



Section: Customer Services	Policy Name: Stipends to Customers & Family Members	Policy Number: 06.10
Owner: Customer Services Manager	Reviewed By: Sarah Ameter	Total Pages: 3
Required By: <input type="checkbox"/> BBA <input type="checkbox"/> MDHHS <input type="checkbox"/> NCQA <input checked="" type="checkbox"/> Other (please specify): <u>Chapter 7 Social Security Act</u> <u>42 USCS 1320a-7</u>	Final Approval By: <i>Sarah Ameter</i>	Date Approved: Aug 25, 2021
Application: <input checked="" type="checkbox"/> SWMBH Staff/Ops <input type="checkbox"/> Participant CMHSPs <input type="checkbox"/> SUD Providers <input type="checkbox"/> MH/IDD Providers <input type="checkbox"/> Other (please specify): _____	Line of Business: <input checked="" type="checkbox"/> Medicaid <input type="checkbox"/> Other (please specify): <input checked="" type="checkbox"/> Healthy Michigan _____ <input checked="" type="checkbox"/> SUD Block Grant <input checked="" type="checkbox"/> SUD Medicaid <input checked="" type="checkbox"/> MI Health Link	Effective Date: 10/1/20

Policy: Southwest Michigan Behavioral Health (SWMBH) will enlist the paid assistance of customers and family members to promote the values of empowerment and inclusion. Customer and family participation in workgroups, trainings and other meetings is reimbursable when customers and family members are approved upon completion of credentialing, and the contracts/agreements have been developed.

Purpose: To establish parameters for contracting, utilizing and reimbursing identified service activities performed by persons served and family members who are non-employees

Scope: Customer Services

Responsibilities: SWMBH staff will ensure that customers and family members who receive a stipend for participating in SWMBH sponsored events, meet the criteria in this policy.

Definitions: None

Standards and Guidelines:

A. Verification of federal exclusions:

1. Monthly Office of Inspector General (OIG) checks will be completed for individuals receiving a stipend for participating in regular SWMBH events (refer to OIG website <https://exclusions.oig.hhs.gov/>)

2. Verification of exclusions does not need to be performed for persons who are participating in focus groups or providing feedback in other forums.
- B. Stipend agreements with customers and family members must have prior approval of the appropriate leadership staff. The Stipend Agreement shall also indicate the liaison or contact person for the agreement.
1. Specific circumstances will be considered in establishing a non-standard rate or offering reimbursement for a non-standard service.
 2. SWMBH will maintain equitable and fair stipend rates. Unless otherwise specified, the typical amount paid/event is \$40 for in-person events, \$25 for virtually attending events.
 3. Stipends related to mileage reimbursement will be paid to participating customer or family member if they provide their own transportation. (non- Community Mental Health (CMH) or Prepaid Inpatient Health Plan (PIHP) facilitated) It will be the responsibility of the participating customer or family member to ensure appropriate payment is made if a third party provides the actual transportation.
- C. Customers and family members approved to receive a stipend must individually sign an agreement, identifying the services and amount to be paid (Exhibit A). A single agreement may cover multiple service activities.
1. Request for payment must be submitted within 60 days of the date of activity in order to be paid
 2. It must be signed by the customer/family member/applicable liaison and be approved by appropriate leadership staff prior to submission to finance for payment.
 3. Any payments that total \$600.00 or more in any one calendar year will be reported to the IRS as required by regulations. Federal or State income taxes are not withheld from stipend payments. A 1099 shall be sent to the customer if required.
- D. Checks to customers or family members will be mailed directly to the address appearing on the request for payment.
1. Customers and family members will be notified by the applicable leadership staff or designee that mail will routinely have the name and return address of SWMBH.
 2. If this is objectionable, an alternative method of delivery must be worked out with the customer.
- E. The customer or family member is responsible for any impact on Social Security Insurance (SSI) or other benefits that may be influenced by an individual's income.

References: Chapter 7 Social Security Act 42 USCS 1320a-7

Attachments: 06.10A Stipend Agreement






06.10 Stipends to Customers & Family Members

Final Audit Report

2021-08-25

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A STIPEND AGREEMENT BETWEEN
SOUTHWEST MICHIGAN BEHAVIORAL HEALTH

AND

(Name of Customer/Family Member, please print):

On (Date of Agreement): _____

Customer/Family Member's Street Address City State Zip Code

Customer/Family Member's Daytime Telephone No:

SWMBH will pay you when you participate in the following activities/committees:

ACTIVITY/COMMITTEE	AMOUNT/EVENT
	\$
	\$
	\$

Each time you complete an activity, you or the committee will need to complete a request for payment in order for SWMBH to pay you. The request for payment will need to be signed by SWMBH staff for approval to pay you. SWMBH will pay you within 30 days of receipt of voucher. If you forget to fill in all of the information on the request for payment, it could take longer to pay you. If you need help in filling out a request for payment, a SWMBH staff member will help you. SWMBH cannot pay you if you wait more than 60 days to turn in a request for payment.

By signing this document, you agree that no one has made any promises to you about employment with SWMBH. SWMBH staff members cannot make any promises with regard to jobs. You are considered an independent contractor and not an employee of SWMBH.

This Agreement will end on December 31 each year. It may be renewed with written agreement by both parties. The agreement may be cancelled by either party. SWMBH shall inform the individual in writing. The individual may terminate the agreement without notice by informing the SWMBH Liaison/Contact Person below.

Customers of mental health services have their rights guaranteed by Chapter 7 of the Mental Health Code. All customers contact and information related to the activities listed below are subject to confidentiality requirements as explained in the Michigan Mental Health Code, Federal and/or State laws and the policies of SWMBH. By signing this document, you agree that information you might learn while providing the activities listed below is considered confidential and/or privileged and may not be shared without written permission. You also agree that confidentiality is binding even after this Agreement ends.

SWMBH Liaison/Contact Person Signature & Date

Department designation

SWMBH Director Signature & Date

Customer/Family Member Signature & Date

Please return signed agreement to SWMBH Customer Services Department.

Rev. 5.22.19