



June 20, 2018

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Dear Health Care Professional:

The contracting process to add your clinic to Cigna Behavioral Health's participating network is complete. We are pleased to welcome you and look forward to a long and mutually beneficial relationship.

As a participating provider, you play an important role in the effectiveness and success of our managed care services. CBH wants to build and maintain a solid working relationship with you so that together we can provide the high level of service our participants expect.

If you have any questions, please contact your Provider Relations department, based on the state in which you practice:

Chesapeake Regional Care Center 800.274.7603  
Connecticut, Delaware, District of Columbia, Indiana, Kentucky, Maine, Maryland,  
Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina,  
Ohio, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West Virginia

Dallas Regional Care Center 800.283.6226  
Alabama, Arkansas, Florida, Georgia, Illinois, Iowa, Kansas, Louisiana, Minnesota,  
Mississippi, Missouri, Nebraska, North Dakota, Oklahoma, Puerto Rico, South Dakota,  
Tennessee, Texas, Virgin Islands, Wisconsin

Glendale Regional Care Center 800.866.6534  
Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, New Mexico,  
Oregon, Utah, Washington, Wyoming

Sincerely,

Network Operations

Enclosures

## CLINIC PARTICIPATING PROVIDER AGREEMENT

This Agreement (the "Agreement") is by and between CIGNA Behavioral Health, Inc. and PROVIDER shown on signature page of this Agreement ("PROVIDER").

### WITNESSETH

#### 1. Purpose

WHEREAS, CIGNA Behavioral Health, Inc. arranges for behavioral care services through contracted behavioral care professionals and/or provides access to contracted behavioral care professionals who have agreed to provide behavioral care services at a contracted rate ("Network Services");

WHEREAS, CIGNA Behavioral Health, Inc. contracts directly and indirectly with various self-funded employer groups, health maintenance organizations, health service plans, preferred provider organizations, employee assistance programs, insurance plans, third party administrators, and/or other medical, mental health/substance abuse and/or disability benefit plans, benefit plan distribution systems, administrators, organizations and entities to provide Network Services to the participants covered under health benefit plans offered or administered by said entities;

WHEREAS, PROVIDER employs behavioral care professionals and other qualified health personnel and administrative staff ("Professional Staff"); is licensed to provide behavioral care services under the laws of the State or Commonwealth where Covered Services are to be provided under this Agreement; is equipped with appropriate, licensed, and duly accredited facilities ("Facilities") necessary to provide behavioral care services to Participants; certain members of PROVIDER's Clinical Staff are licensed as Board Certified Behavior Analysts ("BCBAs") and in that capacity supervise certain members of PROVIDER's Professional Staff who are Board Certified Assistant Behavior Analysts or others who implement behavior analytic services; and PROVIDER wishes to participate in CIGNA Behavioral Health, Inc.'s network of contracted behavioral care professionals;

WHEREAS, CIGNA Behavioral Health, Inc. desires to contract with PROVIDER to participate in CIGNA Behavioral Health, Inc.'s network of contracted behavioral care professionals at the Facilities identified in Exhibit B;

NOW, THEREFORE, in consideration of the premises and mutual promises herein, the parties agree as follows:

#### 2. Definitions

- a. Clinical Staff - Means those licensed or certified members of PROVIDER's Professional Staff designated by CIGNA Behavioral Health, Inc. to directly provide Covered Services to Participants.
- b. Coinsurance/Copayment - Means the portion of the fee for Covered Services which is the financial obligation of a Participant and which is not the financial obligation of Payor.
- c. Covered Services - Means those Medically Necessary behavioral care services that a Plan provides to a Participant or for which a Plan reimburses a Participant.
- d. Deductible - Means the amount of a Participant's financial responsibility for professional services that would have been Covered Services but for the fact the Plan requires the Participant pay this amount before the Plan covers the cost of professional services.

- e. Medical Management Program - Means the quality management, credentialing, case management and other programs adopted or established by CIGNA Behavioral Health, Inc. from time to time and provided to PROVIDER by CIGNA Behavioral Health, Inc.
- f. Medically Necessary - Means services and supplies which under the terms of the applicable Plan are "Medically Necessary". No service is a Covered Service unless it is Medically Necessary. The criteria for determining if supplies or services are Medically Necessary are contained in CIGNA Behavioral Health, Inc.'s clinical guidelines and/or in state laws, if applicable. CIGNA Behavioral Health, Inc.'s clinical guidelines are available to PROVIDER.
- g. Participant - Means any individual, eligible dependent of such individual, or Medicare eligible individual who is eligible for Covered Services pursuant to Plans.
- h. Participating Providers - Means those behavioral care professionals which have contracted with CIGNA Behavioral Health, Inc. to participate in CIGNA Behavioral Health, Inc.'s network of contracted behavioral care professionals.
- i. Payor - Means CIGNA Behavioral Health, Inc. or a Plan which is financially responsible to pay for Covered Services provided to Participants.
- j. Plans - Means self-funded employer group health benefit plans, health maintenance organizations, health service plans, preferred provider organizations, employee assistance programs, insurance plans, and/or other medical, mental health/substance abuse and/or disability benefit plans, including those offered or administered by benefit plan distribution systems, third party administrators, and other organizations and entities, for which CIGNA Behavioral Health, Inc. provides Network Services to Participants.

### 3. PROVIDER's Obligations

- a. PROVIDER shall have certain of its Professional Staff as identified by CIGNA Behavioral Health, Inc. complete CIGNA Behavioral Health, Inc.'s provider application and submit such additional information as CIGNA Behavioral Health, Inc. requests for credentialing purposes. Further, PROVIDER shall submit evidence to CIGNA Behavioral Health, Inc. of initial and recurring licensing or certification for each member of its Professional Staff identified by CIGNA Behavioral Health, Inc. CIGNA Behavioral Health, Inc. will notify PROVIDER regarding which Professional Staff have been approved as Clinical Staff. PROVIDER shall be reimbursed for Covered Services rendered only by Clinical Staff.
- b. PROVIDER, through its Clinical Staff and those Professional Staff who are supervised by licensed BCBA Clinical Staff, shall provide the Covered Services to Participants of Plans listed in Exhibit C in accordance with CIGNA Behavioral Health, Inc.'s Medical Management Program, as amended from time to time, which is hereby incorporated into and made a part of this Agreement by reference. In particular, PROVIDER shall cooperate with the CIGNA Behavioral Health, Inc.'s quality improvement activities.
- c. PROVIDER shall be available to Participants 24 hours a day, 365 days a year and shall provide access at all times in a manner that complies with the standard access procedures of other providers in PROVIDER's community. PROVIDER shall and shall require its Clinical Staff to, provide for professional coverage if unavailable by arranging for a professional to cover Participants in PROVIDER's or Clinical Staff member's absence. PROVIDER will, and shall require its Clinical Staff to, ensure that such covering

professional (a) satisfies CIGNA Behavioral Health, Inc.'s credentialing criteria as communicated by CIGNA Behavioral Health, Inc.; (b) will bill Payor in accordance with the terms of this Agreement and agree to accept CIGNA Behavioral Health, Inc.'s fee and the Participant's applicable Coinsurance/Copayment and/or Deductible as payment in full for Covered Services provided to a Participant; (c) will not bill Participants for Covered Services under any circumstances except for Coinsurance/Copayments or Deductibles; and (d) will obtain authorization from CIGNA Behavioral Health, Inc. prior to the delivery of Covered Services.

- d. PROVIDER agrees and shall require its Clinical Staff to agree to keep current all licenses and/or certifications, including CMS and BCBA certifications, which are required under federal, state or local laws for the provision of Covered Services to Participants. PROVIDER shall notify CIGNA Behavioral Health, Inc. immediately if a license or certification is terminated, suspended, or restricted in any way.
- e. PROVIDER agrees and shall require its Clinical Staff to agree to fully cooperate with CIGNA Behavioral Health, Inc. and/or Payors to resolve complaints from Participants and shall comply with the complaint procedures established by CIGNA Behavioral Health, Inc. and/or Payors.
- f. PROVIDER shall require its Clinical Staff to represent and warrant that the information contained on his/her Provider Application, which is incorporated herein by reference, is true and accurate. PROVIDER will notify CIGNA Behavioral Health, Inc. promptly of any material change in the information on such Application. PROVIDER shall require its Clinical Staff to execute whatever releases are necessary for CIGNA Behavioral Health, Inc. to verify the truth and accuracy of that information from time to time.
- g. PROVIDER shall maintain adequate policies of insurance of the types and in amounts required by CIGNA Behavioral Health, Inc.'s Medical Management Programs. PROVIDER will submit evidence of such coverage to CIGNA Behavioral Health, Inc. upon request, and will notify CIGNA Behavioral Health, Inc. at least thirty (30) days prior to the expiration, termination or material change in the coverages listed on the PROVIDER's Application. This provision shall survive the termination of this Agreement.

