

Fiscal Year 2025 Contractual Agreement

BETWEEN

LifeWays

AND

Centria Healthcare, LLC

For the purpose of:
Applied Behavioral Analysis

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FY2024 AGREEMENT FOR APPLIED BEHAVIORAL ANALYSIS

THIS AGREEMENT FOR PROVIDER SERVICES (this “Agreement”) is made and entered into on 10/1/2024, by and between Jackson-Hillsdale Community Mental Health Board - LifeWays, whose administrative office address is 1200 N West Ave.; Jackson, MI 49202 (hereinafter referred to as the “PAYOR” or “CMHSP,” and Centria Healthcare, LLC, (hereinafter referred to as the “PROVIDER”).

Whereas, the CMHSP was established by the Board(s) of Commissioners of Jackson and Hillsdale Counties pursuant to Act 258 of the Public Acts of 1974, as amended (referred to as the "Mental Health Code");

Whereas, under Section 204(b)(1) of Act 258 of the Public Acts of 1974, as amended, MCL 330.1001 *et seq.*, (referred to as the "Mental Health Code"), Arenac, Bay, Clare, Clinton, Eaton, Gladwin, Gratiot, Hillsdale, Huron, Ingham, Ionia, Isabella, Jackson, Mecosta, Midland, Montcalm, Newaygo, Osceola, Saginaw, Shiawassee, and Tuscola Counties entered into a Regional Entity arrangement for the purpose of the preparation, submission, and implementation of an Application for Participation to the MDHHS for a Medicaid Prepaid Inpatient Health Plan (PIHP); and

Whereas, pursuant to the Bylaws dated June 13, 2013, established under Section 204(b) of the Mental Health Code, the Regional Entity is known as the Mid-State Health Network (MSHN) and is designated by the CMHSPs as constituted under the Mental Health Code, to

be the Medicaid PIHP; and

Whereas, the MDHHS approved the 2013 Application for Participation and MSHN as the PIHP to contractually manage the Specialty Services Waiver Program(s) and the Supports Waiver Program(s) approved by the federal government and implemented concurrently by the State of Michigan in the designated services area of the Arenac, Bay, Clare, Clinton, Eaton, Gladwin, Gratiot, Hillsdale, Huron, Ingham, Ionia, Isabella, Jackson, Mecosta, Midland, Montcalm, Newaygo, Osceola, Saginaw, Shiawassee, and Tuscola Counties (the "Service Area") and the MDHHS entered into, effective January 1, 2014, a MDHHS/PIHP Managed Specialty Supports and Services Contract (referred to as the "MDHHS/PIHP Master Contract for Medicaid Funds") with MSHN for the provision of Medicaid mental health and substance abuse services and supports; and

Whereas, MSHN entered into, effective January 1, 2013, a PIHP/CMHSP Medicaid Subcontracting Agreement with the CMHSP whereby the PIHP subcontracts to the CMHSP, as a Specialty Services PROVIDER, to provide the Medicaid mental health specialty supports and services to Medicaid eligible within the CMHSP's specific County in said PIHP Medicaid services area; and

Whereas, under the authority granted by Section 116 (2)(b) and 3(e) and Section 228 of the Mental Health Code, the Michigan Department of Health and Human Services (referred to as the "MDHHS") entered into, effective October 1, 2014, a MDHHS/CMHSP Managed Mental Health Supports and Services Contract for General Funds (referred to as the "MDHHS/CMHSP Master Contract for General Funds") with the CMHSP of the applicable County; and

Whereas, given all of the above, the CMHSP, at its discretion, has the right to direct-operate and/or contract for supports and services to persons who meet the supports/services eligibility criteria in the service area of the applicable county. The PAYOR's service area for the purposes hereunder is Jackson and Hillsdale Counties; and

Whereas, CMHSP is, from time to time, in need of Applied Behavioral Analysis services, under a contractual arrangement, from a qualified, licensed facility for an eligible person who meets the supports/services eligibility criteria; and

Whereas, PROVIDER desires to render certain services more specifically set forth and pursuant to the terms and conditions of this Agreement in the **Statement of Work**.

Now, therefore, in consideration of the above and in consideration of the mutual covenants contained, it is agreed by the PAYOR and the PROVIDER as follows:

CONTRACTUAL PROVISIONS

1. Authority

- a. This Agreement is entered into pursuant to the authority granted to the PAYOR listed under the Mental Health Code. This Agreement is in accordance with the rules, regulations, and standards (referred to as the "MDHHS Administrative Rules") of the MDHHS adopted and promulgated in accordance with the Mental Health Code.
- b. This Agreement is in accordance with the requirements of the Balanced Budget Act of 1997 (BBA), as amended, and BBA final rules, regulations, and standards, and with the requirements of the applicable State and Federal programs. This Agreement is in accordance with the standards as contained in the aforementioned Application for Participation (AFP) as they pertain to the provisions of specialty services to Medicaid

eligible, and the plans of correction and subsequent plans of correction submitted by the PIHP and approved by the MDHHS, and any stated conditions, as reflected in the MDHHS approval of the application, unless prohibited by federal or State law.

- c. The Mental Health Code, the MDHHS Rules, the MDHHS/CMHSP Master Contract for General Funds, and the MDHHS/PIHP Master Contract for Medicaid Funds, the PIHP/CMHSP Medicaid Subcontracting agreement, and applicable State and federal laws shall govern the expenditure of funds and provisions of services hereunder and govern in any area not specifically covered by this Agreement.

2. PROVIDER'S SERVICES AND RESPONSIBILITIES

- a. The PROVIDER shall perform services hereunder at PAYOR-authorized service sites during this Agreement. The PROVIDER may have access to the PAYOR's service site(s) and temporary service space therein, if approved by the PAYOR's CEO, or CEO's designee, in order to perform services hereunder. The PROVIDER shall furnish and utilize the PROVIDER's own equipment, tools, materials, and supplies that the PROVIDER deems necessary to perform the supports/services hereunder. Provider shall not offer hours of operation that are less than the hours of operation offered to commercial members or not comparable to Medicaid fee-for-service (FFS), if the provider serves only Medicaid members.
- b. The PROVIDER shall exercise independent control over the PROVIDER's services rendered under this Agreement, including the manner or methods of services, service duties or tasks, and the professional procedures thereof.
- c. The PROVIDER shall provide the services hereunder in keeping with final results of services, deadlines for final results of services, and applicable schedules of services, as authorized by the PAYOR's CEO or the CEO's designated representative.
- d. The scheduling and amounts of service units which the PROVIDER shall render hereunder shall be flexible during the period of this Agreement and shall be subject to case-to-case assessments by the PAYOR's CEO or the CEO's designated representative on the need of the PROVIDER's services for the CONSUMERS(s) and their extent and the service scheduling requirements thereof. The PROVIDER is not guaranteed under this Agreement a minimum number of CONSUMER cases, CONSUMER appointments, or CONSUMERS to be served. The PAYOR does not guarantee to the PROVIDER hereunder either the scheduling of or the performing of a minimum amount of service units and/or hours of contractual services daily, weekly, monthly, or annually during the period of this Agreement.
- e. Services performed by the PROVIDER for a CONSUMER under this Agreement must be in direct accordance with the written Individual Plan of Services of said CONSUMER as developed through a person-centered planning process in a PAYOR-authorized supports/services planning meeting.
- f. The PROVIDER shall complete services and documentation and records thereof that meet the PAYOR's requirements hereunder for reimbursement by the PAYOR. The PROVIDER's services and documentation/records thereof shall comply with the standards of the PAYOR, the MDHHS, an applicable licensing Department or Agency of the State of Michigan, Medicaid and Medicare regulations and/or any third party reimbursors. The PROVIDER shall maintain complete and accurate records of all services provided under this Agreement in such form and submit them to the PAYOR

at such time as may be required by the PAYOR's CEO or the CEO's designated representative(s).

- g. The PROVIDER's designated representative(s) shall, from time to time, as may be required, meet with the designated representative(s) of the PAYOR's CEO to discuss the CONSUMER(s) being served and/or the services required under this Agreement. The PROVIDER shall not be responsible for supervising any employees of the PAYOR or any work of any employees of the PAYOR pursuant to this Agreement.

3. Term and Termination

- a. **Term:** The initial term on this Agreement shall be for a one (1) year period commencing on October 1, 2024 and ending on September 30, 2025 (the "Initial Term"), unless it is sooner amended to revise the term, terminated in accordance with its terms or replaced by execution of a new Agreement between the parties. Notwithstanding the foregoing (i) the Initial Term of this Agreement may be extended by mutual agreement of the parties for a period of no more than one (1) year (the Renewal Term); and (ii) PAYOR may extend the Initial Term or Renewal Term for a period of one hundred eighty (180) days, provided that such extension shall be at the sole option of PAYOR and shall be made effective upon notice from the PAYOR Contracts and Procurement Department to the PROVIDER of its intent to extend this Agreement. Such Notice shall be sent by the PAYOR Contracts and Procurement Department not less than thirty (30) calendar days prior to the expiration of the Initial Term.

b. **Termination:**

1. This Agreement may be terminated by either party at any time, with or without cause, upon sixty (60) days' prior written notice to the other party.
2. Either party may terminate this Agreement if the other party materially breaches this Agreement, and such breach is not cured within sixty (60) days after the breaching party receives from the non-breaching party written notice specifying the claimed material breach and including sufficient factual detail to permit the breaching party to clearly identify and investigate the claimed breach.
3. Anything in this Agreement to the contrary notwithstanding, PAYOR may terminate this Agreement effective immediately upon written notice to the PROVIDER in the event of any of the following:
 - i. a serious violation of this Agreement by the PROVIDER including but not limited to any violation that places the life or safety of any individual served in jeopardy;
 - ii. the PROVIDER fails to maintain all licenses, certifications, permits, accreditations, certificates of authority or registrations required by law;
 - iii. the PROVIDER is excluded, suspended, or terminated from any federal program or any state or federal health care program;
 - iv. the PROVIDER is convicted of or pleads no contest to a felony of any kind, or a misdemeanor related directly or indirectly to the provision of health care services;
 - v. the PROVIDER is required to terminate this Agreement pursuant to the directive of an applicable regulatory agency;
 - vi. the PROVIDER files a certificate of dissolution;
 - vii. any insurance required by this Agreement to be maintained by the PROVIDER is terminated or reduced below the minimum

- levels required by this Agreement without immediate replacement by insurance of the type and levels required by this Agreement;
- viii. the PROVIDER applies for or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its assets, or files a petition or an answer seeking reorganization or to otherwise take advantage of any insolvency law;
 - ix. the PROVIDER files a voluntary petition in bankruptcy, admits in writing its inability to pay its debts as they become due, or makes a general assignment for the benefit of creditors;
 - x. the PROVIDER is adjudicated bankrupt or insolvent by a court of competent jurisdiction or is the subject of such a court's order, judgment or decree approving a petition seeking its reorganization; or
 - xi. Provided, however, that the PROVIDER shall be required to continue furnish Agreemented Services to individuals served will have timely access to medically necessary services and appropriate continuity of care.
- c. Upon the expiration or termination of this Agreement for any reason, the PROVIDER shall cooperate with PAYOR in the orderly transfer of individuals to other providers so that individuals served will have timely access to medically necessary services and appropriate continuity of care.
- d. No expiration or termination of this Agreement shall affect the obligations of either party under this Agreement accruing prior to such expiration or termination if such obligations remain unsatisfied at the date of expiration or termination. If either party breaches this Agreement, the other party's termination of the Agreement for that reason shall not limit such other party's rights to obtain damages or enforcement of those obligations which continue after termination.
- e. Immediately upon expiration or termination of this Agreement (and/or to the extent of the partial expiration or termination of this Agreement i.e. , termination or expiration of any service site or any type of service provided under this Agreement while the remainder of the Agreement remains intact), the PROVIDER shall:
- 1. Cooperate and supply PAYOR with any information necessary for the reimbursement of outstanding Medicaid or private third-party insurer claims arising out of services provided under this Agreement and billed to Medicaid or a private insurer;
 - 2. Complete and submit to PAYOR all outstanding documentation, which shall require, among other things: (i) ensuring that all documentation is properly signed, as required; (ii) completing all required LEO entries and discharge summaries; and (iii) submitting all reports required by this Agreement and/or applicable law for the final monthly/quarterly/annual reporting period (e.g. financial , compliance, etc.);
 - 3. Surrender to PAYOR copies of any records of relevant individuals served, any medications prescribed to and owned by such individuals, all personal property including personal funds (unless the PROVIDER is payee of the individual served) belonging to such individuals, and all PAYOR funds held by the PROVIDER that are not obligated in the performance of this Agreement; and
 - 4. Ensure the orderly wrap-up of all other administrative aspects of the PROVIDER's relationship with PAYOR, which shall require, among other things, ensuring that LEO access is terminated for the PROVIDER and

PROVIDER staff.

4. Funding

- a. This Agreement is contingent upon receipt by PAYOR of sufficient federal, state and local funds, upon the terms and conditions of such funding as appropriated, authorized and amended, upon continuation of such funding, and collections of CONSUMER fees and third party reimbursements, as applicable. In the event that circumstances occur that are not reasonably foreseeable, or are beyond the control of the PAYOR, that reduce or otherwise interfere with its ability to provide or maintain specified services or operational procedures for its service area, the PAYOR shall provide immediate notice to the PROVIDER if it would result in any reduction of the funding upon which this Agreement is contingent. The PAYOR shall not refer CONSUMERS to the PROVIDER, without concurrence of the PROVIDER, for treatment hereunder if any such reduction in funding would not enable the PAYOR to meet its financial obligations hereunder for payments to the PROVIDER for such services, as applicable. It is expressly understood that the PAYOR and Medicaid will be the payor of last resort.

