MDwise Excel Network
2020 Form Provider Contract
Centrality Behavioral Support Training LLC
TIN: 464197524

IMPORTANT NOTICE: THIS AGREEMENT IS BINDING UPON EACH PARTY AT THE TIME THAT THE PARTY SIGNS THIS AGREEMENT, PROVIDED THAT THIS AGREEMENT REMAINS SUBJECT TO THE APPROVAL OF THE STATE OF INDIANA, AND MAY BE AMENDED BY DELIVERY SYSTEM TO COMPLY WITH ANY REQUIREMENTS OF THE STATE OF INDIANA. PROVIDER ACKNOWLEDGES THAT THE REQUIREMENTS OF THE MDWISE PLAN, THE STATE OF INDIANA AND APPLICABLE LAWS AND REGULATIONS, AS AMENDED FROM TIME TO TIME, ARE INCORPORATED INTO THIS AGREEMENT.

MDWISE PLAN
PARTICIPATING PROVIDER AGREEMENT

THIS MDWISE PLAN PARTICIPATING PROVIDER AGREEMENT (this "Agreement"), is made by and between MDwise Excel Network ("Delivery System"), an Indiana nonprofit corporation, and Provider (as defined below), as of the Effective Date.

Recitals

A. Delivery System administers a provider network that provides Indiana Medicaid Program Covered Services to Covered Persons through the MDwise Plan (as those terms are defined below).

B. Provider meets the credentialing criteria of MDwise and Delivery System.

C. Delivery System desires to engage Provider to deliver or arrange for the delivery of Covered Services to Covered Persons upon the terms set forth in this Agreement.

D. Provider is willing and able to deliver or arrange for the delivery of Covered Services to Covered Persons upon the terms set forth in this Agreement.

Agreement

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Definitions

As used in this Agreement, including all Attachments and Schedules to this Agreement, the following terms, when capitalized, shall have the following meanings:

a. **"CHIP"** means the Indiana Children's Health Insurance Program.

b. **"Clean Claim"** means a request for payment for Covered Services rendered by Provider that (i) is timely submitted by Provider in accordance with claim filing requirements under

applicable law and regulations, the State Contract, Program rules and then-current MDwise Plan policies and procedures, (ii) is accurate and in the format required by MDwise Plan policies and procedures, (iii) includes all material information required by MDwise Plan, including, without limitation, all required substantiating documentation and information related to Coordination of Benefits and third-party liability, (iv) is undisputed as to the amount of the claim, (v) includes no indication of fraudulent content or submission, and (vi) meets the definition of a "clean claim" as set forth in Indiana Code Section 12-15-13-0.5, as amended from time to time.

c. **"Coordination of Benefits"** means the determination of whether Covered Services provided to Covered Persons shall be paid for, either in whole or in part, under any other private or government health benefit plan or any other legal or contractual entitlement, including, but not limited to, a private group indemnification or insurance program.

d. **"Copayment"** means a charge that Covered Persons may be required to pay directly to Provider in accordance with the applicable Program.

e. **"Covered Persons"** means the individuals determined by the State to be eligible for Covered Services under the Program.

f. **"Covered Services"** means all those Medically Necessary health care services covered under the Program and that Provider has been contracted to deliver under this Agreement.

g. **"Credentialing"** means the NCQA and other MDwise and Delivery System criteria and procedures for determining whether a physician, health care provider or health care institution may be a Participating Provider under the Plan.

h. **"Delivery System Agreement"** means the MDwise Delivery System Agreement by and between Delivery System and MDwise to be effective January 1, 2017, pursuant to which Delivery System shall provide or arrange for Covered Services to Covered Persons in accordance with the Plan.

i. **"Effective Date"** means the later of (i) the effective date on the signature page of this Agreement or (ii) the effective date of the State Contract.

j. **"Emergency Medical Condition"** means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in the following: (i) placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy, (ii) serious impairment to bodily functions, or (iii) serious dysfunction of any bodily organ or part.