During the term of this Agreement, CIGNA Behavioral Health, Inc. will maintain adequate levels of professional liability insurance and will submit evidence of such coverage to PROVIDER upon reasonable request.
- h. PROVIDER agrees its Clinical Staff shall render Covered Services consistent with generally accepted professional and ethical standards, community standards, and applicable laws and regulations.
- i. PROVIDER agrees and shall require its Clinical Staff to agree not to discriminate against any Participant on the basis of source of payment, race, color, gender, sexual orientation, age, ancestry, religion, marital status, national origin, handicap or health status in providing services under this Agreement. PROVIDER agrees and shall require its Clinical Staff to agree to render Covered Services to Participants in the same manner and in accordance with the same standards and with the same time availability as offered to non-Participants, except that access for Participants shall comply with standards in the Medical Management Programs, if more restrictive than PROVIDER's standards.
- j. PROVIDER shall notify CIGNA Behavioral Health, Inc. within five (5) working days of PROVIDER's learning of litigation, arbitration or a criminal or administrative proceeding

which has been brought against PROVIDER or Clinical Staff member relating to (1) the quality of services provided by PROVIDER or Clinical Staff member or relating to PROVIDER's or Clinical Staff Member's compliance with community standards; (2) applicable laws and regulations; (3) a notice required by law prior to bringing such an action has been given to PROVIDER or Clinical Staff member; or (4) PROVIDER or another entity on behalf of PROVIDER or Clinical Staff member gives anything of value to settle a claim by a patient or on behalf of a patient.

- k. PROVIDER agrees and shall require its Clinical Staff to agree to maintain the confidentiality of information contained in Participants' medical records and will only release such records in accordance with applicable laws, regulations, or orders of any court of law.
- l. PROVIDER agrees and shall require its Clinical Staff to agree to keep CIGNA Behavioral Health, Inc. and primary care physician or referring physician informed of the diagnosis and/or status of treatment provided to Participant.

#### 4. Compensation

- a. PROVIDER agrees to accept as full payment for Covered Services the lesser of: (1) PROVIDER's usual and customary charges or (2) the maximum allowable reimbursement for such services as set forth in Exhibit A ("Maximum Reimbursement Rate"), less applicable Coinsurance/Copayment and Deductible payments received from Participants, and payments from third parties through coordination of benefits as described in Section 5 of this Agreement. If a Covered Service has not been assigned a Maximum Reimbursement Rate in Exhibit A, PROVIDER will be paid a negotiated rate or his/her billed charges, subject to a reasonable and customary screening as determined by CIGNA Behavioral Health, Inc. Payor shall notify PROVIDER of the Coinsurance/Copayment or Deductible, if any, which shall be charged to the Participant pursuant to the Participant's Plan. If Medicare rates are less than the rates indicated in Exhibit A or PROVIDER's usual and customary charges, Payor will pay the Medicare rate for Participants covered by Medicare.
- b. PROVIDER shall submit an itemized bill for Covered Services rendered by Clinical Staff on forms as set forth in the Medical Management Programs within sixty (60) days from the date of Covered Services being rendered. PROVIDER shall supply any additional information reasonably requested by CIGNA Behavioral Health, Inc. to verify that Clinical Staff rendered Covered Services. Payor may deny payment for claims not submitted within the sixty (60) days from the date of Covered Services being rendered, unless PROVIDER can demonstrate to Payor's satisfaction that there was good cause for such delay.
- c. If, due to coordination of benefits, PROVIDER is unable to submit an itemized bill for Covered Services as required by this Section 4 of the Agreement, PROVIDER shall not be deemed to be in default hereunder but shall submit an itemized bill for Covered Services as soon as reasonably possible after the completion of the coordination of benefits activities.
- d. CIGNA Behavioral Health, Inc. will make reasonable efforts to require Payor to make payment to PROVIDER within thirty (30) days of the receipt by CIGNA Behavioral Health, Inc. or its designee of a properly completed bill for Covered Services. Such payment period may be extended, however, if CIGNA Behavioral Health, Inc. or Payor, in good faith, requires additional time to investigate whether it is responsible for such billed services. PROVIDER agrees to refrain from duplicate billing within thirty (30)

days after submitting a bill for Covered Services to CIGNA Behavioral Health, Inc. or its designee.

- e. PROVIDER shall require its Clinical Staff to agree to hold Participants harmless and not to bill Participants for Covered Services in accordance with Section 6 and PROVIDER agrees that all billing of Participants for Covered Services shall be billed by PROVIDER in accordance with Sections 4, 5, and 6.

5. Coordination of Benefits

- a. Certain claims for services rendered to Participants are claims for which an entity other than a Payor under this Agreement may be primarily responsible under coordination of benefits rules. PROVIDER will pursue and process any such claims and in compliance with the other entity's billing rules.
- b. PROVIDER shall not withhold or refuse to render Covered Services to Participants nor require Participants to pay for Covered Services pending a decision about the order of payment for such services pursuant to applicable coordination of benefits rules.
- c. When Payor is other than primary under applicable coordination of benefits rules, Payor will pay no greater amount than that which, when added to amounts payable to PROVIDER from other entities under the applicable coordination of benefit rules, amounts to one hundred percent of the PROVIDER's fees for Covered Services pursuant to this Agreement. If Plan's coverage is not primary, PROVIDER will supply Payor with copies of the notice by the entity which is primarily responsible for payment related to the payment or denial of payment for Covered Services rendered to the Participant.
- d. When CIGNA Behavioral Health, Inc. or Payor is primary under applicable coordination of benefit rules, Payor will pay amounts due pursuant to this Agreement without regard for the obligations of any secondary payors.

6. Charges to Participants

- a. PROVIDER will hold harmless and will not seek reimbursement from Participants for Covered Services for which Payor is financially responsible including in the event of insolvency of the Medicare Participant's HMO, or for behavioral care services for which authorization was not requested by PROVIDER or denied by CIGNA Behavioral Health, Inc., unless PROVIDER had specifically set forth in detail to the Participant and Participant had agreed to pay for these specified behavioral care services in writing prior to the delivery of these behavioral care services. PROVIDER will only bill Participants for Copayments, Coinsurance and Deductible amounts required by the Plan for Covered Services, and for those behavioral care services for which Participant's agreement has been obtained as described herein. PROVIDER shall only be permitted to bill Participant or Payor for any Covered Services on an out-of-network basis pursuant to the Medical Management Program.
- b. Neither CIGNA Behavioral Health, Inc. nor Plan guarantees payment of Participant's financial obligations to PROVIDER. Neither CIGNA Behavioral Health, Inc. nor Plan warrant the eligibility of any Participant.
- c. These provisions will survive the termination of the Agreement for behavioral care services rendered prior to its termination regardless of the cause giving rise to termination.

- d. PROVIDER further agrees (1) this provision shall survive the termination of the Agreement for Covered Services rendered prior to its termination regardless of the cause giving rise to termination, including insolvency of the Medicare Participant's HMO, and shall be construed to be for the benefit of the Medicare Participant, and that (2) this provision supersedes any oral or written contrary agreement now existing or heretofore entered into between PROVIDER and Medicare Participants or persons acting on their behalf.
- e. Any modification, additions, or deletion to the provisions of this section shall become effective on a date no earlier than thirty (30) days after (1) the applicable state regulatory agency has received written notice of such proposed changes and (2) the Centers for Medicare & Medicaid Services ("CMS") has approved, in writing, such proposed change.

7. Access to Books and Records

PROVIDER will maintain medical, financial and administrative records, concerning services provided to Participants pursuant to this Agreement, in accordance with applicable Federal and state laws. CIGNA Behavioral Health, Inc., its authorized representatives and duly authorized third parties, such as but not limited to Payors, governmental and regulatory agencies including CMS, and Plan, will have the right to inspect, review and make copies of such records directly related to services rendered to Participants. Such review and duplication shall be allowed upon reasonable notice during regular business hours and shall be subject to all applicable laws and regulations concerning confidentiality of such data or records. This provision shall survive the termination of this Agreement.