5. Relationship of the Parties

- a. In performing its responsibilities under this Agreement, it is expressly understood and agreed that the PROVIDER's relationship to the PAYOR is that of an independent contractor. This Agreement shall not be construed to establish any principal/agent relationship between the PAYOR and the PROVIDER.
- b. It is expressly understood and agreed by the PROVIDER that the MDHHS and the State of Michigan are not parties to, nor responsible for any payments under this Agreement and that neither the MDHHS nor the State of Michigan is party to any employer/employee relationship of the PROVIDER.
- c. It is expressly understood and agreed by the PROVIDER that its officers, employees, servants and agents and subcontractors providing services pursuant to this Agreement shall not in any way be deemed to be or hold themselves out as the employees, servants or agents of the PAYOR. The PROVIDER's officers, employees, servants, subcontractors and agents shall not be entitled to any fringe benefits from the PAYOR such as, but not limited to, health and accident insurance, life insurance, longevity, economic increases, or paid vacation and sick leave.
- d. The PROVIDER shall be responsible for paying all salaries, wages, or other compensation due its staff psychiatrists, employees, servants, agents and subcontractors performing services under this Agreement, and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes, to the proper federal, state and local governments. The PROVIDER shall carry worker's compensation coverage and unemployment insurance coverage for its staff psychiatrists and other employees and agents as required by law and shall require the same of its subcontractors and shall provide the PAYOR with proof of said coverage. PROVIDER will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and sub-contractors.

6. Relationships with Other Contractors of the PAYOR

- a. The relationship of the PROVIDER, pursuant to this Agreement, with other contractors of the PAYOR shall be that of independent contractor. The PROVIDER, in performing its duties and responsibilities under this Agreement, shall fully cooperate with the

other contractors of the PAYOR. The PAYOR's requirements of such cooperation shall not interfere with the PROVIDER's performance of services required under this Agreement.

7. Subcontracting

- a. PROVIDER shall not delegate this Agreement. PROVIDER shall not subcontract any services to be provided under this Agreement without the PAYOR's express written approval. In the event the PAYOR allows the PROVIDER to subcontract, the PAYOR retains the right to review, approve, and monitor any subcontracts or any subcontractor's compliance with this Agreement and all applicable laws and regulations.
- b. Any subcontract approved by PAYOR shall not terminate the PROVIDER's legal responsibilities under this Agreement. All subcontracts that may be approved by the PAYOR must be (a) in writing, (b) specify the activities and/or report responsibilities delegated to the subcontractor, (c) provide for revocation of delegation and/or imposition of sanctions if the subcontractor's performance is inadequate, (d) provide for monitoring, including site review, of the subcontractor by the PAYOR or its designee, and (e) provide for the requirement to comply with the corrective action requirements of the PAYOR or designee.
- c. The PROVIDER may subcontract for the provision of any of the services specified in this Agreement including contracts for administrative and financial management, and data processing. The PROVIDER shall be held solely and fully responsible to execute all provisions of this Agreement, whether or not said provisions are directly pursued by the PROVIDER or pursued by the PROVIDER through a subcontract vendor. The PROVIDER shall ensure that all subcontract arrangements clearly specify the type of services being purchased. Subcontracts shall ensure that the PAYOR and the MDHHS are not parties to the contract and therefore not a party to any employer/employee relationship with the subcontractor of the PROVIDER. Subcontracts entered into by the PROVIDER shall address such provisions as the PROVIDER deems necessary for the development of the service delivery system and shall include standard terms and conditions as MDHHS may develop.

8. Assignment

- a. PROVIDER shall not assign this Agreement without the express written consent of the PAYOR. *Notwithstanding the foregoing, provided notice is given to the other party, either party may assign its rights and obligations under this agreement without the other party's prior written consent to a successor entity (in whole or part) in connection with an internal reorganization, whether through conversion, merger, or otherwise.*

9. Business Records, Maintenance of Records & Audits

- a. **Financial Review:** The PROVIDER shall submit, upon request of the PAYOR, financial statements and related reports and schedules that accurately reflect the financial position of the PROVIDER. PROVIDER must submit, upon request of the PAYOR, its financial statements and supporting reports and schedules as presented to its governance authority. The PAYOR reserves the right to require the PROVIDER to secure an independent financial audit.
- b. **Accounting and Internal Controls:** PROVIDER shall ensure its accounting procedures and internal financial controls conform to generally accepted accounting

principles in order that the costs allowed by this Agreement can be readily ascertained and expenditures verified there from.

- c. **Access to Books and Records:** The PAYOR, the MDHHS and the State of Michigan or their designated representatives shall be allowed to review, copy and/or audit all financial records, licensure, accreditation and certification reports and to review and/or audit all clinical service records of the PROVIDER pertaining to performance of this Agreement, to the full extent permitted by applicable Federal and State law. Refusal to allow the PAYOR, the MDHHS or the State of Michigan or their designated representative(s) access to said records for the above-stated purposes shall constitute a material breach of this Agreement for which the PAYOR may exercise any of its remedies available at law or in equity, including, but not limited to, the immediate termination of this Agreement. Clinical records and financial records and supporting documentation must be retained by the PROVIDER and be available for audit purposes as required by State Law.
- d. **Access to Books and Records by Federal Authorities:** If the Secretary of the U.S. Department of Health and Human Services, the Comptroller General of the United States or their duly authorized representatives (referred to as the "Requesting Parties") request access to books, documents, and records of the PROVIDER as outlined in the PROVIDER Manual and in accordance with Section 952 of the Omnibus Reconciliation Act of 1980 [42 USC 1395x(v)(1)(I)] and the regulations adopted pursuant thereto, the PROVIDER agrees to provide such access to the extent required. Furthermore, the PROVIDER agrees that any contract between it and any other organization to which it is to a significant extent associated or affiliated with, owns or is owned by or has control of or is controlled by (referred to as "Related Organization"), and which performs services on behalf of it or the other party hereto will contain a clause requiring the Related Organization to similarly make its books, documents, and records available to the Requesting Parties.

11. 10. Conflict of Interest

- a. The PROVIDER affirms that no principal, representative, agent or another acting on behalf of or legally capable of acting on behalf of the PROVIDER is currently an employee of the MDHHS or any of its constituent institutions, an employee of the PAYOR or of a party to a contract with the PAYOR or administering or benefiting financially from a contract with the PAYOR, or serving in a policy-making position with an agency under contract with the PAYOR; nor is any such person related to the PROVIDER currently using or privy to such information regarding the PAYOR which may constitute a conflict of interest. Breach of this covenant may be regarded as a material breach of the Agreement and a cause for termination.

12. 11. Non-Discrimination

- a. In performing its duties and responsibilities under this Agreement, the PROVIDER shall comply with all applicable federal and State laws, rules and regulations prohibiting discrimination.
- b. The PROVIDER shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, gender identity, sexual orientation, height, weight, or marital status pursuant to the Elliott Larsen Civil Rights Act of 1976 PA 453, as amended (MCL 37.2201 et seq.) and 42 CFR 438.206(c)(2).

- c. The PROVIDER shall comply with the provisions of the Michigan Persons With Disabilities Civil Rights Act of 1976 PA 220, as amended (MCL 37.1101 et seq.).
- d. The PROVIDER shall comply with the Americans with Disabilities Act of 1990 (ADA), P.L. 101-336, 104 Stat 327 (42 USC 12101 et seq.), as amended, and regulations promulgated thereunder.
- e. The PROVIDER shall comply with the Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) and Office of Civil Rights Policy Guidance on the Title IV Prohibition Against Discrimination as it Affects Persons with Limited English Proficiency, Section 504 of the Federal Rehabilitation Act of 1973, as amended (Public Law 93-112, 87 Stat. 394), Title IX of the Education Amendment of 1972, as amended (20 USC 1681-1683 and 1685-1686) and the regulations of the U.S. Department of Health and Human Services issued thereunder (45 CFR, Part 80, 84, 86 and 91).
- f. The PROVIDER shall comply with the Age Discrimination Act of 1975 (42 USC 6101 et seq.).
- g. The PROVIDER shall not refuse to treat and not discriminate in the treatment of the CONSUMER or referral under this Agreement, based on the individual's -, or on the basis of age, height, weight, marital status, arrest record, race, creed, disability, color, national origin or ancestry, religion, gender, political affiliation or beliefs.
- h. PROVIDER agrees to assure accommodation of physical and communication limitations for CONSUMERS served under this Agreement.
- i. PROVIDER must assure that CONSUMERS are permitted to choose their health care professional to the extent appropriate and reasonable.

13. 12. Disclosure of Ownership and Control

- a. PROVIDER will comply with all Federal regulations by disclosing to the PAYOR's CEO information about individuals with ownership or control interests in PROVIDER, if any, by completing and executing **Attachment G: Disclosure of Ownership and Control**, attached and incorporated hereto, and returning same with an executed copy of this Agreement. The Federal regulations also require PROVIDER to identify and report any additional ownership or control interests for those individuals in other entities, significant and material to PROVIDER's obligations under this Agreement with the PAYOR, as well as identifying when any of the individuals with ownership or control interests have spousal, parent-child, or sibling relationships with each other. PROVIDER must disclose changes in ownership and control information at the time of enrollment, re-enrollment, or whenever a change in entity ownership or control takes place.

14. 13. Indemnification and Hold Harmless

- a. The PROVIDER shall, at its own expense, protect, defend, indemnify, and hold harmless the PAYOR and its elected and appointed officers, employees, servants and agents from all claims, damages, costs, and expenses, arising from personal and/or bodily injuries or property damage that any of them may incur as a result of any acts, omissions, or negligence by the PROVIDER, and/or its officers, employees, servants, or agents that may arise out of this Agreement.
- b. The PROVIDER's indemnification and hold harmless responsibilities under this section shall include the sum of claims, damages, costs, lawsuits and expenses which

are in excess of the sum reimbursed to the PAYOR and its elected and appointed officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the PROVIDER pursuant to the requirements of this Agreement.

- c. To the extent permitted by law, PAYOR shall defend, indemnify and hold harmless PROVIDER, its Board of Directors, directors, officers, employees, agents and representatives harmless from and against all claims, damages, costs and expenses of any type or nature, including, without limitation attorney fees, that may occur as a result of (i) any acts or omissions of PAYOR or its officers, directors, employees, contractors, subcontractors or agents; (ii) the duties and obligations of PAYOR under this Agreement; or (iii) a breach of this Agreement.
- d. The PAYOR'S indemnification and hold harmless responsibilities under this section shall include the sum of claims, damages, costs, lawsuits and expenses which are in excess of the sum reimbursed to the PAYOR and its elected and appointed officers, employees, servants and insurance coverage obtained and/or maintained by the PROVIDER pursuant to the requirements of this Agreement.

15. 14. Liability Insurance

- a. The PROVIDER, or any of their subcontractors shall not commence work under this Agreement until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of the contract.
 - i. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan with a minimum "A-"rating by Best's Insurance Rating Service. The requirements below should not be interpreted to limit the liability of the PROVIDER.
 - ii. All deductibles and self-insured retention (SIRs) are the responsibility of the PROVIDER.
 - iii. The PROVIDER shall maintain certificates of insurance from all PAYOR-approved subcontractors and ensure adequate coverage is provided throughout the term of the subcontractor's agreement. All coverage for subcontractors shall be subject to the minimum requirements identified below.
 - iv. PROVIDER, at its sole expense, must maintain the insurance coverage identified below. All required insurance must protect the PAYOR from claims that arise out of, are alleged to arise out of, or otherwise result from PROVIDER's or subcontractor's performance. PROVIDER shall obtain and maintain the following types of insurance policies with limits set forth below:

Required Limits	Additional Requirements
Commercial General Liability Insurance	
<u>Minimum Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations	
Automobile Liability Insurance	

If a motor vehicle is used in relation to the Contractor's performance, the Contractor must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.	
Workers' Compensation Insurance	
Minimum Limits: Coverage according to applicable laws governing work activities	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimum Limits: \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	
Privacy and Security Liability (Cyber Liability) Insurance	
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	PROVIDER must have their policy cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
Professional Liability (Errors and Omissions) Insurance	
Minimum Limits: \$1,000,000 Each Occurrence \$3,000,000 Annual Aggregate	

Additional Insured: Commercial General Liability, as described above, shall include an endorsement stating the following shall be additional insured: PAYOR, together with all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the PAYOR as additional insured, coverage afforded is considered to be primary and any other insurance PAYOR may have in effect shall be considered secondary and/or excess unless specifically waived in writing by the PAYOR.

Cancellation Notice: All insurances policies as described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days' (ten (10) days for non-payment of premium) advance written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to the PAYOR."

- v. **Proof of Insurance:** The PROVIDER shall provide PAYOR, at the time that the contracts are returned for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice is acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.
- vi. **Continuation of Coverage:** If any of the above coverages expires during the term of this agreement, the PROVIDER shall deliver renewal certificates and/or endorsements to the PAYOR at least ten (10) days prior to the expiration date, or if after expiration date renewal certificate shall indicate coverage from the expiration date forward.
- vii. The duty to maintain the insurance coverage specified in this Section shall survive the expiration or termination of this Agreement and shall be enforceable, regardless of the reason for termination of this Agreement, against PROVIDER.

If any required policies provide claims-made coverage, the PROVIDER must: (i) provide coverage with a retroactive date before the effective date of this contract or the beginning of contracted activities; (ii) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the contracted activities; and (iii) if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this contract, PROVIDER must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

PROVIDER must: (i) provide insurance certificates to the PAYOR, containing the agreement or delivery order number, at the time of contract execution and within twenty (20) calendar days of the expiration date of the applicable policies; (ii) require that subcontractor's maintain the required insurances contained in this Section; (iii) notify the PAYOR within five (5) business days if any policy is cancelled; and (iv) waive all rights against the PAYOR for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring PROVIDER to indemnify, defend and hold harmless the PAYOR).

16. 15. Compliance with the Law; Applicable Law and Venue

- a. This Agreement shall be construed according to the laws of the State of Michigan as to the interpretation, construction, and performance.
- b. The PAYOR and the PROVIDER agree that the venue for the bringing of any legal or equitable action under this Agreement shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in federal court, the venue for such action shall be the Federal Judicial District of Michigan.
- c. The PROVIDER, its officers, employees, servants, and agents shall perform all their

respective duties and obligations under this Agreement in compliance with all applicable federal, State, and local laws, ordinances, rules, and regulations.