k. **"Emergency Services"** are defined at 42 CFR 438.114 and are covered inpatient and outpatient services that are needed to evaluate or stabilize an emergency medical condition and are furnished by a provider that is qualified to furnish such services under Medicaid.

l. **"Healthy Indiana Plan"** or **"HIP"** means the health care coverage plan established under IC 12-15-44.2 and RFS 16-35.

m. **"Hoosier Healthwise"** means the health care coverage plan established under IC 12-15-12 and RFS 16-35.

n. **"IDOA"** means the Indiana Department of Administration.

o. **"IFSSA"** or "FSSA" means the Indiana Family and Social Services Administration.

p. **"IHCP"** means the Indiana Health Coverage Programs.

q. **"MDwise"** means MDwise, Inc., an Indiana nonprofit corporation.

r. **"Medical Director"** means the individual(s) designated by MDwise and/or Delivery System to monitor the delivery of Covered Services and administer Delivery System related services, including the functions of utilization review and quality assurance.

s. **"Medically Necessary"** means health care services or supplies that are appropriate with regard to the general standards of medical practice and, as determined by the Medical Director, can reasonably be expected to (i) prevent or diagnose the onset of an illness, injury, condition, primary disability or secondary disability; (ii) cure, correct, reduce or ameliorate the physical, mental, cognitive or developmental effects of an illness, injury, or disability; or (iii) reduce or ameliorate the pain or suffering caused by an illness, injury, condition or disability. However, notwithstanding the above, the services or supplies must not be solely for the convenience of the Covered Person or his or her Provider; and must be the most efficient and least restrictive level of services or supplies that can be safely and effectively provided to the Covered Person.

t. **"NCQA"** means the National Committee for Quality Assurance.

u. **"Non-Covered Services"** means health care services that are not Covered Services, as defined in this Agreement.

v. **"Office" or "OMPP"** means the Indiana State Office of Medicaid Policy and Planning.

w. **"Out-of-Plan Services"** means health care services obtained from an IHCP enrolled health care provider who is not employed by or under contract with Delivery System or with another organization that has an agreement with Delivery System to render Covered Services under the Plan.

x. **"Participating Hospital"** means a hospital that (i) is duly licensed to provide the services it provides under the laws of the State of Indiana, (ii) has entered into a participation agreement with Delivery System pursuant to which it provides Covered Services to Covered Persons, and (iii) is duly credentialed by the Plan in accordance with the then-current Credentialing requirements for the services the hospital provides, including, without

limitation, accreditation by a recognized accrediting body as referenced in MDwise's and Delivery System's credentialing policies.

y. **"Participating Physician"** means a physician (i) duly licensed under the laws of the State of Indiana to provide the professional services that the physician provides, (ii) who either has entered into a participation agreement with Delivery System or is an employee of or under contract with a Participating Provider to provide services on behalf of such Participating Provider, and (iii) who is duly credentialed in accordance with the then-current Credentialing requirements for the services the physician provides.

z. **"Participating Physician Group"** means an entity (i) duly organized to provide the services it provides under the laws of the State of Indiana, (ii) that has entered into a participation agreement with Delivery System pursuant to which it provides Covered Services to Covered Persons through Participating Physicians that are employees of or under contract with such Participating Physician Group, and (iii) whose providers are duly credentialed in accordance with the then-current Credentialing requirements for the services the Participating Physician Group provides.

aa. **"Participating Provider"** or "**Provider**" means a Participating Hospital, Participating Physician, Participating Physician Group, Participating Advanced Practice Nurse (as defined in Indiana Code 25-23-1-1) or any other person or entity that (i) is duly licensed to provide the health care services such person or entity is providing under the laws of the State of Indiana, (ii) is enrolled as an Indiana Health Coverage Programs provider, (iii) has entered into a participation agreement with Delivery System to provide Covered Services to Covered Persons or is an employee of or under contract with a Participating Provider, and (iv) is duly credentialed in accordance with the then-current Credentialing requirements for the services the Participating Provider provides.