8. Relationship of Parties

The parties to this Agreement are independent contractors. This Agreement shall not create an employer-employee, partnership or a joint venture relationship between or among CIGNA Behavioral Health, Inc., Payor, PROVIDER or any of their respective directors, officers, employees or other representatives. This Agreement shall not be deemed to create any rights or remedies in persons who are not parties to this Agreement except as otherwise set forth herein.

PROVIDER agrees and shall require its Clinical Staff to agree not to allow authorization determinations pursuant to Medical Management Programs, or any terms and conditions of this Agreement to negatively impact standards of care, medical judgment or the PROVIDER-patient relationship. PROVIDER may communicate with Participants regarding the treatment options available to them regardless of the provisions or limitations of the Participant's Plan.

9. Term and Termination

- a. Term - The initial term of this Agreement shall begin on the Effective Date as set forth above the signatures of the parties and shall continue for one year. The Agreement shall be renewed automatically for additional terms of one year each unless one of the parties notifies the other party of nonrenewal in writing no later than 60 days before the expiration of a term.
- b. Either party may terminate this Agreement upon thirty (30) days written notice to the other party specifying the manner in which that party has materially breached its obligations pursuant to the Agreement. The Agreement shall terminate automatically at the expiration of such thirty (30) day period if that party has not cured its breach within such period and delivered satisfactory evidence of such cure to non-breaching party.

- c. CIGNA Behavioral Health, Inc. may terminate this Agreement immediately upon the occurrence of any of the following: (1) PROVIDER or any member of its Clinical Staff fails to provide satisfactory evidence of or fails to maintain any license or certification required to provide Covered Services; (2) PROVIDER fails to provide satisfactory evidence of or fails to maintain any insurance required by this Agreement; (3) PROVIDER or any member of its Clinical Staff willfully breaches, habitually neglects or continually fails to perform professional duties; (4) PROVIDER or any member of its Clinical Staff commits or fails to commit an act which is determined by CIGNA Behavioral Health, Inc. to be detrimental to the Participant or to the reputation, operation or activities of CIGNA Behavioral Health, Inc. or Payor; (5) an administrative finding or judgment of professional misconduct on the part of PROVIDER or PROVIDER's Professional Staff; (6) PROVIDER breaches the Agreement after notice and cure of a similar breach or there has been more than a total of three breaches of the Agreement in the twelve (12) months prior to the third breach; (7) CIGNA Behavioral Health, Inc. becomes aware of prior license/certification sanctions or unsatisfactory malpractice history. CIGNA Behavioral Health, Inc. may suspend referrals to and/or reassign Participants from PROVIDER or any member of its Clinical Staff pending investigation of the alleged occurrences of the event(s) listed in this paragraph, and CIGNA Behavioral Health, Inc. shall notify PROVIDER in writing of CIGNA Behavioral Health, Inc.'s election of its right pursuant to this sentence.

10. Effect of Termination of the Agreement or Plan listed in Exhibit C

- a. Agreement: In the event of termination of the Agreement, the Agreement will be of no further force or effect as of the date of termination except that PROVIDER shall continue to provide Covered Services to a Participant and to accept payment from Payor in accordance with the terms of this Agreement as payment in full for Covered Services provided to a Participant after termination until treatment is completed or Participant has been safely transferred to another Participating Provider.
- b. Termination of a Plan(s) Listed in Exhibit C: Either party may notify the other party of its intent to terminate a Plan or Plans from the Plans listed on the then current Exhibit C to this agreement upon [90-180] days' prior written notice to the other party. Upon termination of the Plan(s), PROVIDER agrees PROVIDER shall continue to provide Covered Services to a Participant of the terminated Plan(s) and to accept payment from Payor in accordance with the terms of this Agreement as payment in full for Covered Services provided to a Participant of the terminated Plan(s) after termination until treatment is completed or Participant has been safely transferred to another Participating Provider.
- c. Forty-five (45) days' prior to the occurrence of an event as set forth in Section 9 a. or Section 10. b. of this Agreement, PROVIDER shall inform Participants in writing of PROVIDER's non-renewal or termination of this Agreement or a Plan.

11. References to PROVIDER

PROVIDER shall require its Clinical Staff to consent to the inclusion of Clinical Staffs' name, address, and practice information in any directory or listing of Participating Providers. Neither party will otherwise use the other party's name, symbol, trademarks or service marks without the prior written consent of that party and will cease any such use as soon as is reasonably possible upon termination of this Agreement. During the term of this Agreement, PROVIDER may state in PROVIDER's advertisements that Clinical Staff are "Providers in CIGNA Behavioral Health, Inc.'s network".



12. Dispute Resolution Procedure

In the event of any dispute arising from the performance or interpretation of this Agreement including any claim by PROVIDER based on a Participant's assignment of benefit rights to PROVIDER, all matters in controversy shall be submitted for review and resolution pursuant to the Medical Management Program. Decisions not to renew the Agreement are not reviewable except to the extent that there is a dispute as to whether the nonrenewal option was exercised in a timely fashion.

If a matter is not resolved to the satisfaction of either party pursuant to the Medical Management Program process, a party may submit the matter in controversy to binding arbitration before a single arbitrator selected by the American Arbitration Association within sixty (60) days of the date the party is informed of the other party's final decision or of the receipt by PROVIDER of CIGNA Behavioral Health, Inc.'s demand that PROVIDER perform pursuant to the terms of this Agreement. The arbitration shall take place in the State or Commonwealth of the PROVIDER's address as shown on the signature page of this Agreement. Each party shall assume its own costs and shall share equally the costs of the arbitration unless the arbitrator directs otherwise. Judgment upon the arbitration award may be entered in any court having jurisdiction.

This section shall survive termination of the Agreement.

13. Miscellaneous

- a. PROVIDER agrees and shall require its Professional Staff to agree that all written materials relating to CIGNA Behavioral Health, Inc. or Plans provided to PROVIDER by CIGNA Behavioral Health, Inc. is CIGNA Behavioral Health, Inc.'s proprietary information ("Information"). No Information shall be disclosed to anyone without CIGNA Behavioral Health, Inc.'s prior written consent.
- b. Amendment This Agreement or its Exhibits may be amended at any time during the term of the Agreement by CIGNA Behavioral Health, Inc. effective thirty (30) days from receipt by PROVIDER of CIGNA Behavioral Health, Inc.'s written notice to PROVIDER. If the PROVIDER does not agree to an amendment, PROVIDER may terminate this Agreement, as of the date the amendment becomes effective, by giving written notice to CIGNA Behavioral Health, Inc. no later than ten (10) days prior to the effective date of the amendment. PROVIDER will be deemed to have accepted such amendment as of its effective date if no such notice is received by CIGNA Behavioral Health, Inc. by ten (10) days prior to the effective date of the amendment.
- c. Assignment and Subcontracting Neither party shall assign to or contract with another party for the performance of any of its obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld.
- d. Entire Agreement This Agreement, its Exhibits, and any documents incorporated by reference constitute the entire Agreement between the parties. It supersedes any prior Agreements, promises, negotiation or representations, either oral or written, relating to the subject matter of this Agreement.
- e. Governing Law This Agreement shall be governed by and construed under the laws of the State or Commonwealth of the PROVIDER address as shown on the signature page of this Agreement and in accordance with all applicable Federal laws and regulations.

- f. Non-Exclusivity This Agreement is not an exclusive Agreement between CIGNA Behavioral Health, Inc. and PROVIDER. It does not require CIGNA Behavioral Health, Inc. to refer any minimum number of Participants to PROVIDER.
- g. Notice Any and all notices required to be given pursuant to the terms of this Agreement must be given by United States mail, postage prepaid, return receipt requested and forwarded to the addresses on the signature page. CIGNA Behavioral Health, Inc. may use United States mail, postage prepaid, without return receipt requested, if the notice is being sent to 10% or more of Participating Providers in a service area.
- h. Severability In the event that a provision of the Agreement is rendered invalid or unenforceable by Federal or State Statute or Regulations, or declared null and void by any court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect.
- i. Waiver of Breach Waiver of a breach of any provision of this Agreement will not be deemed a waiver of any other breach of the Agreement.
- j. This Agreement shall not be effective until executed by both parties.
- k. For behavioral care services provided to Medicare Participants only: To the extent that there is any inconsistency between the terms set forth in Section 14, Medicare Program, and any other section of the Agreement, Section 14., Medicare Program, shall control.