- d. The parties hereto acknowledge and agree that the following statutes, rules, regulations, and procedures govern the provision of Services rendered hereunder and the relationship between the parties:
- i. The MDHHS/PIHP Master Contract for Medicaid Funds, and the MDHHS/CMHSP Master Contract for General Funds
 - ii. Michigan Mental Health Code and its rules and regulations, as amended;
 - iii. Michigan Public Health Code and its rules and regulations, as amended;
 - iv. MDHHS Medicaid PROVIDER Manual, as amended;
 - v. Policies and procedures of the PAYOR with respect to PROVIDER networks, and the provision and payment of services contemplated by this Agreement;
 - vi. The PROVIDER will comply with the Anti-Lobbying Act, 31 USC 1352 as revised by the Lobbying Disclosure Act of 1995, 2 USC 1601 *et seq.*, and Section 503 of the Departments of Labor, Health and Human Services and Education, and Related Agencies Appropriations Act (Public Law 104-209). Further, the PROVIDER shall require that the language of this assurance be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
 - vii. Pursuant to 1980 PA 278, as amended, MCL 423.321 *et seq.*, the State shall not award a contract or subcontract to an employer or any subcontractor, manufacturer or supplier of the employer, whose name appears in the current register compiled by the Michigan Department of Licensing and Regulatory Affairs. The State or PAYOR may void any contract if, subsequent to award of the contract, the name of the PROVIDER as an employer, or the name of the subcontractor, manufacturer or supplier of the PROVIDER appears in the register.
 - viii. Any other applicable state and federal laws governing the parties hereto.

17. 16. Compliance with the MDHHS/CMHSP Master Contract for General Funds and the MDHHS/PIHP Master Contract for Medicaid Funds

- a. It is expressly understood and agreed by the PROVIDER that this Agreement is subject to the terms and conditions of the MDHHS/CMHSP Master Contract for General Funds and the MDHHS/PIHP Master Contract for Medicaid Funds. The provisions of this Agreement shall take precedence over the Master Contracts unless a conflict exists between this Agreement and the provisions of a Master Contract. In the event that any provision of this Agreement is in conflict with the terms and conditions of a Master Contract, the provisions of the Master Contract shall prevail. However, a conflict shall not be deemed to exist where this Agreement:
- i. contains additional provisions and additional terms and conditions not set forth in the Master Contracts;
 - ii. restates provisions of a Master Contract to afford the PAYOR or the PIHP the same or substantially the same rights and privileges as MDHHS; or,
 - iii. requires the PROVIDER to perform duties and services in less time than required of the PAYOR or the PIHP in a Master Contract

18. 17. Debarment, Suspension, and Exclusion

- a. PROVIDER represents and warrants that PROVIDER and its personnel will comply with the Federal Acquisition Regulations (45 CFR 76) and that PROVIDER and its Personnel:

- i. are not presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from covered transactions by any federal department, government programs or PIHP or PAYOR;
- ii. have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against it for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- iii. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in this Section; and
- iv. have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default; and
- v. have not been notified by any means or methods that Personnel are the subject of any investigation or review regarding participation in any government programs; and
- vi. PROVIDER agrees to immediately notify the PAYOR, in writing, if PROVIDER or its Personnel are under investigation or PROVIDER receives any information, notice, actions, claims, or events regarding the representations and warranties set forth in this Section. PROVIDER shall require the representations and warranties in this Section be included in any PAYOR-approved subcontracted agreements.

19. 18. Licenses, Certifications, Credentialing and Privileging Requirements

- a. The PROVIDER shall obtain and maintain during the term of this Agreement all licenses, certifications, registrations, National PROVIDER Identifier pursuant to Section 5005 and section 12006 of the 21st Century Cures Act, accreditations, authorizations, and approvals required by federal, State, and local laws, ordinances, rules and regulations for the PROVIDER to operate and provide Medicaid and/or non-Medicaid programs and services within the State of Michigan.
- b. The PROVIDER shall insure that there are systems in place to assure that its staff meet appropriate licensure, competency, and criminal history standards including systems for the primary verification of professional credentials.
- c. PROVIDERS must perform background checks on each new employee, subcontractor employee, or volunteer (including students and interns) who work under this Agreement, including:
 - a. Criminal Background Checks using Internet Criminal History Access Tool (ICHAT) or a source that reveals information substantially similar to information found on an ICHAT. <https://apps.michigan.gov>.
 - b. Michigan Public Sex Offender Registry: <https://mspsor.com>
 - c. National Sex Offender Registry: <https://nsopw.gov>
 - d. MDHHS Central Registry check required for staff working directly with children. https://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330-180331--,00.html
 - e. These background checks are a requirement of this Agreement. PROVIDER must have, and follow a policy on hiring of persons with backgrounds that is consistent with 333.18263 of the Public Health Code, Act 368 of 1978 for Behavior Technicians, the Social Security Act (42 USC 1320a-7(a), the

Michigan Medicaid Manual, and applicable licensing and/or certification rules. Background checks shall be conducted prior to any CONSUMER contact, generally no later than the first few days of hire. An offer of employment may be made contingent on a background check and should expressly note that there is to be no contracted service provided until all background checks are complete (See Section IV. Statement of Work). Background checks shall be repeated at a frequency defined in CMHSP participant policy, at minimum, every two years, for all persons who have direct contact with CONSUMERS or direct access to CONSUMER information.

PROVIDER must require each new employee, subcontractor employee, or volunteer (including students and interns) who works under this Contract, works directly with CONSUMERS, or has access to CONSUMER information to notify the Contractor in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator, at hire or within ten (10) days of the event after hiring.

- d. PROVIDERS that employ or contract with licensed health care professionals are required to have a written system (policy and procedure) in place for credentialing and re-credentialing of these individuals in accordance with the BHDDA Credentialing and Recredentialing Processes . Refer to the PAYOR PROVIDER Manual, Policies, or Procedures for more specific information about required credentialing and re-credentialing expectation.
- e. Prior to commencing services under this Agreement, the PROVIDER, as applicable, shall furnish the PAYOR with notice of primary verification that its staff professionals, if any, have obtained and maintain all approvals, certifications, and licenses required by federal, state and local laws, ordinances, rules and regulations to practice their professions and to perform Medicaid and/or non-Medicaid services hereunder. If any such license, certification, or authorization is ever suspended, restricted, revoked, or expires and is not renewed, the PROVIDER shall immediately notify the PAYOR, in writing. Refer to **Attachment E – Autism PROVIDER Staff Credentials Verification and Attachment B – Reporting Requirements** for the method and manner of submission to PAYOR.
- f. The PROVIDER, as a member of the PAYOR's service PROVIDER network, shall cooperate with the PAYOR on an ongoing basis and, as applicable, shall ensure that the PROVIDER's staff professionals meet the PAYOR's credentialing and privileging requirements, including recredentialing and competency standards, necessary to perform the supports/services required under this Agreement.
- g. PROVIDER shall re-apply to PAYOR every two (2) years to continue in the PAYOR'S PROVIDER Network.
- h. In accordance with the Medicaid PROVIDER Manual - Non-Emergency Medical Transportation, individuals transporting CONSUMERS must hold a valid driver's license appropriate to the class of vehicle being operated as defined by the Michigan Vehicle Code Act 300 of 1949.
- i. **Monitoring and Disclosure of Exclusion, Debarment and Suspension.** PROVIDER agrees that failure to comply with Federal requirements that prohibit employment or contractual arrangements with PROVIDERS excluded from participation under either Medicare, Medicaid or other federal or state health care programs will result in Medicaid overpayment liability and may result in civil monetary penalties. PROVIDER agrees to

perform checks at the time of initial engagement of an employee or contractor, at the time of renewal of engagement, on a monthly basis, and at the time new disclosure information is received. Checks must include the US Dep't of Health and Human Services Office of Inspector General's List of Excluded Individuals/ Entities (LEIE) at <http://exclusions.oig.hhs.gov>, the federal government's System for Award Management (SAM) at www.SAM.gov, and the Michigan Department of Health and Human Services website at www.michigan.gov/MDHHS (see Doing Business with MDHHS/ Health Care PROVIDERs/ List of Sanctioned PROVIDERs or http://www.michigan.gov/mdhhs/0,5885,7-339-71551_2945_42542_42543_42546_42551-16459--,00.html). PROVIDER agrees to maintain documentation showing proof of having completed the exclusion checks at the required frequency and to make such documentation available to PAYOR for verification during site visits. PROVIDER agrees to notify the PAYOR CEO or designee within two business days if search results indicate that an employee, contractor, or individuals or entities with ownership or control interests in a PROVIDER entity appear on the exclusions databases.

20. 19. Staffing and Training Requirements

- a. The PROVIDER, pursuant to this Agreement, shall ensure that:
 - i. Active treatment is provided by the PROVIDER's staff to each Medicaid covered and non-Medicaid CONSUMER hereunder at the medically necessary level of care; and,
 - ii. All services hereunder are to be provided by the PROVIDER's staff in a manner that demonstrates cultural competency.
 - iii. The PROVIDER shall maintain staffing consistency and programming continuity in the provision of services to CONSUMER(s) hereunder.
- b. The PROVIDER's staff, when performing services under this Agreement, shall comply with:
 - i. All applicable provisions and requirements for services in the Mental Health Code, the MDHHS Rules, Medicaid regulations, and the MDHHS/PIHP Master Contract for Medicaid Funds and the MDHHS/CMHSP Master Contract for General Funds; and,
 - ii. All applicable policies, guidelines, and standards established by the PROVIDER.
- c. Orientation of and ongoing training and education of the PROVIDER's staff shall follow minimum training requirements as listed in **Attachment D - PAYOR Training Grid**.
- d. The PROVIDER shall mandate continuing education to the PROVIDER's staff as needed or when necessitated by changes in the PROVIDER's programs or as stated in recipient rights requirements, including but not limited to the requirements identified by MDHHS in its Technical Requirement "Continuing Education Requirements for Recipient Rights Staff".

21. 20. Recipient Rights

- a. The PROVIDER shall ensure that all staff, volunteers, students, and any agent of the PROVIDER obtain recipient rights training from the CMHSP ORR approved resource within thirty (30) days of hire, and annually thereafter in a training module that is approved by the MDHHS Office of Recipient Rights as detailed in Section 7 and 7A of the MHC. (AR 330.1806).
- b. PROVIDER agrees to safeguard, protect, and promote the rights of CONSUMERS.

The PROVIDER is expected to follow the Recipient Rights provisions of the Mental Health Code, corresponding Administrative Rules, and the Recipient Rights Policies and Procedures delineated in Attachment G: Recipient Rights Policies & Attestation to this Agreement.

- c. PROVIDER agrees to comply with, in their entirety, the policies and procedures, delineated in Attachment G, providing for the safeguarding of the rights of CONSUMERS as established by PAYOR.
- d. PROVIDER agrees to protect the rights of all persons using their services as guaranteed in 1974 Public Act 258, as amended, and 330.7001, *et seq.* of the Michigan Administrative Rules.
- e. PROVIDER agrees that CONSUMERS will be protected from rights violations while receiving services under this Agreement.
- f. PROVIDER agrees to assume responsibility for the administration, quality of care, treatment services, and protective services for all CONSUMERS admitted for care. The term "protective services" as used in this paragraph means reporting and referral services required by the PROVIDER under the adult abuse reporting requirements pursuant to Michigan's Social Welfare Act, being MCL 400.11 *et seq.* , or the Child Protection Law, Act 238 of the Public Acts of 1975, as amended, being MCL 722.621 *et seq.*
- g. PROVIDER agrees to maintain the confidentiality of information regarding CONSUMERS in compliance with Sections 748 and 750 of the MHC.
- h. PROVIDER agrees to ensure that MDHHS "Your Rights" booklets are made available to CONSUMERS, visitors, and employees.
- i. Each PROVIDER site must have the name and telephone number of the PAYOR Recipient Rights Officer and the "Abuse and Neglect Reporting" poster posted in a conspicuous place. Contact the PAYOR Recipient Rights Office to obtain copies of the MDHHS "Your Rights" booklet and Abuse and Neglect Reporting poster.
- j. Each PROVIDER shall ensure that a copy of Mental Health Code Chapter 7 and 7a be readily available.
- k. PROVIDER shall ensure a summary of section 748 of the Michigan Mental Health Code will be filed in the case record for each CONSUMER.
- l. PROVIDER agrees to monitor the safety and welfare of CONSUMERS while being served under this Agreement and to provide immediate comfort and protection to and assure immediate medical treatment for a CONSUMER who has suffered physical injury or illness.
- m. PROVIDER agrees to ensure that persons using their services, parents, guardians, and others have access to complaint forms and information about the complaint process.
- n. PROVIDER agrees to ensure that all verbal and/or written reports of alleged rights violations are forwarded immediately in writing and via phone to PAYOR's Rights Office.
- o. PROVIDER will cooperate fully during Recipient Rights investigations. The CMHSP

Recipient Rights Officer shall have unimpeded access to all PAYOR CONSUMER evidence necessary to conduct a thorough investigation or to fulfill its monitoring function, including staff and all programs and services. PROVIDER employees are required to cooperate with PAYOR's Recipient Rights Office during investigations and Recipient Rights access shall not be denied.

- p. The PROVIDER agrees to allow individuals who properly identify themselves as representatives of Disability Rights Michigan access to premises, CONSUMERs and service records in compliance with Sections 748 and 750 of the MHC.
- p. PROVIDER agrees to implement appropriate remedial or disciplinary action for substantiated allegations of rights violations and submit a written description of the remedial or disciplinary action to PAYOR's Recipient Rights Office within five (5) business days of receipt of the investigative report.
- q. PROVIDER agrees to comply with PAYOR's Recipient Rights reporting requirements regarding death, unusual incidents, serious injury, suspected abuse or neglect and all other alleged rights violations concerning a CONSUMER while they are being served under this Agreement. PROVIDER agrees to comply with those reporting requirements as established by Department of Licensing and Regulatory Affairs, Protective Services (Adults & Children), state and federal law, and other public agencies as applicable.
- r. PROVIDER agrees to furnish the PAYOR's CEO with immediate notice of any sentinel event involving any CONSUMER being served hereunder. The PROVIDER shall report the death, serious injuries, suspected abuse or neglect and all other sentinel events regarding a CONSUMER hereunder to PAYOR's designated staff representatives immediately by telephone and then, in writing on PAYOR's designated forms within twenty-four (24) hours of the occurrence and, as required by law, to Adult or Children Protective Services Division of the applicable department of the State of Michigan, law enforcement, and other public agencies. In addition, incident reports for all other non-critical events will be completed and forwarded to the PAYOR within 24 hours of the occurrence.
- s. PROVIDER agrees to ensure that CONSUMERS, PAYOR staff or anyone acting on behalf of the CONSUMER shall be protected from harassment or retaliation resulting from Recipient Rights activities. If evidence is shown of harassment or retaliation, the PROVIDER shall take appropriate disciplinary action.
- t. PROVIDER will ensure unimpeded access for PAYOR, at any time, and at least annually for the purpose of annual assessments, to review the PROVIDERs records regarding Recipient Rights requirements such as staff training logs, to complete annual site visits for monitoring of rights protection, and to ensure compliance with PAYOR's policies and procedures.

