

## Policy 4.9

<b>4.9 Corrective Action Plan/Performance Improvement</b>	<b>POLICY 4.9</b>	
<b>Topic Area:</b> Provider Network		<b>REVIEW DATES</b>
<b>Applies to:</b> LRE Staff and Operations, Member CMHSPs, and Contracted Providers	<b>ISSUED BY:</b> Chief Executive Officer	
<b>Review Cycle:</b> Annually	<b>APPROVED BY:</b> Chief Executive Officer	
<b>Developed and Maintained by:</b> CEO and Designee		
<b>Supersedes:</b> N/A	<b>Effective Date:</b> 4/18/23	<b>Revised Date:</b>

### I. PURPOSE

To improve the clinical and administrative performance of Members and Contracted Providers where deficiencies have been identified through a formal corrective action process focused on remediation or elimination of non-conformities or other adverse outcomes.

### II. POLICY

Lakeshore Regional Entity (“LRE”) and its Member Community Mental Health Service Programs (“Member”) are committed to excellence in clinical and administrative performance. Regardless of the method of discovery, when performance has been identified as not meeting an established standard of performance, the Member or Contracted Provider will be required to take specific, actionable steps to remediate the non-conformity and/or reduce the likelihood of recurrence. The successful completion of a Corrective Action Plan (“CAP”) in the form and format required by LRE, and in the timeframes as approved by LRE, will be necessary to maintain provider status. LRE will monitor CAPs for completion and implementation.

LRE will, generally, follow a progressive order of remedial action. However, LRE reserves the right, in its sole discretion, to take action it deems necessary to remedy any deficiency(ies) in the performance of the Member or Contracted Provider.

1. Written response addressing the deficiency(ies), action(s) taken for remediation, responsible staff, anticipated timeframe(s), and expected outcome(s).
2. Quality Corrective Action Plan (“QCAP”) will be identified action(s) to be taken to remediate or correct the identified deficiency(ies), within thirty (30) days of receipt notice of a deficiency.
3. Formal CAP, including, as necessary, periodic update meetings between LRE and Member and/or Contracted Provider.
4. Specific action(s) as determined by LRE to remediate unresolved deficiency(ies).
5. Financial Sanctions.
6. Termination of Agreement.

### III. APPLICABILITY AND RESPONSIBILITY

This policy applies to Members and their staff, any of the Member’s Contracted Providers and their staff, or any other entity or individual under subcontract or other agreement with LRE or any of its subcontractors.

**IV. MONITORING AND REVIEW**

This policy will be reviewed by the Chief Executive Officer or Designee on an annual basis.

**V. DEFINITIONS**

- A. Contracted Provider: For purposes of this Policy, any organization or individual acting under authority of any part of LRE’s MDHHS/PIHP Master Contract, either directly under contract with LRE or under contract with any LRE subcontractor.
- B. Corrective Action Plan (“CAP”): A formal plan that identifies specific, actionable steps to improve an organization’s processes or address deficiencies in performance when measured against established standards and contractual requirements.
- C. Quality Corrective Action Plan (“QCAP”): A formal or informal written plan that identifies action(s) to be taken to correct or remediate a known deficiency within thirty (30) days of notice of the issue by LRE.

**VI. RELATED POLICIES AND PROCEDURES**

**VII. REFERENCE/LEGAL AUTHORITY**

- A. MDHHS/PIHP Master Contract

**VIII. CHANGE LOG**

Date of Change	Description of Change	Responsible Party
	New Policy	CEO or Designee