bb. **"Plan" or "MDwise Plan"** means the system of administering and providing Covered Services under the Hoosier Healthwise and/or Healthy Indiana Plan Program(s), as developed by MDwise, which is described in the Proposals. For purposes of this Agreement, the "Plan" includes the MDwise-approved policies and procedures of Delivery System.

cc. "**Power Account**" means the Personal Wellness & Responsibility (POWER) Accounts established for and utilized by each HIP Member.

dd. **"Primary Care Services"** means (i) those Covered Services provided to a Covered Person involving initial and basic preventive and primary medical care, including, but not limited to, the Covered Services specifically identified as primary care services in the RFS and (ii) the supervision and coordination of the delivery of Covered Services to Covered Persons.

ee. **"Primary Medical Provider" or "PMP"** means a Participating Physician or Participating Provider (i) who is duly credentialed in accordance with the then-current Credentialing requirements for Primary Care Physicians/Primary Care Providers, (ii) who provides Primary

Care Services, and (iii) whose practice is a general medical practice or an internal medicine, general pediatrics, obstetrics/gynecology, or family medicine specialty practice.

ff. **"Program"** means the Indiana Medicaid and CHIP Risk-Based Managed Care Programs for Hoosier Healthwise and HIP programs as described in RFS 16-35 and RFS 15-001, respectively.

gg. **"Proposal"** means, together, the MDwise Business, Technical and Cost Proposal submitted to the State in response to RFS 16-035 for the Hoosier Healthwise and HIP.

hh. **"Provider"** means the individual or organization identified as the Provider on the signature page of this Agreement.

ii. **"Provider Manual"** means the MDwise Plan Provider Manual, including any Addendum developed by Delivery System, which describes the MDwise Plan participation requirements and administrative details.

jj. **"Quality Improvement"** means the process designed to monitor and evaluate the quality and appropriateness of care, pursue opportunities to improve care, and resolve identified problems in the quality and delivery of care under the Plan.

kk. **"RFS"** means Request for Services16-35, issued by IDOA on behalf of IFSSA seeking proposals for the provision of managed care services to certain Medicaid and CHIP enrollees under the Hoosier Healthwise and HIP.

ll. **"Self-Referral Service"** means services Covered Persons may obtain without Delivery System authorization from non-Delivery System Providers that are enrolled with the State as IHCP Providers. Such Self-Referral Services will be consistent with and limited to the applicable section(s) of RFS 16-35 and/or RFS 15-001.

mm. **"Specialist Physician"** means a Participating Physician who (i) is duly credentialed in accordance with the then-current Credentialing requirements for a specialist physician practicing in physician's medical specialty, including, without limitation, having achieved applicable board specialty certification or having completed an approved residency program in such medical specialty, (ii) provides services to Covered Persons within the range of such medical specialty; and (iii) meets any specialist physician requirements otherwise set forth in the State Contract or the RFS.

nn. **"State"** means the State of Indiana.

oo. **"State Contract"** means the contracts, between MDwise and the State of Indiana for MDwise to administer the Plans for the Hoosier Healthwise and HIP Programs effective January 1, 2017.

2. Provision of Services

a. **Covered Services.** Provider shall provide Covered Services to Covered Persons for the programs listed on the Provider enrollment form and the MDwise supplemental enrollment form. Covered Services vary by Program and shall be rendered in a manner consistent with the terms and conditions of this Agreement, the Delivery System Agreement, MDwise and Delivery System policies and procedures and the applicable State Contract, Proposal, and RFS as determined by the Program Covered Person is enrolled in. Provider must comply with Covered Persons (member) rights, as specified in MDwise policy, when rendering care and services in accordance with federal and state law and MDwise policies and procedures and treat Covered Persons with respect, dignity and consideration for member privacy. Provider shall allow Covered Persons to choose their health professional to the extent possible and appropriate.

b. **Non-Participating Providers and Prior Authorization.** Out-of-Plan Services are not the payment responsibility of Delivery System, except for (i) Emergency Services, (ii) Self-Referral Services with appropriate Delivery System authorization, when applicable, and (iii) any other service for which Delivery System has given its prior written authorization. If Provider refers a Covered Person to a non-Participating Provider without prior authorization from Delivery System, then Delivery System will not be financially responsible for any services rendered to the Covered Person by the unauthorized, non-Participating Provider.