22. 21. CONSUMER Grievance Procedures

- a. The PROVIDER agrees to fully comply with the PAYOR's CONSUMER Grievance and Appeals Policy and Procedure, Recipient Rights Policies and Procedures, and Incident/Sentinel Event reporting, Policies and Procedures.
- b. These policies and procedures are located on the PAYOR's website. The PAYOR agrees to distribute regular updates, as needed, and PROVIDER agrees to maintain updates provided by the PAYOR.

23. 22. CONSUMER Medical Records

- a. The PROVIDER, pursuant to this Agreement, shall establish and maintain a comprehensive individual service record system consistent with the provisions of MDHHS Medical Services Administration (MSA) Policy Bulletin Chapter 1, the Michigan Department of Technology, Management, and Budget Retention General Schedule #20 Community Mental Health Programs Dated March 2, 2007, and appropriate state and federal statutes.
- b. The PAYOR has the right to full access to all records pertaining to any CONSUMER and services rendered pursuant to this Agreement. The PROVIDER agrees to furnish PAYOR with copies of all records pertaining to any CONSUMER and services rendered pursuant to this Agreement upon reasonable request.
- c. To the extent that the Health Insurance Portability and Accountability Act (HIPAA) is pertinent to the services that the PAYOR purchases and the PROVIDER provides under this Agreement, the PROVIDER ensures that it is in compliance with the HIPAA requirements.
- d. All CONSUMER information, medical records, data, and data elements, collected, maintained, or used in the execution of this Agreement shall be protected by the PROVIDER from unauthorized disclosure as required by State and federal regulations. The PROVIDER must provide safeguards that restrict the use or disclosure of information concerning CONSUMERS to purposes directly connected with the execution of this Agreement.
- e. Because of the nature of the relationship between the parties hereto, there shall be an ongoing exchange of confidential information on CONSUMERS served under this Agreement.
- f. The PROVIDER shall comply with all applicable federal and state laws, rules, and regulations, including the Mental Health Code and the MDHHS Rules, on confidentiality with regards to disclosure of any materials and/or information provided pursuant to this Agreement. Any release of information must be in compliance with Sections 748 748a, and 750 of the Mental Health Code.
- g. The PROVIDER shall assure that services to and information contained in the records of CONSUMERS served under this Agreement, or other such recorded information required to be held confidential by federal or State law, rule or regulation, in connection with the provision of services or other activity hereunder shall be privileged communication. Privileged communication shall be held confidential and shall not be divulged without the written consent of either the CONSUMER or a person responsible for the CONSUMER, except as may be otherwise required by applicable law or regulation. Such information may be disclosed in summary, statistical, or other form, which does not directly or indirectly identify particular individuals.

24. 23. Health Insurance Portability and Accountability Act (HIPAA)

- a. To the extent that this act is pertinent to the services that the PROVIDER provides under this Agreement, the PROVIDER assures that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (The HITECH Act) of Title XIII, Division A of the American Recovery and Reinvestment Act of 2009, and related regulations found at 45 CFR Parts 160 and 164, including the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule), the Security Standards for the Protection of Electronic PHI (Security

Rule), and the rules pertaining to Compliance and Investigations, Imposition of Civil Money Penalties, and Procedures for Hearings (Enforcement Rule), as amended from time to time, (hereafter collectively referred to as "HIPAA Regulations"); the Federal Confidentiality Law, 42 USC §§ 290dd-2 and underlying Regulations, 42 CFR Part 2 ("Part 2"). This includes the distribution of CONSUMER handbooks and PROVIDER directories to CONSUMERS, and/or the HIPAA Privacy Notice.

25. 24. Compliance Program

- a. The PROVIDER shall implement and maintain a Compliance Plan in accordance with federal and state law. The Compliance Plan must include, at a minimum, all of the following elements:
 - i. An employee/contractor code of conduct and standards of conduct for compliance with federal and/or state standards;
 - ii. Employee Education Program(s);
 - iii. Communication processes between senior management and employees regarding the compliance program;
 - iv. Guidance and reporting system(s);
 - v. Prompt investigation and complaint resolution processes;
 - vi. Corrective action planning and implementation;
 - vii. Data monitoring and evaluation.
- a. Upon request, PROVIDER will furnish a copy of the Compliance Plan to the PAYOR. The PROVIDER agrees to immediately notify the PAYOR with respect to any inquiry, investigation, sanction or otherwise from the Office of Inspector General (OIG).
- b. **Provider Manual - The current version LifeWays Provider Manual is incorporated in to this agreement and can be accessed via the LifeWays website, provider section.**
 - i. Each provider shall appoint a Provider Manual representative to have and maintain a PolicyStat account.
 - ii. The Provider Manual representative will receive the notice of policy or procedure change comment period.
 - iii. The Provider Manual representative shall ensure that the PROVIDER leadership reviews and implements applicable changes.
 - iv. The Provider Manual representative will be able to submit comments and feedback on proposed changes in PolicyStat.

26. 25. Quality Improvement Program/Site Reviews/Performance Monitoring

- a. The PROVIDER shall maintain a fully operational internal Quality Assessment and Performance Improvement Program (QAPIP) or comply with the PAYOR QAPIP.
- b. The PROVIDER agrees, pursuant to this Agreement, to cooperate fully in the PAYOR's implementation of:
 - i. performance improvement projects;
 - ii. quantitative and qualitative member assessments periodically, including CONSUMER satisfaction surveys and other CONSUMER feedback methodologies;
 - iii. regular measurement, monitoring, and evaluation mechanisms as to services, utilization, quality, and performance;
 - iv. systems for periodic and/or random compliance review or audit; and,
 - v. studies to regularly review outcomes for service recipients as a result of

programs, treatment, and community services rendered to individuals in community settings.

- c. **Site Reviews, Performance Monitoring and Feedback:** The PAYOR will conduct reviews and audits of PROVIDER performance under this Agreement. The PAYOR will make a good faith effort to coordinate reviews and audits to minimize disruption to PROVIDER operations and to avoid duplication of effort.
 - i. The focus of PROVIDER review is on the degree to which the PROVIDER has implemented the requirements of this Agreement and the degree of compliance with performance standards, performance indicators, and other PAYOR requirements.
 - ii. PROVIDER shall comply with the corrective action requirements of the PAYOR, including compliance with corrective action plan submission and subsequent implementation of approved corrective action plans. Corrective action plans submitted by PROVIDER are deemed approved unless the PAYOR indicates, in writing within thirty (30) days of receipt of the corrective action plan, that such corrective action plan is not approved.
- d. **Quality Assurance:** PROVIDER shall cooperate with PAYOR and participate in and comply with all peer review program, utilization review, quality assurance and/or total quality management programs, audit systems, site visits, grievance procedures, satisfaction surveys and other procedures as established from time to time by the PAYOR, or as required by regulatory or accreditation agencies. PROVIDER shall be bound by and comply with all final determinations rendered by each such peer review or grievance process.

27. 26. Dispute Resolution

- a. Any disagreements with respect to this Agreement, including, without limitation, action taken in this Section against PROVIDER, shall be addressed through the dispute resolution procedures detailed in the PROVIDER Manual and/or policies. In the event that a dispute remains unresolved following use of such procedure, then the dispute shall be reduced to writing and submitted to each party's Chief Executive Officer or other title as the case may be. If such disputes cannot be resolved between the PAYOR and the PROVIDER, either party may seek resolution through exercise of any available legal and/or equitable remedies.
- b. All decisions to authorize, deny, continue, or discontinue the PAYOR's payments for the PROVIDER's services to CONSUMERS hereunder shall be those of the PAYOR's CEO. Decisions to continue services without reimbursement from the PAYOR shall be those of the PROVIDER.

28. 27. Notices

- a. PROVIDER shall notify the PAYOR within five to ten (5-10) business days of any of the following events:
 - i. of any civil, criminal, or other action or finding of any licensing/regulatory body or accrediting body, the results of which suspends, revokes, or in any way limits PROVIDER's authority to render Covered Services;
 - ii. of any actual or threatened loss, suspension, restriction, or revocation of PROVIDER's license;
 - iii. of any malpractice action filed against PROVIDER;
 - iv. of any charge or finding of ethical or professional misconduct by PROVIDER;

- v. of any loss of PROVIDER's professional liability insurance or any material change in PROVIDER's liability insurance;
 - vi. of any material change in information provided by the PAYOR in the accompanying PROVIDER network application or in the credentialing information concerning any PROVIDER;
 - vii. any other event which limits PROVIDER's ability to discharge its responsibilities under this Agreement professionally, promptly and with due care and skill; or
 - viii. PROVIDER is excluded from participation with the Medicaid Program.
- b. Any and all notices, designations, consents, offers, acceptances or other communications herein shall be given to either party, in writing, by receipted personal delivery or deposited in certified mail addressed to the addressee shown below (unless notice of a change of address is furnished by either party to the other party hereto) and with return receipt requested, effective upon receipt:
 - c. Notice to the PAYOR should be addressed to the PAYOR's Chief Executive Officer, or their designee, or as outlined in **Attachment B: Local Practices & Reporting Requirements** which delineates additional points of contact for the PAYOR.

29. 28. Miscellaneous Provisions

- a. **Non-exclusive Agreement:** It is expressly understood and agreed by the parties hereto that this Agreement shall be non-exclusive, and that this Agreement is not intended and shall not be construed to prevent either party from concurrently and/or subsequently entering into and maintaining similar agreements with other public or private entities for similar or other services.
- b. **Binding Effect of the Agreement:** This Agreement shall be binding upon the PAYOR and the PROVIDER and their respective successors and assigns.
- c. **Further Assurances:** The parties hereto shall execute all further instruments and perform all acts which are or may become necessary from time to time to effectuate this Agreement.
- d. **Amendment:** Modifications, amendments, or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.
- e. **Completeness of the Agreement:** This Agreement, the attached Exhibits, and the additional and supplementary documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the PAYOR and the PROVIDER and no other prior agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind either the PAYOR or the PROVIDER.
- f. **Severability and Intent**
 - i. If any provision of this Agreement is declared by any court having jurisdiction to be invalid, such provision shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was declared invalid.
 - ii. This Agreement is not intended by the PAYOR or the PROVIDER to be a third-party beneficiary contract and confers no rights on anyone other than the

parties hereto.

- g. **Notification Regarding Funding:** PROVIDER shall immediately notify the PAYOR, in writing, of any action by PROVIDER's governing board or any other funding source, which would require or result in changes to the provision of services, funding, compliance with the terms and conditions of this Agreement or any other actions with respect to PROVIDER's obligations to perform under this Agreement. For the purposes of this Agreement, it is expressly understood that PAYOR and Medicaid will be the Payor of last resort.
- h. **Research Restrictions on Human Subjects:** The PROVIDER agrees to submit all research involving human subjects, which is conducted in programs sponsored by the MDHHS or in programs which receive funding from or through the State of Michigan, to the Department's Research on Human Subjects Committee for approval prior to the initiation of the research.
- i. **Information Requirements:** The PAYOR and the PROVIDER shall comply with MDHHS information requirements and standards, including those for Advance Directives. Any marketing or informative materials intended for distribution through written or other media to eligible non-Medicaid CONSUMERS, Medicaid eligible, or the broader community that describe the availability of covered services and supports and how to access those services and supports pursuant to this Agreement, must be submitted by the PROVIDER or the PROVIDER's subcontractors for the PAYOR's approval or disapproval prior to any distribution.
- j. **Publications:** Any drawings, records, documents, papers, reports, charts, maps, graphics or manuscripts prepared for or pertaining to the supports/services performed hereunder which are published or in any other way are provided to third parties shall acknowledge that they were prepared and/or created pursuant to this Agreement. Such acknowledgement shall include a clear statement that the PAYOR and its elected and appointed officers, employees, and agents are not responsible for the contents of the item(s) published or provided by the PROVIDER to third parties.
- k. **Time of the Essence:** Time is of the essence in the performance of each and every obligation herein imposed.
- l. **Waivers**
 - i. No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other further exercise of any other right, power or privilege.
 - ii. In no event shall the making by the PAYOR of any payment to the PROVIDER constitute or be construed as a waiver by the PAYOR of any breach of this Agreement, or any default which may then exist, on the part of the PROVIDER, and the making of any such payment by the PAYOR while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the PAYOR in respect to such breach or default.
- m. **Disregarding Titles:** The titles of the sections in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.
- n. **Non-Third Party Beneficiary Contract:** This Agreement is not intended to be a third

party beneficiary contract and confers no rights, nor obligations on anyone other than the parties hereto.

- o. **Cultural Competence/Limited English Proficiency:** The PROVIDER shall assure equal access for people with diverse cultural backgrounds and/or limited English proficiency. The PROVIDER shall demonstrate a commitment to linguistic and cultural competence that includes the ability to apply an understanding of the relationships of language and culture to the delivery of services. The PROVIDER shall ensure the cultural competence of staff including documentation of training in each employee's personnel file.

p. **Diversity, Equity, and Inclusion Planning**

1. The PROVIDER must assure meaningful service for persons with diverse cultural backgrounds (including but not limited to religious, ethnic, geographic, geriatric, socioeconomic, language, and disability). The PROVIDER will develop an annual Diversity, Equity and Inclusion Plan that identifies how the agency will make D.E.I. a priority and that identifies a champion/lead/officer responsible for the efforts.
2. For fiscal year 2023 PROVIDER shall develop and implement a process to research and design a D.E.I. plan for implementation in or before fiscal year 2024.
3. LifeWays will provide technical assistance and recommendations for providers to consider in conversation with their own consultants and legal counsel as needed.
4. The plan will include at least the following:
 - a. Method of collecting race, ethnic, religious, and language data.
 - b. Process to identify and report disparities.
 - c. Plan for implementing culturally competent care and treatment protocols.
 - d. Training process for staff.
 - e. Involvement of community experts and stakeholders.
5. An evaluation of and plan to improve hiring and retention of a diverse and inclusive workforce.
6. Policy or procedure changes necessary related to clinical care, personnel, training, accountability, and management strategies.

q. **Gender:** Wherever in this Agreement words, including pronouns, are used in one gender or number, they shall be read or construed in another gender or number whenever they would so apply.

r. **Ethics:** The parties agree and acknowledge that each is subject to and shall comply with the Ethics Policy set forth in the PROVIDER Manual.

s. **Health and Safety:** PROVIDER shall immediately notify the PAYOR and shall arrange for the immediate transfer of CONSUMERS to a different PROVIDER if the health and/or safety of the CONSUMER is in jeopardy.