#### 14. Medicare Program

##### a. Definitions

- 1. Medicare Participant - Means a Medicare eligible individual who is eligible for Covered Services pursuant to Health Services Agreements.
- 2. Medical Management Programs - Means the quality management, credentialing, case management and other programs adopted or established by CIGNA Behavioral Health, Inc. and provided to PROVIDER in CIGNA Behavioral Health, Inc.'s Provider Guide.
- 3. Emergency Services - Means those Covered Services that are: (i) required by a Participant for the evaluation or stabilization of an Emergency Medical Condition; and (ii) furnished by a health care provider qualified to furnish Emergency Services.
- 4. Emergency Medical Condition - Means a mental health and/or substance abuse condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in: (i) serious jeopardy to the health of the individual or, in the case of a pregnant woman, the health of the woman or her unborn child; (ii) serious impairment to bodily functions; or (iii) serious dysfunction of any bodily organ or part.
- 5. Urgently Needed Services - Means Covered Services provided when a Medicare Participant is temporarily absent from the Medicare Participant's Plan's service area (or under unusual and extraordinary circumstances, provided when the Medicare Participant is in the Medicare Participant's Plan's service area but

Participating Providers are temporarily unavailable or inaccessible) when such services are Medically Necessary and immediately required: (i) as a result of an unforeseen illness, injury, or condition; and (ii) it was not reasonable given the circumstances to obtain the services through Participating Providers.

b. Charges to Medicare Participants

1. PROVIDER agrees that it will hold harmless and will not seek reimbursement from Medicare Participants for Covered Services for which Payor is financially responsible including in the event of insolvency of the Medicare Participant's HMO, or for MH/SA Services for which authorization was denied by CIGNA Behavioral Health, Inc., unless the Medicare Participant agreed in writing to pay for these MH/SA Services which PROVIDER has specifically listed out in detail to the Medicare Participant and the Medicare Participant has agreed to pay for these detailed MH/SA Services prior to the delivery of these MH/SA Services. PROVIDER further agrees that PROVIDER shall only bill the Medicare Participants for Copayments, Coinsurance and Deductible amounts required by the Plan, and for those services for which the Medicare Participant's agreement has been obtained as described herein. Neither CIGNA Behavioral Health, Inc. nor Plan guarantees payment of the Medicare Participant's financial obligations to PROVIDER. PROVIDER shall only be permitted to bill Medicare Participant or Payor for any Covered Services on an out-of-network basis pursuant to the Medical Management Program.
2. PROVIDER shall collect any and all Copayment, Coinsurance, and/or Deductible amounts from Medicare Participants as required by the applicable Health Services Agreement.
3. PROVIDER agrees in the event of non-payment by CIGNA Behavioral Health, Inc. to PROVIDER for Covered Services for any reason including CIGNA Behavioral Health, Inc.'s insolvency or breach of this Agreement, PROVIDER shall continue to provide Covered Services: (i) to all Medicare Participants for the duration of the period of the Plan's agreement with Centers for Medicare & Medicaid Services ("CMS") for which Plan payments are made to CIGNA Behavioral Health, Inc.; or (ii) for Medicare Participants who are hospitalized on the date the Plan's agreement with CMS terminates or CIGNA Behavioral Health, Inc. becomes insolvent, through discharge. PROVIDER's sole recourse for payment of such Covered Services shall be against CIGNA Behavioral Health, Inc. PROVIDER agrees that this provision shall survive the termination of this Agreement regardless of the cause giving rise to such termination and shall be construed to be for the benefit of Medicare Participants and that this provision supersedes any oral or written agreements to the contrary now existing or hereafter entered into between PROVIDER and CIGNA Behavioral Health, Inc. and a Medicare Participant or persons acting on the Medicare Participant's behalf.
4. Any modifications, additions, or deletions to the provisions of this section shall become effective on a date no earlier than fifteen (15) days after: (i) the applicable state regulatory agency has received written notice of such proposed changes; and (ii) CMS has approved, in writing, such proposed change.

c. Quality Assurance/Grievance System

1. PROVIDER will cooperate with Medical Management Programs. PROVIDER shall use best efforts to obtain appropriate consents to release, if necessary, to

keep CIGNA Behavioral Health, Inc. informed of the diagnosis or prognosis of treatment provided to the Medicare Participant and shall keep CIGNA Behavioral Health, Inc. and primary care physician or referring physician so informed.

2. PROVIDER agrees to fully cooperate with CIGNA Behavioral Health, Inc. and the Medicare Participant's HMO to resolve complaints from Medicare Participants and shall use his/her best efforts to comply with the complaint procedures established by CIGNA Behavioral Health, Inc. and/or each of the Medicare Participant's HMOs as supplied to PROVIDER by CIGNA Behavioral Health, Inc.
3. PROVIDER shall provide Covered Services to Medicare Participants in a manner consistent with professionally recognized standards and in a manner described by CMS.
4. PROVIDER shall submit to CIGNA Behavioral Health, Inc. complete and accurate risk adjustment data, including data or records necessary to characterize the context and purpose of each service provided to a Medicare Participant. PROVIDER represents and warrants that all claims and encounter data submitted to CIGNA Behavioral Health, Inc. are accurate, complete, truthful and comply with all CMS requirements and shall further attest to (based on best knowledge, information and belief, as of the date specified in the attestation form) the accuracy, completeness and truthfulness of the encounter data submitted for Medicare Participants, when required by CMS. PROVIDER shall provide any data requested by CIGNA Behavioral Health, Inc. for purposes of CIGNA Behavioral Health, Inc.'s and/or the Plan's reporting obligations, including without limitation, compliance with 42 C.F.R. 422.516. PROVIDER shall make its medical records available to CIGNA Behavioral Health, Inc. and CMS for purposes of auditing compliance with these obligations.
5. PROVIDER agrees to comply with all applicable Medicare laws, regulations and CMS instructions and requirements relating to Medicare Participants and the Plan's contractual obligations to CMS, including applicable Medical Management Program guidelines reflecting these requirements. In the event of any conflict between the terms of this Agreement and the Medicare laws, regulations and CMS instructions and requirements relating to Medicare Participants and the Plan's contractual obligations to CMS, including applicable Medical Management Program guidelines reflecting these requirements, the Medicare laws, regulations and CMS instructions and requirements relating to Medicare Participants and the Plan's contractual obligations to CMS, including applicable Medical Management Program guidelines reflecting these requirements shall control.

PROVIDER shall comply with Medicare grievance and appeal procedures relating to Medicare Participants, including providing information to CIGNA Behavioral Health, Inc. as necessary.

PROVIDER shall cooperate with the activities of independent quality review and improvement organizations' activities pertaining to the provision of services to Medicare Participants. PROVIDER shall cooperate with CIGNA Behavioral Health, Inc.'s quality management and utilization management programs which include medical policy, quality improvement programs, and medical management procedures. CIGNA Behavioral Health, Inc. will develop its standards for such programs applicable to Medicare Participants based on reasonable medical/behavioral evidence and in consultation with physician Participating

Providers and a consensus of health care professionals who are Participating Providers. PROVIDER shall cooperate and participate in CIGNA Behavioral Health, Inc.'s efforts to comply with Medicare laws, regulations and CMS instructions and requirements relating to Medicare Participants and the Plan's contractual obligations to CMS, including applicable Medical Management Program guidelines reflecting these requirements, to the extent reasonably requested by CIGNA Behavioral Health, Inc.

d. Prior Authorization for Referrals

1. Except for emergency services, urgently needed care or as otherwise provided in the Medicare Participant's Group Services Agreement, prior authorization by CIGNA Behavioral Health, Inc. is required for payment of Covered Services rendered to Medicare Participants. All referrals shall be to Participating Providers, except for emergency services, urgently needed care, or in other cases where CIGNA Behavioral Health, Inc. specifically authorizes the referral or as otherwise required by law.
2. Except for emergency services or urgently needed care, PROVIDER shall obtain authorization from CIGNA Behavioral Health, Inc. prior to hospital admission of any Medicare Participant or delivery of outpatient services.

e. Audits/Record Retention

PROVIDER shall establish and comply with procedures that:

- i. Comply with all Federal and state laws regarding confidentiality and disclosure of a Medicare Participant's medical records and other health and enrollment information;
- ii. Safeguard the privacy of any information that identifies a particular Medicare Participant;
- iii. Specify for what purposes the information will be used by PROVIDER and to whom and for what purpose it will disclose the information;
- iv. Require such records and information be maintained in an accurate and timely manner;
- v. Ensure that medical records are released only in accordance with applicable Federal or state law or pursuant to court order or subpoena; and
- vi. Ensure timely access by Medicare Participants to the records and information that pertains to them.