c. **Covered Person Verification.** Pursuant to the then-current Program and MDwise Plan procedures, Provider shall establish a Covered Person's eligibility for services prior to rendering services, except in the case of an Emergency Medical Condition where such verification may be impractical. In the case of an Emergency Medical Condition, Provider shall establish a Covered Person's eligibility as soon as reasonably practical in accordance with applicable Program and MDwise Plan procedures. Delivery System shall communicate to Provider in a timely manner any material modifications to then-current eligibility verification procedures of the Program and MDwise Plan. Nothing contained in this Agreement shall, or shall be construed to, require advance notice, coverage verification, or pre-authorization for emergency room services provided in accordance with the federal Emergency Medical Treatment and Active Labor Act ("EMTALA") prior to Provider's rendering such services.

d. **Responsibility for Medical Care Decisions**. Provider shall be solely responsible for all medical advice and services provided by Provider to Covered Persons, and acknowledges and agrees that neither Delivery System nor MDwise Plan will be responsible nor liable for the manner or method by which Provider provides services to Covered Persons. Provider acknowledges and agrees that Delivery System or MDwise Plan may deny payment for provider services rendered to a Covered Person that it determines are not Medically Necessary, are not Covered Services pursuant to the State Contract, or are not otherwise provided in accordance with this Agreement, the State Contract and all Program and Plan requirements. Neither such a denial nor any other action taken by Delivery System or MDwise Plan pursuant to a utilization review, referral or discharge planning program shall operate to modify Provider's obligation to provide appropriate services to a Covered Person under applicable law and any applicable code of professional responsibility.

e. **Noninterference with Medical Care.** Provider agrees to provide treatment to Covered Persons in a manner consistent with sound medical judgment and practice. Nothing in this Agreement shall be construed to require Provider to take any action inconsistent with Provider's professional judgment concerning the medical treatment to be provided to Covered Persons. Delivery System shall not prohibit or restrict Provider from advising a Covered Person about his or her health status, medical care or treatment options, regardless of whether benefits for such care are provided under the Program, as long as Provider is acting within his or her scope of practice. However, Delivery System and MDwise reserve the right to make coverage decisions when a dispute exists regarding the medical necessity of a Covered Service. Provider will maintain the relationship of physician and patient with Covered Person, without intervention in any manner by Delivery System or its agents or employees, and Provider will be solely responsible for all medical advice to and treatment of his or her patients and for the performance of all medical services in accordance with accepted professional standards and practice.

f. **Coordinated and Managed Care**. Provider shall participate in Delivery System's programs designed to facilitate the coordination of all Medically Necessary Covered Services, including both physical and behavioral health care services. Physical health and behavioral health providers are required to share medical records upon request. Subject to medical judgment, patient care interests, and a patient's express instructions, and recognizing that the level of Covered Services provided by Provider may be affected by the Provider's scope of services, Provider shall abide by all applicable laws and regulations, the State Contract and all Program and Plan requirements governing the referral of Covered Persons. For Covered Persons requiring hospitalization, Provider shall abide by all applicable Delivery System policies and procedures and all State Contract, Program and Plan utilization review requirements.

g. **Continuation of Care.** Notwithstanding any other provision of this Agreement, Provider will continue to provide Covered Services, after any termination or expiration of this Agreement, to Covered Persons who were assigned to Provider on or before the day before the termination date or the expiration date, in accordance with the terms of this subsection. Provider will continue to provide Covered Services to Covered Persons assigned to Provider who are hospitalized through the date of discharge, the Covered Person ceases to have coverage through the Program or thirty-one (31) calendar days after termination or expiration of this Agreement, whichever is earlier. Upon termination or expiration of this Agreement, Provider will assist Delivery System in the orderly transfer of patient care and patient records to those providers who will assume care for the involved Covered Persons. For a Covered Person in a course of medical treatment for which a change of providers could be harmful, who has a chronic or disabling condition, or who is in the acute phase of an illness or the third trimester of pregnancy, at the time the Covered Person involuntarily changes plans or this Agreement terminates or expires, Provider will continue to provide all Covered Services, on a fee-for-service basis at the then-current Program fee schedule rates, and in accordance with generally accepted medical practice standards in effect at the time of treatment until the treatment is concluded, the Covered Person ceases to have coverage through the Program or until an appropriate transfer of care can be arranged. Consistent with NCQA requirements, the continuation of care obligations set forth in this subsection

