharing, and direct communication between providers)</p>
	<p>29. Prohibits disclosure of any business, financial, or other proprietary information, which is directly or indirectly related to the CCBHC and obtained as a result of services performed under the agreement, unless the CCBHC gives prior written authorization for the disclosure or the disclosure is required by law (consistent with all applicable state and federal laws and regulations, as well as the CCBHC’s policies, regarding the use and disclosure of confidential and proprietary information).</p>
	<p>30. Prohibit the unauthorized use or disclosure of consumer’s protected health information consistent with all applicable federal and state laws, including the requirements of the Health Insurance Portability and Accountability Act and Confidentiality Rule (210-RICR-10-05-1), as well as the CCBHC’s policies regarding the confidentiality and privacy of consumer information.</p>
	<p>31. For each service provided by the DCO, specifies the following about the bidirectional data exchange: method (e.g., SFTP, email); frequency; responsible parties (e.g., IT contact, invoice contact); regular auditing activities for quality; limitations and legal framework; and content. Data exchange must support billing, clinical, and quality needs.</p>
	<p>32. Detail DCO and CCBHC specific responsibilities for facilitating bi-directional information exchange for cooperative treatment planning</p>
Care Coordination	<p>33. Indicates that CCBHC retains care coordination responsibility.</p>
	<p>34. CCBHC and DCO lists specific steps that are implemented to assure intense collaboration across the two organizations will take place.</p>
	<p>35. Articulates clearly the role and function of the CCBHC and DCO in developing treatment plans, care coordination, and ensuring CCBHC coordinates DCO care/services in accordance with the current treatment plan.</p>
Training	<p>36. DCO clinical staff is trained in relevant Evidence Based Practices (EBPs) and that the CCBHC monitors DCO’s use of EBPs including training, coaching and fidelity compliance.</p>
	<p>37. CCBHC training plans address training of DCO staff.</p>

General	38. Includes provisions related to the termination of the agreement.
	39. Requires that any material modification in the ownership or Governance of the DCO to be communicated to the CCBHC within 2 business days of such change.
	40. Includes a provision regarding the consumer's freedom to choose their provider.
	41. Ensures individuals receiving services from DCOs have access to CCBHC grievance procedures.
	42. If a CCBHC and DCO relationship is materially altered throughout the course of a CCBHC program year (i.e., an arrangement is terminated or service responsibilities changes) EOHHS must be notified within 10 days. The CCBHC shall also inform their MCO partners of the termination of any DCO arrangements within 10 days.