PROVIDER shall allow CIGNA Behavioral Health, Inc. and any applicable state or federal regulatory authorities, including but not limited to the Department of Health and Human Services, the Comptroller General, CMS, and their designees, to inspect, evaluate and to conduct audits of PROVIDER books, contracts, medical records, patient care documentation, and other records relating to Medicare Participants. This right to inspect, evaluate and audit shall extend no less than ten (10) years from the later of: (i) the end of the final contract period during which the Plan holds a contract with CMS; (ii) the date of completion of any audit relating to those books and records by the Department of Health and Human Services, the Comptroller General, CMS or their designees; or (iii) such other date determined by CMS to be necessary. PROVIDER shall maintain records related to this Agreement for a period of at least ten (10) years from the later of the date of termination of this Agreement or audit described above.

f. Change in PROVIDER'S Licensure/Certification or Hospital Privileges Status

PROVIDER shall notify CIGNA Behavioral Health, Inc. immediately whenever there is a change in PROVIDER's licensure and/or certifications which are required under federal, state or local laws for the provision of Covered Services to Medicare Participants, or change in PROVIDER's hospital privileges status, whether at an CIGNA Behavioral Health, Inc. contracted facility or non-contracted facility.

g. Termination

1. Notwithstanding the termination provisions set forth in the Agreement, Section 14 may only be terminated as follows:
  - a. Immediately by CIGNA Behavioral Health, Inc. if CIGNA Behavioral Health, Inc. reasonably determines that continuation of the terms of Section 14 may negatively impact the care rendered to Medicare Participants; or
  - b. By CIGNA Behavioral Health, Inc. in the event that a risk arrangement between the Medicare Participant's HMO and CMS is terminated or not renewed effective on the date of such termination or nonrenewal.
2. Should a physician PROVIDER's participation be terminated, the affected physician PROVIDER shall be provided with written notice of the action and afforded an opportunity to request a hearing to appeal the action. The notice shall include: (i) the reason(s) for the action; (ii) the standards and the profiling data used to evaluate the affected PROVIDER (where applicable); (iii) the number and mix of health care professionals needed in the provider network (where applicable); and (iv) a statement of the affected PROVIDER's right to appeal the action and the process and timing for requesting a hearing. A majority of the hearing panel members for any hearing conducted under this paragraph shall be comprised of the peers of the affected PROVIDER.
3. Upon termination of Section 14, PROVIDER shall continue to provide Covered Services for specific conditions for which a Medicare Participant was under PROVIDER'S care at the time of such termination so long as the Medicare Participant retains eligibility under a Health Services Agreement, until the earlier completion of such services, CIGNA Behavioral Health, Inc.'s provision for the assumption of such treatment by another provider, or the expiration of twelve (12) months. PROVIDER shall be compensated for Covered Services provided to any such Medicare Contract Participant in accordance with the compensation arrangements under this Agreement until sixty (60) days following termination, and compensation thereafter for continued services authorized by CIGNA Behavioral Health, Inc. shall be as mutually agreed, but not at a rate greater than PROVIDER'S usual billed charges.
4. PROVIDER has no obligation under the Agreement to provide services to individuals who cease to be Medicare Participants.

h. Assignment and Subcontracting

Neither party shall assign to or contract with another party for the performance of any of its obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld.

i. Insurance

PROVIDER will procure and maintain adequate policies of comprehensive general liability, professional liability, workers' compensation and other insurance, in amounts deemed appropriate by CIGNA Behavioral Health, Inc. based on the PROVIDER's mode of practice/specialty, necessary to insure the PROVIDER against any claim or claims for damages arising out of personal injuries or death occasioned directly or indirectly in connection with the provision of services pursuant to this Agreement. If the professional liability insurance is written on a claims made basis, PROVIDER agrees to: (i) if this Agreement is terminated, to continue this insurance with the same or greater policy limits for a period of not less than five (5) years following termination; or (ii) if this claims made policy is terminated for whatever reason, procure and maintain "tail" coverage professional liability insurance at the same or greater policy limits as the primary professional liability policy for a period of not less than five (5) years following termination of the foregoing policy. PROVIDER will submit evidence of such coverage to CIGNA Behavioral Health, Inc. upon request, and will notify CIGNA Behavioral Health, Inc. at least thirty (30) days prior to the expiration, termination or material change in the coverages listed on the PROVIDER's Application. This provision shall survive the termination of this Agreement.

j. Non-Discrimination

PROVIDER will not discriminate against any Participant on the basis of membership in an HMO or other managed care arrangement, source of payment, race, ancestry, color, gender, sexual orientation, age, religion, marital status, national origin, handicap or health status in providing services under this Agreement. PROVIDER agrees to render Covered Services to Participants in the same manner and in accordance with the same standards and with the same time availability as offered to non-Participants and consistent with existing medical, ethical and legal requirements for providing continuity of care to any Participant.

k. Compensation

1. PROVIDER agrees to accept reimbursement from Payor in the amount set forth in Exhibit A and in accordance with this Agreement, its Exhibit(s) and the terms of the Medicare Participant's Plan as full payment for Covered Services rendered to such Participant. The rates set forth in Exhibit A shall apply to all Covered Services. Payor shall notify PROVIDER of the Copayment, Deductible, or Coinsurance, if any, which shall be charged to the Medicare Participant pursuant to the Medicare Participant's coverage under Medicare Participant's Plan.
2. PROVIDER shall submit an itemized bill for Covered Services personally rendered by PROVIDER on forms acceptable to Payor within sixty (60) days from the date of Covered Services being rendered. PROVIDER shall supply any additional information reasonably requested by CIGNA Behavioral Health, Inc. to verify that PROVIDER rendered Covered Services and the usual charges for such services. Payor may deny payment for claims not submitted within the sixty (60) days from the date of Covered Services being rendered, unless PROVIDER can

demonstrate to Payor's satisfaction that there was good cause for such delay. If, due to coordination of benefits, PROVIDER is unable to submit an itemized bill for Covered Services as required by Section 4 of the Agreement, PROVIDER shall not be deemed to be in default hereunder but shall submit an itemized bill for Covered Services as soon as reasonably possible after the completion of the coordination of benefits activities. Payor may deny payment for services that are not Covered Services, not Medically Necessary or if the Medicare Participant was not eligible for coverage of such Covered Services under the Plan.

3. CIGNA Behavioral Health, Inc. will make reasonable efforts to require Payor to make payment to PROVIDER within thirty (30) days of the receipt by CIGNA Behavioral Health, Inc. or its designee of a properly completed bill for Covered Services. Such payment period may be extended, however, if CIGNA Behavioral Health, Inc. or Payor, in good faith, requires additional time to investigate whether it is responsible for such billed services. PROVIDER agrees to refrain from duplicate billing within thirty (30) days after submitting a bill for Covered Services to CIGNA Behavioral Health, Inc. or its designee.
4. PROVIDER shall not submit claims for services, other than emergency or urgently needed services as defined in 42 CFR § 422.2, furnished to a Medicare Participant provided by any physician, as defined in section 1861(r)(1) of the Social Security Act, or practitioner, as defined in section 1842(b)(18)(C) of the Social Security Act, who has filed with the Medicare carrier an affidavit promising to furnish Medicare-covered services to Medicare beneficiaries only through private contracts with the beneficiaries under section 1802(b) of the Social Security Act.

l. PROVIDER Credentialing

1. PROVIDER shall be initially credentialed and recredentialed, at least every three (3) years, in accordance with 42 CFR § 422.204(b)(2).
2. Basic benefits must be provided through, or payments must be made to providers meeting the applicable requirements of title XVIII of the Social Security Act and part A of title XI of the Social Security Act. A provider of services, as defined in Section 1861(u) of the Social Security Act, must have a provider agreement with CMS permitting them to provide services under original Medicare.

m. Assessment/Treatment Plans

1. PROVIDER, if a physician, must identify, assess and establish treatment plans for Medicare Participants with complex or serious mental health and/or substance abuse conditions.
2. Medicare Participant's Plan shall use best efforts to perform an initial health assessment of a newly enrolled Medicare Participant within ninety (90) days of the effective date of enrollment with Plan.