30. 29. Certification of Authority to Sign the Agreement

The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of the parties, and that this Agreement has been authorized by the parties.

SIGNATURES TO FOLLOW ON NEXT PAGE

WHEREFORE, intending to be legally bound, the parties hereto have executed this Agreement as of the date set forth below. By signing this Agreement, PROVIDER agrees to adhere to the LifeWays Provider Manual as well as all LifeWays policies, procedures, and protocols.

PAYOR: LifeWays


Signed: 10/6/2024

Maribeth Leonard, CEO

PROVIDER: Centria Healthcare, LLC


Signed: 10/4/2024

Jason Turk, Chief Financial Officer

LifeWays Supervisor of Contracts and Procurement has approved this agreement for execution in accordance with LifeWays operating procedures:


Signed: 10/10/2024

Statement of Work

Centria Healthcare, LLC
FY25

I. TARGET SERVICE GROUP AND ELIGIBILITY CRITERIA FOR SERVICES:

The target group for the ABA benefit includes CONSUMERS from birth through twenty (20) years of age, ending on the 21st birthday with a diagnosis of Autism Spectrum Disorder (ASD) based upon a medical diagnosis in the Diagnostic and Statistical Manual of Mental Disorders (DSM-5) of ASD, who have the developmental capacity to clinically participate in the available interventions covered by the benefit, and who have Medicaid

insurance. A well-established DSM-5 diagnosis of Autistic Disorder, Asperger's Disorder or Pervasive Developmental Disorder Not Otherwise Specified (PDD-NOS) should be given the diagnosis of ASD. In addition, only CONSUMERS who have received an independent needs-based evaluation, plus authorization from Mid-State Health Network and final approval from MDHHS, are eligible to receive ABA.

II. DESCRIPTION OF SERVICES:

a.

a. Applied Behavior Analysis (ABA) is a structured program that relies upon the variety of Behavior Health Treatment (BHT) services that include behavioral interventions which have been identified as evidence-based by nationally recognized reviews and/or other nationally recognized scientific and clinical evidence. BHT services are designed to be delivered primarily in the home and in other community settings. Behavioral intervention services include, but are not limited to, the following categories of evidence-based interventions:

- i. Collecting information systematically regarding behaviors, environments, and task demands (e.g., shaping, demand fading, task analysis);**
- ii. Adapting environments to promote positive behaviors and promote learning while discouraging negative behaviors (e.g. naturalistic intervention, antecedent based intervention, visual supports, stimulus fading);**
- iii. Applying reinforcement to change behaviors and promote learning (e.g. reinforcement, differential reinforcement of alternative behaviors, extinction);**
- iv. Teaching techniques to promote positive behaviors, build motivation, and develop social, communication, and adaptive skills (e.g., discrete trial teaching, modeling, social skills instruction, picture exchange communication systems, pivotal response training, social narratives, self-management, prompting, chaining, imitation)**
- v. Teaching parents/guardians to provide individualized interventions for their child for benefit of the child (e.g., parent/guardian implemented/mediated intervention);**
- vi. Using typically developing peers (e.g., individuals that do not have ASD) to teach and interact with children with ASD (e.g., peer mediated instruction, structured play groups, peer social interaction training); and applying technological tools to change behaviors and teach skills (e.g., video modeling, tablet based learning software).**
- vii. Comprehensive Behavioral Intervention is reserved for CONSUMERS with weekly ABA authorizations exceeding 16 - 25 hours, on average per week, likely resulting in more comprehensive care.**
- viii. Focused Behavioral Intervention is reserved for CONSUMERS with weekly ABA authorizations of 5 - 15 hours, on average or less per week, likely resulting in more focused care (actual hours for both interventions are determined by the behavioral plan of care and interventions required).**

ix. ABA must be provided by staff with appropriate training and/or certification. Behavior Technician staff providing direct services must be supervised by qualified staff for a minimum of one (1) hour out of every ten (10) hours of therapy.

b. Treatment Methodology: Treatment methodology will use an ethical, positive approach to any serious behaviors (e.g., self-injury, aggression) based on a comprehensive assessment of skills deficits and maladaptive behavior repertoires, including direct methods, indirect methods, and/or the systematic manipulation of variables (functional analysis) performed by a qualified professional. The use of restraints, seclusion, and aversive techniques are prohibited by the Michigan Department of Health and Human Services (MDHHS) in all community settings.

c. Transportation Non-Emergency Transportation as a covered medically necessary service may be used to transport a CONSUMER. If transportation while providing ABA treatment is medically necessary , there needs to be one person driving the vehicle and one person providing the direct ABA. If there is not a driver, separate from the behavior technician providing services, the behavior technician must not bill for direct ABA services during that transportation time. The case of medical necessity will be confirmed by a code for Non-Emergency Transportation (a covered service separate from the BHT benefit) in the CONSUMER's person-centered plan of service along with clearly established conditions, including policies/procedures to address the use of the service, staff credentialing and requirements, and if ABA will be provided during the transport then health and safety of the service setting should be addressed. PAYOR strives to reduce transportation barriers to accessing services, using the best quality, CONSUMER-friendly, cost-efficient means possible. Transportation services are not a guaranteed benefit and are limited by the availability of PAYOR funding during each fiscal year.

Service Codes and Rates

Code	Modifiers	Unit Rate	Unit Type	Description	Panel Type	Notes

0362T		31.80	15 Minutes	ABA Functional analysis	Behavior Management	
0362T	HN	22.53	15 Minutes	ABA Functional analysis	Behavior Management	
0373T		32.04	15 Minutes	ABA Direct treatment	Behavior Management	
0373T	HM	28.10	15 Minutes	ABA Direct treatment	Behavior Management	
0373T	HN	32.04	15 Minutes	ABA Direct treatment	Behavior Management	
96127		529.94	Encounters	Brief emotional/behavioral assessment	Behavior Management	
96127	HN	529.94	Encounters	Brief emotional/behavioral assessment	Behavior Management	
97151	U5	31.80	15 Minutes	ABA Behavior identification assessment	Behavior Management	
97151	U5 HN	22.53	15 Minutes	ABA Behavior identification assessment	Behavior Management	
97153		16.81	15 Minutes	ABA Adaptive behavior treatment	Behavior Management	
97153	HM	14.19	15 Minutes	ABA Adaptive behavior treatment	Behavior Management	
97153	HN	16.81	15 Minutes	ABA Adaptive behavior treatment	Behavior Management	
97154		5.49	15 Minutes	ABA Group adaptive behavior treatment	Behavior Management	
97154	HM	5.49	15 Minutes	ABA Group adaptive behavior treatment	Behavior Management	
97154	HM UN	5.49	15 Minutes	ABA Group adaptive behavior treatment	Behavior Management	2 consumers served
97154	HM UP	5.49	15 Minutes	ABA Group adaptive behavior treatment	Behavior Management	3 consumers served
97154	HM UQ	5.49	15 Minutes	ABA Group adaptive behavior treatment	Behavior Management	4 consumers served
97154	HM UR	5.49	15 Minutes	ABA Group adaptive behavior treatment	Behavior Management	5 consumers served
97154	HM US	5.49	15 Minutes	ABA Group adaptive behavior treatment	Behavior Management	6+ consumers served
97154	HN	5.49	15 Minutes	ABA Group adaptive behavior treatment	Behavior Management	
97154	HN UN	5.49	15 Minutes	ABA Group adaptive behavior treatment	Behavior Management	2 consumers served
97154	HN UP	5.49	15 Minutes	ABA Group adaptive behavior treatment	Behavior Management	3 consumers served
97154	HN UQ	5.49	15 Minutes	ABA Group adaptive behavior treatment	Behavior Management	4 consumers served
97154	HN UR	5.49	15 Minutes	ABA Group adaptive behavior treatment	Behavior Management	5 consumers served
97154	HN US	5.49	15 Minutes	ABA Group adaptive behavior treatment	Behavior Management	6+ consumers served
97154	UN	5.49	15 Minutes	ABA Group adaptive behavior treatment	Behavior Management	2 consumers served
97154	UP	5.49	15 Minutes	ABA Group adaptive behavior treatment	Behavior Management	3 consumers served
97154	UQ	5.49	15 Minutes	ABA Group adaptive behavior treatment	Behavior Management	4 consumers served
97154	UR	5.49	15 Minutes	ABA Group adaptive behavior treatment	Behavior Management	5 consumers served
97154	US	5.49	15 Minutes	ABA Group adaptive behavior treatment	Behavior Management	6+ consumers served
97155		31.80	15 Minutes	ABA Adaptive behavior treatment	Behavior Management	
97155	HN	22.53	15 Minutes	ABA Adaptive behavior treatment	Behavior Management	
97156		31.80	15 Minutes	ABA Family adaptive behavior treatment	Behavior Management	
97156	HN	22.53	15 Minutes	ABA Family adaptive behavior treatment	Behavior Management	
97157		19.08	15 Minutes	ABA Multiple-family group adaptive behavior treatment	Behavior Management	
97157	HN	13.52	15 Minutes	ABA Multiple-family group adaptive behavior treatment	Behavior Management	

97157	HN UN	13.52	15 Minutes	ABA Multiple-family group adaptive behavior treatment	Behavior Management	2 consumers served
97157	HN UP	13.52	15 Minutes	ABA Multiple-family group adaptive behavior treatment	Behavior Management	3 consumers served
97157	HN UQ	13.52	15 Minutes	ABA Multiple-family group adaptive behavior treatment	Behavior Management	4 consumers served
97157	HN UR	13.52	15 Minutes	ABA Multiple-family group adaptive behavior treatment	Behavior Management	5 consumers served
97157	HN US	13.52	15 Minutes	ABA Multiple-family group adaptive behavior treatment	Behavior Management	6+ consumers served
97157	HP	19.08	15 Minutes	ABA Multiple-family group adaptive behavior treatment	Behavior Management	
97158		13.64	15 Minutes	ABA Group adaptive behavior treatment	Behavior Management	
97158	HN	9.65	15 Minutes	ABA Group adaptive behavior treatment	Behavior Management	
97158	HN UN	9.65	15 Minutes	ABA Group adaptive behavior treatment	Behavior Management	2 consumers served
97158	HN UP	9.65	15 Minutes	ABA Group adaptive behavior treatment	Behavior Management	3 consumers served
97158	HN UQ	9.65	15 Minutes	ABA Group adaptive behavior treatment	Behavior Management	4 consumers served
97158	HN UR	9.65	15 Minutes	ABA Group adaptive behavior treatment	Behavior Management	5 consumers served
97158	HN US	9.65	15 Minutes	ABA Group adaptive behavior treatment	Behavior Management	6+ consumers served
97158	UN	13.64	15 Minutes	ABA Group adaptive behavior treatment	Behavior Management	2 consumers served
97158	UP	13.64	15 Minutes	ABA Group adaptive behavior treatment	Behavior Management	3 consumers served
97158	UQ	13.64	15 Minutes	ABA Group adaptive behavior treatment	Behavior Management	4 consumers served
97158	UR	13.64	15 Minutes	ABA Group adaptive behavior treatment	Behavior Management	5 consumers served
97158	US	13.64	15 Minutes	ABA Group adaptive behavior treatment	Behavior Management	6+ consumers served
H0032		154.75	Encounters	Treatment Planning	Behavior Management	Treatment Planning ONLY
H0032	HN	154.75	Encounters	Treatment Planning	Behavior Management	Treatment Planning ONLY
H0032	TS	186.55	Encounters	Treatment Planning	Behavior Management	Behavior Management Treatment Plan Monitoring (add TS on claim)
H0032	TS HN	186.55	Encounters	Treatment Planning	Behavior Management	Behavior Management Treatment Plan Monitoring (add TS on claim)

- Changes to the fee schedule will not be made until this Agreement is executed by the PROVIDER.

SAME TIME SERVICE REPORTING:

- 97155 (clinical observation and direction) must be reported face-to-face simultaneously with a BT delivering direct hands-on ABA service with an individual (i.e., 97153, 97154, and 0373T ABA service codes).
- Family training/guidance code 97156, without the individual present; this code can be rendered at the same times as another face-to-face service is rendered to the individual by another qualified professional.
- Family training/guidance code 97157, without the individual present; this code can be rendered at the same times as another face-to-face service is rendered to the individual by another qualified professional.

CMH Administration Fee: PROVIDER will be billed 245.60 per full time equivalent clinical provider or Direct Care provider of LifeWays services per quarter to cover administrative costs related to training, technology, contracting, credentialing, claims, auditing, rights protection and compliance. Billing staff are exempted from this fee.

III. DOCUMENTATION/REPORTING REQUIREMENTS:

- a. **Transportation Logs:** PROVIDER must maintain documentation for transportation provided to a CONSUMER including name of transporter and whether or not ABA services were provided during transport. If ABA services are provided by a BT, the name of the BT must also be included.
- b. **Clinical Observation and Direction/Supervision Logs:** Supervision Logs that indicate the date, duration, and content of supervision will be maintained for each CONSUMER and submitted for verification, as outlined in ***Attachment C – Local Practices & Reporting Requirements***. Logs must include supervisor name and signature, staff name, client name. PROVIDER is responsible for maintaining a tracking system to ensure the minimum ten percent (10%) supervision compliance ratio is met.
- c. **Family Training Progress Notes:** Family training notes should indicate date, content, duration, and signatures of family member receiving training and staff providing the training. Credentialing of providing the service will need to be submitted on the first month of providing service.
- d. **Social Skills Group Progress Notes:** Adaptive Behavior Social Skills Group notes should indicate date, content, and duration of treatment session, and signature of BHT Supervisor facilitating the group and submitted as outlined in ***Attachment C – Local Practices & Reporting Requirements***. Credentialing of BHT Supervising staff providing the service will need to be submitted on the first month of providing service.
- e. **Group Adaptive Behavior Treatment:** Administered by technician. Progress note of group should include date, content, duration of treatment session, and signature of technician providing the service and submitted as outlined in ***Attachment C – Local Practices & Reporting Requirements***.