will continue to apply in cases involving MDwise's or Delivery System's insolvency. The terms of this subsection shall survive the termination or expiration of this Agreement.

h. **Availability and Access.** Providers must provide or arrange for coverage for Covered Persons on a 24-hour-per-day, seven-day-per week basis. Provider agrees that scheduling of appointments, as appropriate, for Covered Persons shall be done in a timely manner, and in compliance with the Program and MDwise Plan appointment access, appointment wait times and office telephone answering time standards. Provider will maintain appointment hours that are convenient to serve Covered Persons, sufficient to meet Plan and Delivery System guidelines as set forth in the Provider Manual and no less than those offered to commercial members.

i. **Second Opinions**. In accordance with 42 CFR 438.206(b)(3), Provider shall comply with all member requests for a second opinion from another qualified Participating Provider, pursuant to applicable MDwise and Delivery System policies and procedures. If the provider network does not include a provider who is qualified to give a second opinion, Provider will assist member with a request to the Delivery System for the member to obtain a second opinion from a provider outside the network.

j. **Special Needs Members.** In accordance with 42 CFR 438.208(c), and pursuant to applicable MDwise and Delivery System policies and procedures, Provider shall assist members with special needs, who are determined to need a course of treatment or regular care monitoring, with a request to the Delivery System to directly access a specialist for treatment via an established mechanism such as a standing referral from the member's PMP or an approved number of visits.

k. **Women's Health**. In accordance with 42 CFR 438.206(b)(2), and pursuant to applicable MDwise and Delivery System policies and procedures, Provider shall assist female members with a request to the Delivery System to obtain direct access to a women's health specialist within the network for covered care necessary to provide women's routine and preventive health care services.

3. Compensation; Claims Submission; Etc.

a. **Compensation.** Delivery System shall compensate Provider for services provided under this Agreement in accordance with Schedule A-1 to this Agreement, as well as, to the extent that Provider is compensated on a capitation basis, in accordance with the terms of Attachment C. Provider recognizes and accepts the fees set forth in Schedule A-1 as payment in full, except for any copayments to be paid by the member as permitted under this Agreement. Payment terms shall also include the following, for all providers:

i. Delivery System shall adjudicate a Clean Claim submitted electronically within twenty-one (21) days following Delivery System's receipt of such Clean Claim from Provider.

ii. Delivery System shall adjudicate a Clean Claim submitted on paper within thirty (30) days following Delivery System's receipt of such Clean Claim from Provider.

iii. If third-party liability exists, Delivery System shall pay claims in accordance with any applicable Program requirements related to claims involving third-party liability.

b. **Claims Submission.** Provider must submit corresponding claim or encounter data for every service provided, including claims in which Covered Person had secondary coverage, with claim detail identical to that required for fee-for-service claims submissions. Provider shall submit claims on the appropriate claim form for all Covered Services within ninety (90) calendar days of the date those services are rendered, as required by the State. The timely filing requirement shall be waived in the case of claims for members with retroactive coverage, such as presumptively eligible women and newborns. Claims received after this ninety (90) day period may be denied for payment, except for claims that involve a third party payer. If Provider possesses the capabilities, claims should be filed electronically. Provider shall submit claims to the location and according to the technical specifications for the submission of claims as described in the Provider Manual, and subject to Program and Plan requirements.