n. Federal Funds

With respect to Medicare Participants, Plans and, in turn, CIGNA Behavioral Health, Inc. and PROVIDER receive compensation which is, in whole or in part, derived from federal



funds and, as such, Plans, CIGNA Behavioral Health, Inc. and PROVIDER are subject to those laws applicable to individuals and entities receiving federal funds. CIGNA Behavioral Health, Inc. and PROVIDER acknowledge that Plan is obligated to oversee and be accountable to CMS for the Covered Services provided and activities performed by PROVIDER for Medicare Participants pursuant to this Agreement. CIGNA Behavioral Health, Inc. and PROVIDER shall agree to comply with federal laws and regulations designed to prevent or ameliorate fraud, waste and abuse, including but not limited to, applicable provisions of federal criminal law, the False Claims Act (31 U.S.C. § 3279 et seq.) and the antikickback statute (section 1128B(b) of the Act); the HIPAA administrative simplification rules at 45 CFR parts 160, 162 and 164; and all laws applicable to recipients of federal funds.

o. Sanctioned Providers

PROVIDER shall not employ or contract with any individual who is excluded from participation in Medicare under section 1128 or 1128A of the Social Security Act, or with any entity that employs or contracts with such a provider for the provision of health care, utilization review, medical social work, or administrative services. PROVIDER shall notify CIGNA Behavioral Health, Inc. immediately in the event that PROVIDER is excluded from participating in Medicare under section 1128 or 1128A of the Social Security Act. PROVIDER shall further immediately notify CIGNA Behavioral Health, Inc. in the event that it or any of its Clinical Staff is criminally convicted or has a civil judgment entered against it or any of its Clinical Staff for fraudulent activities or is sanctioned under any Federal program involving the provisions of health or prescription drug services.

p. Access

PROVIDER shall provide timely access to care and member services with respect to Medicare Participants in accordance with the standards established by CMS, as modified from time to time. PROVIDER shall correct any deficiencies identified by CIGNA Behavioral Health, Inc. within thirty (30) days of receipt of notice of such deficiencies.

q. Services Performed Outside the United States

PROVIDER shall not perform or contract with any third parties to perform services outside of the United States as it relates to the services provided by PROVIDER under this Agreement with the prior written approval of the Plan, which must first obtain the written approval of CMS.

r. Medicare Advantage Participants Eligible for Medicaid

Medicare Advantage Participants eligible for Medicaid shall not be held liable for Medicare Parts A and B cost-sharing when the State is liable for the cost-sharing. PROVIDER shall either accept the Medicare Advantage payment as payment-in-full or bill the appropriate state Medicaid source for all Medicare Advantage cost-shares.


s. Limitations on Provider Indemnification

PROVIDER may not directly or indirectly indemnify CIGNA Behavioral Health, Inc. against any civil liability for damage caused to a Medicare Plan Participant as a result of CIGNA Behavioral Health, Inc.'s denial of medically necessary care to the Medicare Plan Participant.

IN WITNESS WHEREOF, the parties have executed this Agreement intending to be bound on and after 6-20-2018. (Effective Date to be completed by CIGNA Behavioral Health, Inc.)

PROVIDER HAS HAD ADEQUATE OPPORTUNITY TO HAVE THIS AGREEMENT REVIEWED BY COUNSEL OF PROVIDER'S CHOICE AND FULLY UNDERSTANDS THE TERMS OF THIS AGREEMENT.

PROVIDER  
Centria Healthcare LLC  
41521 W. 11 Mile Rd  
Novi, MI 48375

SIGNATURE: 

DATE: 6/14/18

CIGNA Behavioral Health, Inc.

NAME: Steve Brissett  
(Please Print)

SIGNATURE: 

DATE: 6-20-2018

Any notice to be sent to:

CIGNA Behavioral Health, Inc.  
Network Services  
11095 Viking Drive #350  
Eden Prairie, MN 55344

## **EXHIBIT A**

**Exhibit A - CIGNA Behavioral Health Maximum Reimbursement Rates**

**04/24/2017**

<b><u>Outpatient Services</u></b>	<b><u>CPT</u></b>	<b><u>Time</u></b>	<b><u>Fee</u></b>
BEHAVIOR IDENTIFICATION ASSESSMENT BY THE PHYSICIAN OR OTHER QUALIFIED HEALTH CARE	0359T		\$96.00
OBSERVATIONAL BEHAVIORAL FOLLOW-UP ASSESSMENT INCLUDES PHYSICIAN OR OTHER QUALIFIED	0360T		\$28.00
EACH ADDITIONAL 30 MINUTES OF TECHNICIAN TIME - FACE-TO-FACE WITH THE PATIENT	0361T		\$28.00
EXPOSURE BEHAVIORAL FOLLOW-UP ASSESSMENT INCLUDES PHYSICIAN OR OTHER QUALIFIED HE	0362T		\$46.00
EACH ADDITIONAL 30 MINUTES OF TECHNICIAN(S) TIME - FACE-TO-FACE WITH THE PATIENT	0363T		\$46.00
ADAPTIVE BEHAVIOR TREATMENT BY PROTOCOL, ADMINISTERED BY TECHNICIAN, FACE-TO-FACE W	0364T		\$28.00
EACH ADDITIONAL 30 MINUTES OF TECHNICIAN TIME	0365T		\$28.00
GROUP ADAPTIVE BEHAVIOR TREATMENT BY PROTOCOL, ADMINISTERED BY TECHNICIAN, FACE-TO	0366T		\$28.00
EACH ADDITIONAL 30 MINUTES OF TECHNICIAN TIME	0367T		\$28.00
ADAPTIVE BEHAVIOR TREATMENT WITH PROTOCOL MODIFICATION ADMINISTERED BY PHYSICIAN C	0368T		\$46.00
EACH ADDITIONAL 30 MINUTES OF PATIENT FACE-TO-FACE TIME	0369T		\$46.00
FAMILY ADAPTIVE BEHAVIOR TREATMENT GUIDANCE, ADMINISTERED BY PHYSICIAN OR OTHER QU	0370T		\$85.00
MULTIPLE-FAMILY GROUP ADAPTIVE BEHAVIOR TREATMENT GUIDANCE, ADMINISTERED BY PHYSIC	0371T		\$85.00
ADAPTIVE BEHAVIOR TREATMENT SOCIAL SKILLS GROUP, ADMINISTERED BY PHYSICIAN OR OTHER	0372T		\$45.00
EXPOSURE ADAPTIVE BEHAVIOR TREATMENT WITH PROTOCOL MODIFICATION REQUIRING TWO OR	0373T		\$85.00
EACH ADDITIONAL 30 MINUTES OF TECHNICIANS' TIME FACE-TO-FACE WITH PATIENT	0374T		\$46.00
OTHER SPECIFIED CASE MANAGEMENT SERVICE NOT ELSEWHERE CLASSIFIED	G9012		\$85.00

# Exhibit A - CIGNA Behavioral Health Maximum Reimbursement Rates

04/24/2017

<u>Outpatient Services</u>	<u>CPT</u>	<u>Time</u>	<u>Fee</u>
BEHAVIOR IDENTIFICATION ASSESSMENT, BY THE PHYSICIAN OR OTHER QUALIFIED HEALTH CARE P	0359T		\$101.00
OBSERVATIONAL BEHAVIORAL FOLLOW-UP ASSESSMENT, INCLUDES PHYSICIAN OR OTHER QUALIFI	0360T		\$30.00
EACH ADDITIONAL 30 MINUTES OF TECHNICIAN TIME, FACE-TO-FACE WITH THE PATIENT	0361T		\$30.00
EXPOSURE BEHAVIORAL FOLLOW-UP ASSESSMENT, INCLUDES PHYSICIAN OR OTHER QUALIFIED HE/	0362T		\$48.00
EACH ADDITIONAL 30 MINUTES OF TECHNICIAN(S) TIME, FACE-TO-FACE WITH THE PATIENT	0363T		\$48.00
ADAPTIVE BEHAVIOR TREATMENT BY PROTOCOL, ADMINISTERED BY TECHNICIAN, FACE-TO-FACE W	0364T		\$30.00
EACH ADDITIONAL 30 MINUTES OF TECHNICIAN TIME	0365T		\$30.00
GROUP ADAPTIVE BEHAVIOR TREATMENT BY PROTOCOL, ADMINISTERED BY TECHNICIAN, FACE-TO-	0366T		\$30.00
EACH ADDITIONAL 30 MINUTES OF TECHNICIAN TIME	0367T		\$30.00
ADAPTIVE BEHAVIOR TREATMENT WITH PROTOCOL MODIFICATION ADMINISTERED BY PHYSICIAN C	0368T		\$48.00
EACH ADDITIONAL 30 MINUTES OF PATIENT FACE-TO-FACE TIME	0369T		\$48.00
FAMILY ADAPTIVE BEHAVIOR TREATMENT GUIDANCE, ADMINISTERED BY PHYSICIAN OR OTHER QU	0370T		\$90.00
MULTIPLE-FAMILY GROUP ADAPTIVE BEHAVIOR TREATMENT GUIDANCE, ADMINISTERED BY PHYSIC	0371T		\$90.00
ADAPTIVE BEHAVIOR TREATMENT SOCIAL SKILLS GROUP, ADMINISTERED BY PHYSICIAN OR OTHER	0372T		\$60.00
EXPOSURE ADAPTIVE BEHAVIOR TREATMENT WITH PROTOCOL MODIFICATION REQUIRING TWO OR	0373T		\$90.00
EACH ADDITIONAL 30 MINUTES OF TECHNICIANS' TIME FACE-TO-FACE WITH PATIENT	0374T		\$48.00
OTHER SPECIFIED CASE MANAGEMENT SERVICE NOT ELSEWHERE CLASSIFIED	G9012		\$90.00