Telemedicine: Telemedicine, the use of telecommunication technology to connect with the CONSUMER, must only be utilized when there is clinical benefit to the CONSUMER. Telemedicine must be identified in the IPOS as an identified treatment modality for the CONSUMER. All services provided via telemedicine must meet all the quality and specifications as would be if performed in-person. Furthermore, if while participating in the visit the desired goals of the beneficiary and/or the provider are not being accomplished, either party must be provided the opportunity to stop the visit and schedule an in-person visit instead. It must occur through real-time interaction between the CONSUMERs physical location and the PROVIDERs physical location Telemedicine through hardwire or internet connection. Qualified providers use of providing telemedicine as part of an array of comprehensive services that include in person visits may use it for family guidance (to teach caregivers telemedicine to provide individualized interventions and to support the technician providing the direct ABA services. The provider of the telemedicine service may only monitor one child/family at a time. The administration of telemedicine services are subject to the same provision of services that are provided to a patient in person.

Providers must ensure the privacy of the child and secure any information shared via telemedicine.

The technology used must meet the requirements of audio and visual compliance in accordance with current regulations and industry standards. Refer to the General Information for Providers Chapter of this manual for the complete Health Insurance Portability and Accountability Act (HIPAA) compliance requirements.

The patient site may be located within a center, clinic, at the patient's home, or any other established site deemed appropriate by the provider. The room must be free from distractions that would interfere with the telemedicine session. A facilitator must be trained in the use of the telemedicine technology and be physically present at the patient site during the entire telemedicine session to assist the patient at the direction of the qualified provider of behavioral health. Refer to the Telemedicine Services database on the MDHHS website for appropriate or allowed telemedicine services that may be covered by the Medicaid Health Plan or by Medicaid Fee-for-Service.

- f. **ABA Exposure Adaptive Behavior Treatment:** Double staffing treatment notes should include date, content, duration of session, and signature of both staff performing the service.
- g. **Behavioral Assessment:** A developmentally appropriate applied behavior analysis (ABA) assessment process must identify strengths and weaknesses across domains and potential barriers to progress. The information from this process is the basis for developing the individualized behavioral plan of care with the individual, family, and treatment planning team. Behavioral assessments can include direct observational assessment, record review, rating scales, data collection, functional or adaptive assessments, structured interviews, and analysis by a qualified behavioral health professional (QBHP), or other qualified provider. Behavioral assessment tools must describe specific levels of behavior at baseline to inform the individual's response to treatment through ongoing collection, quantification, and analysis of the individual's data on all goals as monitored by a QBHP, or other qualified PROVIDER.
- h. Documentation of the signed assessment, along with evidence of measurable progress will be forwarded to the PAYOR within time frame specified. Evidence of improvement is required in order to continue the level of service. To the extent possible, a risk-benefit analysis should be conducted on the procedures to be implemented to reach the objective. The description of program objectives and the means by which they will be accomplished is an ongoing process throughout the duration of the CONSUMER-practitioner relationship. PROVIDER is responsible for maintaining a tracking system to ensure assessments are completed every six months from the initial assessment date. In the event of non-compliance by the PROVIDER the PAYOR may withhold payment in the event the above noted items have not been received.
- i. **Follow Up/Functional Behavior Assessment / FBA:** If necessary, an FBA may be conducted in addition to the semi-annual assessments in an attempt to understand more significant behavioral challenges. If there are significant reasons where an FBA is needed to occur more than two times per year, then an authorization must be received prior to service delivery. Results of the functional assessment should be used to develop other plans such as IPOS, ABA Plan, Positive Support Plan, etc.

- j. **Annual ABA Plan/Behavior Support Plan:** The comprehensive individualized ABA behavioral intervention plan shall be part of the child's IPOS (Person Centered Plan, ABA plan, Person Centered Pre-Plan, and Attachment D - ABA authorization form) and will identify specific targeted behaviors for improvement and shall include measurable, achievable, and realistic goals for improvement. The actual hours to be provided must be reflected in the IPOS and cannot exceed those approved in the Person-Centered Plan. Any change in ABA scheduled that may impact hourly utilization needs to be communicated to the case manager and PAYOR before the change occurs. As deemed appropriate, a Positive Support Plan will be developed in conjunction with the ABA behavioral interventions to address disruptive, intrusive, or stereotypical behaviors associated with autism. Any plan with restrictive and intrusive techniques (some examples may include buckle buddies, safety mats or helmets, response cost, 2:1 staffing, etc) will need to be approved by the Behavior Treatment Committee prior to implementation and according to each CMH's local policies.
- k. **Compensation:** The PROVIDER shall be reimbursed for services rendered under this Agreement in accordance with **Attachment B – Service Codes and Rates**. Rate changes shall require written amendment to this Agreement. Rates are all-inclusive. The costs associated with supervision, time, documentation, supplies, testing materials and as well as other functions and materials, are included in the rate.
- l. **Dual Insurance:** PROVIDER is required to determine if the CONSUMER is dually insured, prior to submitting claims to PAYOR and at a minimum of monthly. In instances when the CONSUMER has dual insurance (i.e., Blue Cross and Medicaid), the PROVIDER must bill the commercial insurance first. Medicaid is always the PAYOR of last resort. It is the PROVIDER's responsibility to follow all insurance rules and collect directly from the primary insurance. In order to qualify for any Medicaid benefit, CONSUMER must be receiving services through the CMH where services are being authorized and the PROVIDER must first obtain the Authorization Form from the PAYOR. The PROVIDER must notify the PAYORS in writing that the CONSUMER is dually insured. This should occur prior to ABA treatment beginning under the BHT benefit. If requirements are met as described, the PROVIDER must submit the actual EOBs from the primary insurance to the PAYOR in order to receive consideration of payment through Medicaid. The Medicaid benefit will only reimburse the PROVIDER for the difference between any primary insurance payment and the PROVIDER's contracted rate with PAYOR. The PROVIDER may not seek nor accept additional or supplemental payment from the CONSUMER, their family, or other representative when the CONSUMER is enrolled in the BHT benefit. The PROVIDER must notify the PAYOR of any changes to the CONSUMER's primary insurance at any time during treatment.
- m. **ABA During School Hours:** The benefit states, "supports may serve to reinforce skills or lessons taught in school, therapy, or other settings, but are not intended to supplant responsibilities of educational or other authorities.

CONSUMER's IPOS specify how identified supports and services will be provided as part of an overall, comprehensive set of supports and services that does not duplicate services that are the responsibility of another entity, such as a private insurance or other funding authority, and do not include special education and related services defined in the Individuals with Disabilities Education Improvement Act of 2004 (IDEA) that are available to the child through a local education

agency. The CONSUMER's school schedule must be identified in the Individual Education Plan (IEP) and provided to the PAYOR.

- n. **Transition and Discharge:** The desired BHT goals and outcomes for discharge should be specified at the initiation of services, monitored throughout the duration of service implementation, and refined through the behavioral service level evaluation process. Transition and discharge from all BHT services should generally involve a gradual step-down model and require careful planning. Transition and discharge planning from BHT services should include transition goal(s) within the behavioral plan of care or plan, or written plan, that specifies details of monitoring and follow-up as is appropriate for the individual and the family or authorized representative(s) utilizing the PCP process. Discharge from BHT services should be reviewed and evaluated by a qualified BHT professional for children meeting the criteria outlined in the MI PROVIDER Manual (18.8 Transition and Discharge Criteria).

IV. Staff Qualifications and Staff Training

- a. a. Prior to providing any billable services, the PROVIDER must assure all staff meet the qualifications, including background checks, in accordance with the CMHSP participant policy and MDHHS PROVIDER Qualifications requirements. The PROVIDER will maintain documentation of all staff credentials and will submit all required documents related to licensing, certifications, and transcripts for current BHT staff as requested by the PAYOR. All new BHT staff must be credentialed prior to providing services. Failure to provide verification could result in loss of payment for service provided but that staff.
- b. PROVIDER Training: PROVIDER agrees to obtain, at its own expense, ongoing training, and supervision according to applicable mental health practices and the licensing, credentialing or other qualifications policies, procedures or regulations of the State of Michigan and/or PAYOR as outlined in **Attachment G PAYOR Training Requirements**. PROVIDER shall furnish a written summary of such training and supervision efforts to PAYOR upon request.

V. SERVICE ACCESS, PREAUTHORIZATIONS, DELIVERY, AND UTILIZATION MANAGEMENT PROCEDURES

- a. PROVIDERS conducting diagnostic or behavioral assessments who also provide additional services outside of the ABA service array (CLS, Respite, Personal Care) for the same CONSUMER must notify the PAYOR. PAYOR may request an additional review and/or authorization of the recommended number of treatment hours
- b. PROVIDER will accept for services all appropriate referrals made by PAYOR. PROVIDER will submit rationale to PAYOR for any denial of a referral.
- c. The PROVIDER shall verify Medicaid Eligibility of all CONSUMERS at the time of service and prior to billing PAYOR for reimbursement. If a CONSUMER is no longer eligible for Medicaid, the PROVIDER is responsible to contact the PAYOR Network Benefits Specialist and secondary service provider(s) within forty-eight (48) hours. Documentation of notification efforts shall be recorded in the PAYOR Electronic Medical Record.
- b. ABA services shall be provided based on medical necessity in the quantity, scope and duration authorized, and at times specified in the CONSUMER's Individual Plan of Service. Addendums to the Plan shall authorize changes to the quantity of services as well. Services provided in excess of authorizations or prior authorization shall not be reimbursed by PAYOR.

- c. The PROVIDER must maintain a copy of the most recent Individual Plan of Service and any changes via Authorizations Forms for each CONSUMER receiving services under this agreement.
- d. PROVIDERS may request changes to authorized hours – via an ABA Authorization Form – Attachment D or other acceptable form by PAYOR.
- e. The PAYOR shall provide the PROVIDER access to necessary clinical, social, and demographic information and documentation to foster continuity of care.
- f. The PAYOR is responsible for monitoring CONSUMER services under this Agreement and is corresponding exhibits.
- g. The PROVIDER is responsible for providing the individual services and supports as noted under this Agreement and its corresponding exhibits. PAYOR may request an additional review and/or authorization of the recommended number of treatment hours.
- h. The PAYOR and PROVIDER are equally responsible for communicating all pertinent information with each other in order to promote continuity of care.
- i. The PAYOR shall provide 24-hour community crisis intervention services which the PROVIDER may access as needed for support, intervention, and general communication of information at times of CONSUMER crises.
- j. The PROVIDER shall complete and furnish all service documentation as well as PROVIDER credentials as requested by PAYOR and in a timely manner.
- k.

VI. BILLING OF AND PAYMENT FOR VALID SERVICE REIMBURSEMENT /CLAIMS SUBMISSION

- a. **Claims:** All claims should be received by the PAYOR within 30 days of the month of service and should be free and clear of any problems and able to be processed for payment consideration without obtaining additional information from the PROVIDER of the service or a third party. It does not include a claim from a PROVIDER who is under investigation for fraud or abuse, or a claim under review for medical necessity. In cases where a Clean Claim is not submitted by the PROVIDER within thirty (30) days of the CONSUMER's month of service (or of date of payment by the primary third party payor), the PAYOR shall not be required to authorize payment, unless otherwise mutually agreed upon in advance between the PROVIDER and the PAYOR. **Manner/Method of Claim Submission:** PROVIDER shall be responsible for submitting claims for payment consideration in accordance with standard claims processing requirements of the PAYOR. The PAYOR shall not be responsible for processing claim(s) for payment consideration for any claim submitted by the PROVIDER that is inconsistent with national and/or state claim submission and processing guidelines. PAYOR, at its discretion, may require all claims to be submitted with all proper documentation for purposes of auditing the claim prior to reimbursement.
- b. **Reimbursement Rate for Valid Claims Payments.** The PAYOR shall make contractual payments to the PROVIDER in accordance with the requirements of the Mental Health Code, the MDHHS Rules, the MDHHS/CMHSP Master Contract, and applicable state and federal laws, including Medicaid regulations.
- c. **Requirements for and Limitations for Billing of Claims and Payments of Clean Claims.** The PROVIDER shall submit a periodic billing statement with valid claims for each period in which PAYOR-authorized services are rendered under this Agreement. All periodic billing statements of the PROVIDER shall specify billable services hereunder. In order to be considered valid claims for which payments from the PAYOR may be made, the PROVIDER's billing of service claims must be received by the PAYOR as outlined in *Attachment C* –

Local Practices & Reporting Requirements following the completion of the period in which the services were rendered hereunder. The PAYOR shall authorize and process service claims payments to the PROVIDER within thirty (30) days following receipt of a complete and accurate billing statement from the PROVIDER.

The PROVIDER's submittal of valid claims for any service fees hereunder shall constitute PROVIDER's verification that the required services and service documentation have been completed, in compliance with the reimbursement requirements of the PAYOR, the MDHHS, Medicaid, and/or third party reimbursers and is on file currently. If the PROVIDER's services and service documentation are not in compliance with the reimbursement requirements of the MDHHS, the PAYOR, Medicaid, and/or third party reimbursers, the PROVIDER shall not be paid and/or shall return payments received from the PAYOR in such instances.

- d. Denial of payment due to non-compliance with claims submission and/or financial requirements may be appealed in accordance with the PAYOR's PROVIDER appeal policy and/or procedure.
- e. The PAYOR may request the PROVIDER to submit documentation to receive payments as Electronic Funds Transfers (EFT)/Direct Deposits before payment can be made. The PROVIDER is required to update the PAYOR any time this information has changed. These forms will be provided to the PROVIDER or can be obtained from the PROVIDERPAYOR's website. Said contract reconciliation shall be completed in full compliance with the Mental Health Code, the MDHHS Rules, the MDHHS/CMHSP Master Contract for General Funds, the MDHHS/PIHP Master Contract for Medicaid Funds and applicable State and federal laws, including Medicaid regulations. If PAYOR does not offer payments via EFT, the PROVIDER must supply a valid remit to address and advise PAYOR in writing of any changes to their address.
- f. **Revenue/Cost Projections; Subsequent Rate Determinations.** The PROVIDER, upon request by the PAYOR, shall provide the PAYOR with projected revenue and cost analyses (using formats acceptable to the parties) and all source documents for review in the subsequent determination by the PAYOR of the claims reimbursement methodology/rate(s) for authorized supports/services hereunder.
- g. **Determination of Financial Status and Benefits Status of the CONSUMER.** For the CONSUMER served under this Agreement, the PAYOR's staff shall complete an initial determination and periodic predeterminations of financial status and public and/or private benefits status. The PAYOR shall be responsible for establishing the CONSUMER's eligibility for third party reimbursement status, Supplemental Security Income benefit status, and other benefits status, if any. The PROVIDER's staff will assist the PAYOR's staff, when possible, in securing and maintaining such benefits status of the CONSUMER hereunder. The PROVIDER's staff shall make pertinent sections of recipient program records available to appropriate staff of the PAYOR as required to meet the obligations hereunder.
- h. **Coordination of Benefits.** The PROVIDER shall submit itemized claims for coordination of benefits (COB) billing purposes detailing the daily revenue code to fulfill PAYOR'S State of Michigan reporting and COB requirements. Any dual eligible CONSUMER with a deductible/coinsurance will be paid by the PAYOR in

total up to the agreed upon payment amount for the billed service(s) identified in this agreement after all other payments, contractual adjustments, and any applicable co-payment, CONSUMER pay, or Medicaid Spend Down amounts have been deducted. The PAYOR shall only be responsible for and limit reimbursement to the PROVIDER for any amount less than the agreed upon amount for the billed service(s) identified in this agreement. In cases where third party coverage reimbursement exceeds the agreed upon amount for the billed service(s) identified in this agreement, no additional payment will be authorized the PAYOR. In all cases where the PAYOR is the secondary PAYOR, the PROVIDER shall submit an Explanation of Benefits (EOB) from the primary insurance coverage carrier along with the claim for service reimbursement to the PAYOR within 30 days of the month of service.

- i. **Third Party Liability Requirements.** The PROVIDER is required to identify and seek recovery from all liable third parties, consistent with the requirements of the Mental Health Code, the MDHHS/CMHSP Master Contract for General Funds and with the MDHHS/PIHP Master Contract for Medicaid Funds. The PROVIDER shall be responsible under this Agreement for seeking support/service reimbursements, if applicable, from third party liability claims for the CONSUMER hereunder, pursuant to federal and State requirements. The PROVIDER shall not seek or collect any support/service fee payments directly from the CONSUMER, legal guardian, parents or relatives, etc. or any reimbursement fee payments from Medicare, and/or private insurers, the State of Michigan, health maintenance organizations, or other managed care entities acting on behalf of private insurers, etc., for PROVIDER's supports/services rendered hereunder, unless authorized to do so, in writing, by the PAYOR.
- j. **Payment in Full.** Payments from the PAYOR for valid claims for PAYOR authorized supports and services rendered by the PROVIDER to the PAYOR's CONSUMER under this Agreement shall constitute payment in full. The PROVIDER shall be solely responsible for its payment obligations and payments to its subcontractors, if any, for performing supports and services required of the PROVIDER under this Agreement. Payments from the PROVIDER to its subcontractors for performing supports and services required of the PROVIDER hereunder shall be made on a timely basis and on a valid claim basis.

The PROVIDER and/or its subcontractors, if any, shall not seek or collect any support/service fee payments directly from the CONSUMER, legal guardian, parents or relatives, etc., unless specifically authorized by the PAYOR, in writing, to do so. It is expressly understood and agreed by the PROVIDER that:

1. The PROVIDER and/or its subcontractors shall not require any co-payments, recipient pay amounts, or other cost sharing arrangements for the PROVIDER's supports/services required hereunder and/or for supports/services of a subcontractor, unless specifically authorized by the PAYOR, the State or federal regulations and/or policies thereof.
2. The PROVIDER and/or its subcontractors shall not bill the individual for any difference between a supports/services charge of the PROVIDER nor of a subcontractor and the PAYOR's payment for the PROVIDER's supports/services required hereunder.
3. The PROVIDER and/or its subcontractors shall not seek nor accept additional supplemental payments from the individual, his/her family, or representative, for the PROVIDER's supports/services required hereunder and/or for the

supports/services of a subcontractor.

- k. Refunding of Payments.** The PROVIDER shall not bill the PAYOR for supports/services rendered hereunder in any instances in which the PROVIDER received monies directly for them from another funding source or from another party that provides for, reimburses, offsets, or otherwise covers payment retroactively, currently, or subsequently for such supports/services. At any time it is determined, after supports/services claims reimbursement to the PROVIDER has been made by the PAYOR, that the PROVIDER received monies directly for the supports/services from another funding source or from another party that provides for, reimburses, offsets, or otherwise covers payment retroactively, currently, or subsequently for such supports/services, the PROVIDER shall refund to the PAYOR an amount equal to the sums reimbursed by third party PAYORs and/or paid by any other source. The PROVIDER shall notify the PAYOR immediately of any receipt of such monies for such purposes hereunder.
- l. Unallowable Supports/Services/Cost Claims and Financial Paybacks.** Should the PROVIDER fail to fulfill its obligations as specified in this Agreement, thereby resulting in unallowable Medicaid or non Medicaid program supports/services or costs/claims, it shall not be reimbursed by the PAYOR hereunder for any such supports/services and/or cost claims; thereto, the PROVIDER shall repay to the PAYOR as financial paybacks of any claims payments made by the PAYOR to the PROVIDER for unallowable supports/services and/or cost claims. This requirement shall survive the termination of this Agreement and such repayment shall be made by the PROVIDER to the PAYOR within sixty (60) days of PAYOR's final disposition notification to the PROVIDER that financial payback by the PROVIDER is required.
- m. Compliance.** If the PROVIDER does not remain in compliance with the applicable requirements of this Agreement, in the sole judgement of the PAYOR, the PAYOR may take actions to void, pend or deny claims, initiate recoveries and/or sanctions, or take other actions as reasonably necessary to compel PROVIDER compliance.
- n. Disallowed Expenditures and Financial Repayments.** In the event that the MDHHS, the PAYOR, the State of Michigan, or the federal government ever determines in any final revenue and expenditure reconciliation and/or any final finance or service audit that the PROVIDER has been paid inappropriately per the PAYOR's expenditures of federal, state, and/or local funds under this Agreement for Medicaid or non-Medicaid program supports/services claims, and/or cost claims which are later disallowed, the PROVIDER shall fully repay the PAYOR for such disallowed payments within sixty (60) days of the PAYOR's final disposition notification of the disallowances, unless the PAYOR authorizes, in writing, additional time for repayment.

By signature below, PROVIDER acknowledges, agrees, and certifies that PROVIDER will accept and comply with the policies and procedures set forth in this attachment, as the same may be amended from time to time.

Jason Turk

Signed: 10/4/2024

Signature, PROVIDER Authorized Representative

Attachment J - BAA

BACKGROUND

The Use or Disclosure of Protected Health Information by covered entities and business associates (and a subcontractor of a business associate) is regulated by applicable provisions of the Standards for Privacy of Individually Identifiable Health Information, the Security Standards for the Protection of Electronic Protected Health Information, the Breach Notification Rule, and the Enforcement Rule, located at 45 CFR Parts 160 and 164, subparts A, C, D and E, promulgated by the United States Department of Health and Human Services, pursuant to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended by Title XIII, Subtitle D of the Health Information Technology for Economic and Clinical Health Act of 2009, Public Law No. 111-5 .

Jackson-Hillsdale Community Mental Health Board (“LifeWays”) and Business Associate are parties to one or more agreements or arrangements pursuant to which Business Associate provides certain services (“Services”) on behalf of LifeWays. Such Services involve the Use or Disclosure of Protected Health Information of Individuals created, received, maintained or transmitted by Business Associate on behalf of LifeWays.

The purpose of this Business Associate Agreement (“Agreement”) is to set forth LifeWays’ and Business Associate’s obligations and agreement regarding the Use and Disclosure of such Protected Health Information.

To the extent that LifeWays and Business Associate previously entered into a Business Associate Agreement, or any amendments to such, this Agreement specifically supersedes all such prior agreements.

TERMS

Consistent with the above Background which is hereby incorporated into this Agreement, Business Associate and LifeWays (the “Parties”) agree as follows:

1. Definitions. In addition to those terms already defined, the capitalized terms used in this Agreement will have the same meaning as those terms in the HIPAA Rules unless the context requires otherwise. These terms include the following:

1.1 Breach. The acquisition, access, use or disclosure of PHI in a manner not permitted under the Privacy Rule, which compromises the security or privacy of such information, subject to the exceptions set forth in the HITECH Act and in 42 CFR 164.402(1), as may be amended.

1.2 Breach Notification Rule. The breach of unsecured PHI requirements described in Section 13402 of the HITECH Act and 45 CFR Part 160 and Subpart D of Part 164, as may be amended.

1.3 Designated Record Set. A group of records maintained by or for a covered entity that is: (i) the medical records and billing records about individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered entity to make decisions about individuals (45 CFR 164.501).

1.4 Disclosure. The release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information (45 CFR 160.103).

1.5 Electronic Health Record. An electronic record of health-related information on an Individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff (Section 13400(5) of the HITECH Act).

1.6 Electronic Media. Electronic Media means (i) electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as memory sticks, magnetic tape or disk, optical disk, or digital memory card; and (ii) transmission media used to exchange information already in electronic storage media; transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. However, certain transmissions, including paper, via facsimile, and of voice, via telephone are not considered to be transmissions via Electronic Media if the information being exchanged did not exist in electronic form immediately before the transmission.

1.7 Electronic PHI. PHI that is transmitted by or maintained in Electronic Media (45 CFR 160.103).

1.8 Enforcement Rule. The HIPAA enforcement rule, which pertain to compliance and investigations, the imposition of civil money penalties for violations of the HIPAA Administrative Simplification Rules, and procedures for hearings (45 CFR Part 160, Subparts C, D, and E).

1.9 HIPAA. The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as may be amended.

1.10 HIPAA Rules. As used in this Agreement, collectively the Privacy Rule, Security Rule, Breach Notification Rule and Enforcement Rule, as may be amended.

1.11 HITECH Act. The Health Information Technology for Economic and Clinical Health Act, which is Title XIII of Division A, and Title IV of Division B, of the American Recovery and Reinvestment Act of 2009, Public Law No. 111-5, as may be amended.

1.12 Individual. The person who is the subject of Protected Health Information (45 CFR 160.103).

1.13 Individually Identifiable Health Information. Information that is a subset of health information, including demographic information collected from an Individual, and: (1) is created or received by a health care provider, health plan, employer, or health care clearinghouse; and (2) relates to the past, present, or future physical or mental health or

condition of an Individual; the provision of health care to an Individual; or the past, present, or future payment for the provision of health care to an Individual; and (i) that identifies the Individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the Individual (45 CFR 160.103).

1.14 Privacy Rule. Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Subparts of A and E of Part 164, as may be amended.

1.15 Protected Health Information or PHI. Individually Identifiable Health Information that is (i) transmitted by Electronic Media; (ii) maintained in Electronic Media; or (iii) transmitted or maintained in any other form or medium. Protected Health Information excludes Individually Identifiable Health Information: (i) in education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) in records described at 20 U.S.C. 1232g(a)(4)(B)(iv); (iii) in employment records held by a covered entity in its role as employer; and (iv) regarding a person who has been deceased for more than 50 years (45 CFR 160.103).

1.16 Required by Law. A mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law (45 CFR 164.103).

1.17 Secretary. The Secretary of the United States Department of Health and Human Services or designee (45 CFR 160.103).

1.18 Security Incident. The attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system (45 CFR 164.304).

1.19 Security Rule. The Security Standards for the Protection of Electronic Protected Health Information, 45 CFR Part 160 and Subparts A and C of Part 164, as may be amended.

1.20 Services Agreement. The underlying agreement(s) that set forth the terms of the services that Business Associate has agreed to provide for LifeWays and that require the Use or Disclosure of PHI.

1.21 Subcontractor. A person to whom Business Associate delegates a function, activity or service, other than in the capacity of a member of the Workforce of Business Associate, a Subcontractor that creates, receives, maintains or transmits PHI on behalf of a business associate is deemed to be a “business associate” (45 CFR 160.103).

1.22 Unsecured PHI. PHI not secured through the use of a technology or methodology specified in guidance by the Secretary that renders PHI unusable, unreadable or indecipherable to unauthorized persons (45 CFR 164.402).

1.23 Use. The sharing, employment, application, utilization, examination, or analysis of Individually Identifiable Health Information, in any form or medium whatsoever, within an entity that maintains such information (45 CFR 160.103).

1.24 Workforce. Employees, volunteers, trainees and other persons whose conduct in the

performance of work for LifeWays, whether paid or not, or whose conduct in the performance of work for business associate, is under the direct control of business associate, whether paid or not (45 CFR 160.103).

2. Obligations and Activities of Business Associate. Business Associate agrees to maintain the confidentiality of any PHI created, received, maintained or transmitted by Business Associate on behalf of LifeWays in accordance with all applicable federal, state and local laws and regulations, and more specifically, in accordance with the following:

2.1 Uses and Disclosures of PHI. Business Associate shall not Use or Disclose PHI created, received, maintained or transmitted by Business Associate on behalf of LifeWays other than as permitted or required by this Agreement or as Required by Law.

2.2 Minimum Necessary. Business Associate shall limit Uses and Disclosures of, and requests for, PHI to the minimum necessary (as defined in the HIPAA Rules, as the same may be amended from time to time) to accomplish the intended purpose of the Use, Disclosure or request.

2.3 Mitigation of Harmful Effects. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate, its Subcontractors or agents, if any, in violation of the requirements of this Agreement.

2.4 Safeguards to Protect PHI. Business Associate shall establish and use appropriate administrative, technical, and physical safeguards (and comply, where applicable, with the Security Rule safeguards with respect to any Electronic PHI) to reasonably and appropriately protect the confidentiality, integrity and availability of PHI and prevent the Use or Disclosure of PHI other than as provided for by this Agreement.