# Exhibit A - CIGNA Behavioral Health Maximum Reimbursement Rates

05/15/2017

<u>Inpatient Services</u>	<u>CPT</u>	<u>Time</u>	<u>Fee</u>
ELECTROCONVULSIVE THERAPY (INCLUDES NECESSARY MONITORING)	90870		\$158.00
OBSERVATION CARE DISCHARGE DAY MANAGEMENT (THIS CODE IS TO BE UTILIZED TO REPORT ALL	99217		\$77.71
INITIAL OBSERVATION CARE, PER DAY, FOR THE EVALUATION AND MANAGEMENT OF A PATIENT W	99218		\$74.12
INITIAL OBSERVATION CARE, PER DAY, FOR THE EVALUATION AND MANAGEMENT OF A PATIENT, W	99219		\$123.26
INITIAL OBSERVATION CARE, PER DAY, FOR THE EVALUATION AND MANAGEMENT OF A PATIENT, W	99220		\$173.21
INITIAL HOSPITAL CARE, PER DAY, FOR THE EVALUATION AND MANAGEMENT OF A PATIENT, WHICH	99221	30 MIN	\$78.00
INITIAL HOSPITAL CARE, PER DAY, FOR THE EVALUATION AND MANAGEMENT OF A PATIENT, WHICH	99222	50 MIN	\$124.06
INITIAL HOSPITAL CARE, PER DAY, FOR THE EVALUATION AND MANAGEMENT OF A PATIENT, WHICH	99223	70 MIN	\$172.17
SUBSEQUENT HOSPITAL CARE, PER DAY, FOR THE EVALUATION AND MANAGEMENT OF A PATIENT, A	99231	15 MIN	\$38.00
SUBSEQUENT HOSPITAL CARE, PER DAY, FOR THE EVALUATION AND MANAGEMENT OF A PATIENT, A	99232	25 MIN	\$63.00
SUBSEQUENT HOSPITAL CARE, PER DAY, FOR THE EVALUATION AND MANAGEMENT OF A PATIENT, A	99233	35 MIN	\$132.00
OBSERVATION OR INPATIENT HOSPITAL CARE, FOR THE EVALUATION AND MANAGEMENT OF A PATI	99234		\$149.68
OBSERVATION OR INPATIENT HOSPITAL CARE, FOR THE EVALUATION AND MANAGEMENT OF A PATI	99235		\$196.39
OBSERVATION OR INPATIENT HOSPITAL CARE, FOR THE EVALUATION AND MANAGEMENT OF A PATI	99236		\$244.69
HOSPITAL DISCHARGE DAY MANAGEMENT; 30 MINUTES OR LESS	99238	< 30 MIN	\$77.07
HOSPITAL DISCHARGE DAY MANAGEMENT; MORE THAN 30 MINUTES	99239	30+ MIN	\$105.21
INPATIENT CONSULTATION FOR A NEW OR ESTABLISHED PATIENT, WHICH REQUIRES THESE 3 KEY C	99251	20 MIN	\$40.72
INPATIENT CONSULTATION FOR A NEW OR ESTABLISHED PATIENT, WHICH REQUIRES THESE 3 KEY C	99252	40 MIN	\$81.21
INPATIENT CONSULTATION FOR A NEW OR ESTABLISHED PATIENT, WHICH REQUIRES THESE 3 KEY C	99253	55 MIN	\$110.13
INPATIENT CONSULTATION FOR A NEW OR ESTABLISHED PATIENT, WHICH REQUIRES THESE 3 KEY C	99254	80 MIN	\$156.42
INPATIENT CONSULTATION FOR A NEW OR ESTABLISHED PATIENT, WHICH REQUIRES THESE 3 KEY C	99255	110 MIN	\$215.69
INITIAL NURSING FACILITY CARE, PER DAY, FOR THE EVALUATION AND MANAGEMENT OF A PATIEN	99304		\$71.93
INITIAL NURSING FACILITY CARE, PER DAY, FOR THE EVALUATION AND MANAGEMENT OF A PATIEN	99305		\$95.72
INITIAL NURSING FACILITY CARE, PER DAY, FOR THE EVALUATION AND MANAGEMENT OF A PATIEN	99306		\$118.31
SUBSEQUENT NURSING FACILITY CARE, PER DAY, FOR THE EVALUATION AND MANAGEMENT OF A P	99307		\$40.00
SUBSEQUENT NURSING FACILITY CARE, PER DAY, FOR THE EVALUATION AND MANAGEMENT OF A P	99308		\$61.43
SUBSEQUENT NURSING FACILITY CARE, PER DAY, FOR THE EVALUATION AND MANAGEMENT OF A P	99309		\$86.81
NURSING FACILITY DISCHARGE DAY MANAGEMENT; 30 MINUTES OR LESS	99315	< 30 MIN	\$67.38
NURSING FACILITY DISCHARGE DAY MANAGEMENT; MORE THAN 30 MINUTES	99316	30+ MIN	\$88.76
<u>Outpatient Services</u>	<u>CPT</u>	<u>Time</u>	<u>Fee</u>
DRUG TEST(S), PRESUMPTIVE, ANY NUMBER OF DRUG CLASSES; ANY NUMBER OF DEVICES OR PROC	80305		\$15.00
DRUG TEST(S), PRESUMPTIVE, ANY NUMBER OF DRUG CLASSES, QUALITATIVE, ANY NUMBER OF DEV	80306		\$20.00
PSYCHIATRIC DIAGNOSTIC EVALUATION	90791		\$163.01
PSYCHIATRIC DIAGNOSTIC EVALUATION WITH MEDICAL SERVICES	90792		\$163.01
PSYCHOTHERAPY, 30 MINUTES WITH PATIENT AND/OR FAMILY MEMBER	90832		\$70.24
PSYCHOTHERAPY, 30 MINUTES WITH PATIENT AND/OR FAMILY MEMBER WHEN PERFORMED WITH A	90833		\$38.00
PSYCHOTHERAPY, 45 MINUTES WITH PATIENT AND/OR FAMILY MEMBER	90834		\$105.22
PSYCHOTHERAPY, 45 MINUTES WITH PATIENT AND/OR FAMILY MEMBER WHEN PERFORMED WITH A	90836		\$62.00
PSYCHOTHERAPY, 60 MINUTES WITH PATIENT AND/OR FAMILY MEMBER	90837		\$157.03
PSYCHOTHERAPY, 60 MINUTES WITH PATIENT AND/OR FAMILY MEMBER WHEN PERFORMED WITH A	90838		\$101.00
PSYCHOTHERAPY FOR CRISIS; FIRST 60 MINUTES	90839		\$247.32
FAMILY PSYCHOTHERAPY (WITHOUT THE PATIENT PRESENT)	90846		\$105.00
FAMILY PSYCHOTHERAPY (CONJOINT PSYCHOTHERAPY) (WITH PATIENT PRESENT)	90847		\$124.81
MULTIPLE-FAMILY GROUP PSYCHOTHERAPY	90849		\$65.00
GROUP PSYCHOTHERAPY (OTHER THAN OF A MULTIPLE-FAMILY GROUP)	90853		\$65.00
INDIVIDUAL PSYCHOPHYSIOLOGICAL THERAPY INCORPORATING BIOFEEDBACK TRAINING BY ANY 1	90875	20-30 MIN	\$76.93
INDIVIDUAL PSYCHOPHYSIOLOGICAL THERAPY INCORPORATING BIOFEEDBACK TRAINING BY ANY 2	90876	45-50 MIN	\$112.55
HYPNOTHERAPY	90880		\$132.81
ENVIRONMENTAL INTERVENTION FOR MEDICAL MANAGEMENT PURPOSES ON A PSYCHIATRIC PATH	90882		\$105.00
INTERPRETATION OR EXPLANATION OF RESULTS OF PSYCHIATRIC, OTHER MEDICAL EXAMINATIONS	90887		\$63.00
BIOFEEDBACK TRAINING BY ANY MODALITY	90901		\$105.00