2.5 Reporting of Improper Use or Disclosure of PHI. As more fully described in Section 7, Business Associate shall report to LifeWays any Use or Disclosure of PHI not authorized by this Agreement of which Business Associate becomes aware, including any actual or perceived Breaches of Unsecured PHI and any Security Incident of which it becomes aware.

2.6 Subcontractors. Business Associate will ensure that any Subcontractor that creates, receives, maintains or transmits PHI or, if applicable, Electronic PHI on behalf of Business Associate agrees in writing to the same restrictions and conditions that apply to Business Associate with respect to such information, including, but not limited to, the safeguard requirements, breach reporting requirements and the termination requirements. Business Associate will satisfy this requirement by entering into a written business associate agreement with a Subcontractor ("Subcontractor Agreement), which shall comply with the applicable Privacy Rule and Security Rule requirements.

2.7 Requests to Access or Amend PHI in a Designated Record Set. In the event that Business Associate maintains any PHI in a Designated Record Set, upon request, Business Associate will make available to LifeWays PHI in such manner and format necessary for LifeWays to respond to and process an Individual's request for access or amendment to the PHI. As directed by LifeWays, Business Associate will incorporate any amendments to PHI in a Designated Record Set. Nothing in this Agreement shall be interpreted to require either party to provide an Individual access to: (i) information compiled in reasonable anticipation of, or

for use in, a civil, criminal or administrative action or proceeding; (ii) psychotherapy notes; or (iii) information that is protected from disclosure under the Clinical Laboratory Improvements Amendments of 1988.

2.8 Accounting of Disclosures. Business Associate will document such Disclosures of PHI and information related to such Disclosures as would be required for LifeWays to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528, and as applicable, Section 13405(c) of the HITECH Act and its implementing regulations.

2.8-1 Within five (5) days of notice by LifeWays to Business Associate that it has received a request for an accounting of Disclosures of PHI regarding an Individual during the six (6) years prior to the date on which the accounting was requested, Business Associate will make available to LifeWays information to permit LifeWays to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. § 164.528.

2.8-2 Upon the effective date of the appropriate implementing regulations for Section 13405(c) of the HITECH Act, in the case of an electronic health record maintained or hosted by Business Associate on behalf of LifeWays, the accounting period shall be three (3) years and the accounting shall comply with the requirements of the implementing regulations for Section 13405(c) of the HITECH Act, which regulations may require Business Associate to account for disclosures made for treatment, payment and health care operations purposes.

2.8-3 In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall within two (2) days forward such request to LifeWays.

2.9 Availability of Books and Records. Business Associate agrees to make its internal practices, policies, procedures, books and records and documentation relating to the Use and Disclosure of PHI (including Electronic PHI) received from, or created or received by Business Associate on behalf of LifeWays available to the Secretary of the United States Department of Health and Human Services, in a time and manner designated by the Secretary, for purposes of the Secretary determining compliance with the HIPAA Rules.

2.10 Carrying Out LifeWays's Obligations. To the extent Business Associate is asked to carry out any of LifeWays' obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to LifeWays in the performance of such obligation.

2.11 Requests for Restrictions on Certain PHI Disclosures to Health Plans. Upon the request of LifeWays, Business Associate shall comply with any request of an Individual to not Disclose PHI to a health plan if the Disclosure is for purposes of carrying out Payment or Health Care Operations and is not otherwise Required by Law, and the PHI pertains solely to a health care item or service for which the provider has been paid out of pocket in full.

2.12 Restrictions on Marketing, Fundraising and the Sale of PHI. Business Associate shall not engage in any marketing or fundraising on its own behalf that involves the Use or Disclosure of PHI. Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual unless a valid authorization is obtained or an exception described in 45 CFR 164.502(a)(5)(ii)(B)(2) applies.

2.13 Electronic PHI. To the extent Business Associate creates, receives, maintains or transmits Electronic PHI on behalf of LifeWays, Business Associate shall:

2.13-1 Implement Administrative, Physical and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI it creates, receives, maintains or transmits on behalf of LifeWays, and comply with the policies and procedures requirements, the documentation requirements and other applicable requirements of the Security Rule.

2.13-2 Ensure that any Subcontractor that creates, receives, maintains or transmits Electronic PHI on behalf of Business Associate enters into a written agreement with Business Associate in which the Subcontractor agrees to protect the security of Electronic PHI by complying with the applicable safeguards, policies, procedures and documentation requirements described in Section 2.13-1 and comply with other applicable requirements of the Security Rule.

2.13-3 As more fully described in Section 7, report to LifeWays any Security Incident of which Business Associate becomes aware, including any Breaches of Unsecured PHI, without unreasonable delay and within five (5) days of becoming aware of such Security Incident or Breach of Unsecured PHI.

3. Permitted Uses and Disclosures by Business Associate. Except as otherwise limited in this Agreement:

3.1 Use or Disclosure for Business Associate Services. Business Associate may Use or Disclose PHI for the purpose of providing the Services for LifeWays.

3.2 Uses for Business Associate's Management and Administration. Business Associate may Use PHI for the proper management and administration of Business Associate or to carry out Business Associate's own legal responsibilities.

3.3 Disclosures for Business Associate's Management and Administration. Business Associate may Disclose PHI to a third party for the proper management and administration of Business Associate or to carry out Business Associate's own legal responsibilities provided the Disclosure is Required By Law, or Business Associate obtains reasonable assurances from the third party to whom the information is Disclosed that such PHI will be held secure and confidential and only be Disclosed as Required by Law or for the purpose for which it was Disclosed to the third party, and that any breaches of confidentiality of the PHI which become known to such third party will be reported to the Business Associate.

3.4 Use or Disclosure for Data Aggregation Services. Upon the request of LifeWays, Business Associate may Use or Disclose PHI to provide Data Aggregation services relating to the Health Care Operations of LifeWays.

4. Obligations of LifeWays.

4.1 Notice to Business Associate. LifeWays shall notify Business Associate of any limitations in its Notice of Privacy Practices to the extent that such limitations may affect Business Associate's Use or Disclosure of PHI.

4.2 Changes in or Revocation of Permission to Use or Disclose PHI. LifeWays shall notify

Business Associate of any changes in, or revocation of, permission by an Individual to Use or Disclose PHI, if such changes affect Business Associate's Use or Disclosure of PHI.

4.3 Restrictions to the Use or Disclosure of PHI. LifeWays shall notify Business Associate of any restriction to the Use or Disclosure of PHI, which LifeWays has agreed to, or must make, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

4.4 Impermissible Requests by Covered Entity. LifeWays shall not request Business Associate to Use or Disclose PHI in any manner that would not be permitted by the HIPAA Privacy Rule if done by LifeWays except to permit Business Associate to Use or Disclose PHI to provide data aggregation services, for the management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.

5. Term and Termination.

5.1 Term. This Agreement takes effect on the date this Agreement is signed (i.e., the last date of signature by one of the Parties). However, if Business Associate commences services for LifeWays before this Agreement is signed, the Parties shall be subject to the obligations under the HIPAA Rules that were in effect at that time. The requirements under this Agreement are continuing and survive termination of this Agreement or the Services Agreement or arrangement between LifeWays and Business Associate until all PHI, received from, or created by or received by Business Associate on behalf of LifeWays, that the Business Associate still maintains in any form is returned to LifeWays. If it is not feasible to return or destroy PHI, Business Associate shall extend protections to such information, in accordance with Section 5.3-2.

5.2 Termination. Upon LifeWays' knowledge of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Agreement, LifeWays shall notify Business Associate of the breach or violation and provide Business Associate with a reasonable opportunity to cure the breach, if curable, or end the violation. If curing the breach or ending the violation is not possible, or if Business Associate does not cure a curable breach or end the violation within a reasonable time specified by LifeWays, LifeWays may immediately terminate this Agreement and the Services Agreement with Business Associate.

5.3 Effect of Termination.

5.3-1 Return or Destroy PHI. Except for PHI retained by Business Associate as necessary for proper management and administration activities of Business Associate or to carry out Business Associate's own legal responsibilities, or as otherwise provided in Section 5.3-2, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from LifeWays, or created or received by Business Associate on behalf of LifeWays that Business Associate still maintains in any form.

5.3-2 Secure PHI if Return or Destruction is Not Feasible. In the event Business Associate and LifeWays determine that returning or destroying the PHI is infeasible, Business Associate shall provide to LifeWays written notification of the conditions that make return or destruction infeasible and Business Associate shall extend the protections of this Agreement to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate and/or its Subcontractors or agents

maintains such PHI.

5.3-3 Termination of Subcontractor Agreements. Upon termination of this Agreement, Business Associate agrees that it will terminate its Subcontractor Agreements with any Subcontractor to whom Business Associate has delegated functions Business Associate was performing on behalf of LifeWays and require its Subcontractors to return or destroy all PHI received from Business Associate, or created or received by Subcontractor on behalf of LifeWays that Subcontractor still maintains in any form.

6. Independent Contractor Status. In the performance of Services on behalf of LifeWays, Business Associate is an independent contractor of LifeWays and shall not be considered an agent of LifeWays.

7. Notification of Breaches of Unsecured PHI, Security Incidents and/or Improper Uses or Disclosures of PHI. Business Associate shall notify LifeWays of its discovery of a Breach of Unsecured PHI, Security Incident or improper Use or Disclosure of PHI, without unreasonable delay, within five (5) business days after Business Associate becomes aware of such Breach of Unsecured PHI, Security Incident or improper Use or Disclosure of PHI. To the extent known, the report shall include identification of the Individuals whose Unsecured PHI has been (or is reasonably believed to have been) accessed, acquired, or disclosed during the Breach or Security Incident; and a brief description of what happened including the date of the Breach or Security Incident, the date of discovery of the Breach, or Security Incident and the type of Unsecured PHI involved in the Breach or Security Incident. A Breach, whether actual or perceived, will be treated as discovered as of the first day that such Breach is known or reasonably should have been known to the Business Associate. The Parties shall cooperate fully and in good faith with each other in connection with resolving any Breaches of Unsecured PHI, Security Incident or improper Uses or Disclosures of PHI, including, but not limited to, investigating the Breach, Security Incident or improper Use or Disclosure or Breach, preparing any required notifications to Individuals and others, mitigating the harm, and taking corrective action, as applicable, and shall be responsible for all costs incurred by LifeWays for those activities.

8. Indemnification. Business Associate shall, at its sole cost and expense, defend, indemnify and hold harmless LifeWays and its officers, directors, employees and agents from and against any and all claims, demands, costs, expenses, liabilities and losses, including reasonable attorneys' fees and punitive damages, which may arise against LifeWays as a result of any breach of Business Associate's duties under this Agreement. To the extent Business Associate has limited its liability under the terms of a separate agreement between the Parties, all limitations will exclude any damages to LifeWays arising out of this Section.

9. Injunctive Relief. Business Associate acknowledges that its unauthorized Use or Disclosure of PHI would cause irreparable harm to LifeWays and the Individuals it serves, and in such event, LifeWays shall be entitled to avail itself of all rights and remedies available to LifeWays, including obtaining injunctive relief and collecting damages.

10. Ownership Rights to PHI. Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI received from LifeWays, or created or received by Business Associate on behalf of LifeWays.

11. Miscellaneous.

11.1 Regulatory References. A reference in this Agreement to a provision in the HIPAA Rules means the provision as in effect or as amended, and for which compliance is required.

11.2 Amendment. The Parties agree to take such action that is necessary from time to time to amend this Agreement to comply with the requirements of the HIPAA Rules, HIPAA, the HITECH Act and any other applicable law. Until such time as amendments can be made, this Agreement shall be deemed to be automatically amended to comply with the new requirements.

11.3 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Parties to comply with the HIPAA Rules.

11.4 Notices. In the event the Services Agreement does not set forth a notice provision, the provisions of this Section 11.4 shall apply when notice must be given under this Agreement; otherwise the notice provisions of the Services Agreement shall apply. Any notice, demand or communication required, permitted or desired to be given under this Agreement shall be deemed properly given when personally delivered, delivered by an overnight delivery service (e.g., Fed Ex, UPS, U.S. Express Mail) requiring a party's signature to acknowledge delivery, by electronic facsimile (confirmed by first class mail placed in the mail no later than the following day) or mailed by registered or certified mail, return receipt requested, to the address indicated below each party's signature (or to such other address as one party may notify the other party in writing). Notice shall be deemed to have been given upon transmittal thereof as to communications transmitted by electronic facsimile, upon personal delivery or upon delivery by an overnight delivery service, or the second business day after mailing by certified mail.

11.5 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to, nor shall it, confer upon any person other than the Parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities whatsoever.

11.6 Priority of Agreement. If any provision of this Agreement is inconsistent with the terms of the Services Agreement, the terms of this Agreement shall prevail (except as otherwise provided in Section 11.7).

11.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of laws principles except to the extent Michigan law has been pre-empted by HIPAA or another federal privacy law. The parties agree that any action relating to this Agreement shall be brought solely in the Federal District Court for the Eastern District of Michigan or in a State of Michigan court located in Jackson County, Michigan. However, if the action also relates to Services Agreement, the jurisdiction and venue specified in the Services Agreement will control over this provision.

11.8 Survival. The respective rights and obligations of the Business Associate under the termination provision of this Agreement and the Breach Notification provision shall survive the termination or expiration of this Agreement.

Record of Signing

For
Name
Title

Jason Turk

Signed on 2024-10-04 18:50:24 GMT

Secured by Concord™
DocumentID: 02xs8Q8ll6UOI4cDJexTn5
SigningID: 02xs8Q8lZ13yvRTGL8qYoX
Signing date: 10/4/2024
IP Address: 170.85.56.172
Email: contractssupport@centriahealthcare.com

For
Name
Title

Maribeth Leonard

Signed on 2024-10-06 18:17:29 GMT

Secured by Concord™
DocumentID: 02xs8Q8ll6UOI4cDJexTn5
SigningID: 02xtGI6LBOuVye22SClbWM
Signing date: 10/6/2024
IP Address: 68.37.105.124
Email: maribeth.leonard@lifewaysmi.org

For
Name
Title

Matthew Owens

Signed on 2024-10-10 16:25:31 GMT

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DocumentID: 02xs8Q8ll6UOI4cDJexTn5
SigningID: 02xvUtozAP3YIIS85xzXHd
Signing date: 10/10/2024
IP Address: 172.8.196.68
Email: matt.owens@lifewaysmi.org



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