**Exhibit A - CIGNA Behavioral Health Maximum Reimbursement Rates**

**05/15/2017**

**Outpatient Services**

	<b><u>CPT</u></b>	<b><u>Time</u></b>	<b><u>Fee</u></b>
PSYCHOLOGICAL TESTING (INCLUDES PSYCHODIAGNOSTIC ASSESSMENT OF EMOTIONALITY, INTELLIGENCE, AND PERSONALITY)	96101	60 MIN	\$104.26
PSYCHOLOGICAL TESTING (INCLUDES PSYCHODIAGNOSTIC ASSESSMENT OF EMOTIONALITY, INTELLIGENCE, AND PERSONALITY)	96102	60 MIN	\$50.00
PSYCHOLOGICAL TESTING (INCLUDES PSYCHODIAGNOSTIC ASSESSMENT OF EMOTIONALITY, INTELLIGENCE, AND PERSONALITY)	96103	60 MIN	\$30.51
NEUROBEHAVIORAL STATUS EXAM (CLINICAL ASSESSMENT OF THINKING, REASONING AND JUDGMENT)	96116	60 MIN	\$124.97
NEUROPSYCHOLOGICAL TESTING (E.G. HALSTEAD-REITAN NEUROPSYCHOLOGICAL BATTERY, WECHSLER MEMORIAL SCALE)	96118	60 MIN	\$147.34
NEUROPSYCHOLOGICAL TESTING (E.G. HALSTEAD-REITAN NEUROPSYCHOLOGICAL BATTERY, WECHSLER MEMORIAL SCALE)	96119	60 MIN	\$81.08
NEUROPSYCHOLOGICAL TESTING (E.G. WISCONSIN CARD SORTING TEST), ADMINISTERED BY A COMPREHENSIVE	96120	60 MIN	\$85.00
OFFICE OR OTHER OUTPATIENT VISIT FOR THE EVALUATION AND MANAGEMENT OF A NEW PATIENT	99201		\$40.38
OFFICE OR OTHER OUTPATIENT VISIT FOR THE EVALUATION AND MANAGEMENT OF A NEW PATIENT	99202		\$71.34
OFFICE OR OTHER OUTPATIENT VISIT FOR THE EVALUATION AND MANAGEMENT OF A NEW PATIENT	99203		\$107.16
OFFICE OR OTHER OUTPATIENT VISIT FOR THE EVALUATION AND MANAGEMENT OF A NEW PATIENT	99204		\$150.99
OFFICE OR OTHER OUTPATIENT VISIT FOR THE EVALUATION AND MANAGEMENT OF A NEW PATIENT	99205		\$191.63
OFFICE OR OTHER OUTPATIENT VISIT FOR THE EVALUATION AND MANAGEMENT OF AN ESTABLISHED	99211		\$23.30
OFFICE OR OTHER OUTPATIENT VISIT FOR THE EVALUATION AND MANAGEMENT OF AN ESTABLISHED	99212		\$42.37
OFFICE OR OTHER OUTPATIENT VISIT FOR THE EVALUATION AND MANAGEMENT OF AN ESTABLISHED	99213		\$57.01
OFFICE OR OTHER OUTPATIENT VISIT FOR THE EVALUATION AND MANAGEMENT OF AN ESTABLISHED	99214		\$89.57
OFFICE OR OTHER OUTPATIENT VISIT FOR THE EVALUATION AND MANAGEMENT OF AN ESTABLISHED	99215		\$130.61
OFFICE CONSULTATION FOR A NEW OR ESTABLISHED PATIENT, WHICH REQUIRES THESE 3 KEY COMPONENTS	99241	15 MIN	\$55.92
OFFICE CONSULTATION FOR A NEW OR ESTABLISHED PATIENT, WHICH REQUIRES THESE 3 KEY COMPONENTS	99242	30 MIN	\$102.64
OFFICE CONSULTATION FOR A NEW OR ESTABLISHED PATIENT, WHICH REQUIRES THESE 3 KEY COMPONENTS	99243	40 MIN	\$136.64
OFFICE CONSULTATION FOR A NEW OR ESTABLISHED PATIENT, WHICH REQUIRES THESE 3 KEY COMPONENTS	99244	60 MIN	\$191.13
OFFICE CONSULTATION FOR A NEW OR ESTABLISHED PATIENT, WHICH REQUIRES THESE 3 KEY COMPONENTS	99245	80 MIN	\$247.32
HOME VISIT FOR THE EVALUATION AND MANAGEMENT OF A NEW PATIENT, WHICH REQUIRES THESE 3 KEY COMPONENTS	99341	20 MIN	\$64.07
HOME VISIT FOR THE EVALUATION AND MANAGEMENT OF A NEW PATIENT, WHICH REQUIRES THESE 3 KEY COMPONENTS	99342	30 MIN	\$94.18
HOME VISIT FOR THE EVALUATION AND MANAGEMENT OF A NEW PATIENT, WHICH REQUIRES THESE 3 KEY COMPONENTS	99343	45 MIN	\$137.16
HOME VISIT FOR THE EVALUATION AND MANAGEMENT OF A NEW PATIENT, WHICH REQUIRES THESE 3 KEY COMPONENTS	99344	60 MIN	\$179.73
HOME VISIT FOR THE EVALUATION AND MANAGEMENT OF A NEW PATIENT, WHICH REQUIRES THESE 3 KEY COMPONENTS	99345	75 MIN	\$222.31
HOME VISIT FOR THE EVALUATION AND MANAGEMENT OF AN ESTABLISHED PATIENT, WHICH REQUIRES THESE 3 KEY COMPONENTS	99347	15 MIN	\$50.00
HOME VISIT FOR THE EVALUATION AND MANAGEMENT OF AN ESTABLISHED PATIENT, WHICH REQUIRES THESE 3 KEY COMPONENTS	99348	25 MIN	\$78.92
HOME VISIT FOR THE EVALUATION AND MANAGEMENT OF AN ESTABLISHED PATIENT, WHICH REQUIRES THESE 3 KEY COMPONENTS	99349	40 MIN	\$121.90
HOME VISIT FOR THE EVALUATION AND MANAGEMENT OF AN ESTABLISHED PATIENT, WHICH REQUIRES THESE 3 KEY COMPONENTS	99350	60 MIN	\$179.73
PREVENTIVE MEDICINE COUNSELING AND/OR RISK FACTOR REDUCTION INTERVENTION(S) PROVIDED	99404		\$105.00
ORAL MEDICATION ADMINISTRATION, DIRECT OBSERVATION	H0033		\$242.55
	<b><u>CPT</u></b>	<b><u>Time</u></b>	<b><u>Fee</u></b>
INTERACTIVE COMPLEXITY (LIST SEPARATELY IN ADDITION TO THE CODE FOR PRIMARY PROCEDURE)	90785		\$4.30
THERAPEUTIC REPETITIVE TRANSCRANIAL MAGNETIC STIMULATION (TMS) TREATMENT; INITIAL, IN	90867		\$274.00
THERAPEUTIC REPETITIVE TRANSCRANIAL MAGNETIC STIMULATION (TMS) TREATMENT; SUBSEQUENT	90868		\$193.00
THERAPEUTIC REPETITIVE TRANSCRANIAL MAGNETIC STIMULATION (TMS) TREATMENT; SUBSEQUENT	90869		\$242.00
THERAPEUTIC, PROPHYLACTIC, OR DIAGNOSTIC INJECTION (SPECIFY SUBSTANCE, OR DRUG, SUBCUTANEOUS)	96372		\$25.00

**EXHIBIT B**

**Facilities**

**Centria Healthcare LLC**

41521 W. 11 Mile Rd  
Novie, MI 48375



**EXHIBIT C**  
**PLANS by Type of Business**

All CIGNA Behavioral Health, Inc. Types of Business, which includes

1. Health Maintenance Organizations
2. Preferred Provider Organizations
3. Third-Party Administrators
4. Self-Insured Employers
5. Employee Assistance Programs
6. Disability Management Programs
7. **Customer-Specific Network(s) of Participating Providers**