c. **Recoveries from Third Parties.** Provider agrees to cooperate fully with Delivery System or its designee in the collection of reimbursements from third parties for the purposes of subrogation, workmen's compensation, and to recover costs that otherwise may be covered by another insurer, service plan, government, or third-party payor, or affiliate thereof, including but not limited to executing any documents reasonably requested by Delivery System or its designee to enforce such claims or to assign any payments to Delivery System. When Covered Persons are covered, either fully or partially, for services rendered by Provider under any other contractual or legal entitlement, including, but not limited to, a private group or indemnification program, Delivery System may be entitled to keep sums it recovers from such other entities, consistent with the RFS and applicable federal and state laws and regulations.

d. **No Liability.** Under no circumstances shall the State or MDwise be liable for any payments to Provider for Covered Services for Covered Persons or otherwise.

e. **No Recourse Against Covered Persons or MDwise**

i. Restriction. In accordance with prohibitions under applicable law, the State Contract and Program requirements, in no event, including but not limited to nonpayment by Delivery System, insolvency by Delivery System or breach of this Agreement, shall Provider (A) bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have recourse against Covered Persons (or any person acting on behalf of a Covered Person) for Covered Services rendered by Provider under this Agreement, in accordance with 42 CFR 438.106, except as otherwise specifically permitted under applicable law, the State Contract or Program rules or (B) maintain any action at law against MDwise or any Covered Person (or any person acting on behalf of a Covered Person) to collect any

amount alleged to be owed to Provider by Delivery System or (C) seek payment from Covered Persons for Covered Services furnished under a contract, referral or other arrangement, to the extent that those payments are in excess of the amount that the Covered Person would owe if the Provider provided the services directly. Notwithstanding the foregoing, Provider shall be entitled to collect co-payments as specifically provided for in Section 4(q), in applicable laws and regulations relating to Medicaid, HIP and CHIP and, where applicable, subrogation payments, coinsurance and fees for Non-Covered Services delivered on a fee-for-service basis.

ii. Prohibition on Balance Billing. Provider acknowledges and understands that it is prohibited by the State rules for a provider to balance bill a Covered Person (i.e., charge the Covered Person for Covered Services above the amount paid to the provider by the Plan). Provider acknowledges that it is subject to audit and corrective action for failure to comply with this requirement. Providers shall be given an opportunity to demonstrate that balance billing errors were due to the Covered Person's failure to alert Provider of the Covered Person's coverage under the Plan and therefore should document such cases.

iii. Survival of Provision. This provision shall survive the termination or expiration of this Agreement for any reason, shall be construed for the benefit of Covered Persons and supersedes any oral or written agreement entered into between Provider and a Covered Person.

f. **Covering Physicians.** If Provider is compensated on a capitated basis, for services provided by any physician covering for Provider, Provider shall be solely responsible for making suitable arrangements with the covering physician, and notifying Delivery System of such arrangements, regarding the manner in which the covering physician will be reimbursed or otherwise compensated for Covered Services.

g. **Financial Incentives.** No provision in this Agreement shall, or shall be construed to, create any financial incentive for Provider to withhold Medically Necessary services.

h. **Right to Offset. Overpayments and Underpayments.** MDwise must notify Provider in writing that an overpayment has been made and Provider, when in agreement that an overpayment has been made, must refund overpayment within 90 days of written notice by MDwise. If MDwise is not refunded the full un-contested amount within the 90 day period, MDwise may offset that amount against future claims payments. In the event an underpayment has been made, Provider must notify MDwise within 90 days from the date payment was made and MDwise, when in agreement that an underpayment has been made must remit the outstanding balance within 90 days of notice.

4. Provider's Responsibilities and Obligations

a. **PMPs.** In addition to the responsibilities and obligations set forth in this and other Sections of this Agreement, PMPs shall have the additional responsibilities and obligations set forth in Attachment B to this Agreement.

b. **Capitated Providers.** In addition to the responsibilities and obligations set forth in this and other Sections of this Agreement, Providers who are compensated on a capitated basis shall have the additional responsibilities and obligations set forth in Attachment C to this Agreement.

c. **Licensure.** At all times during the term of this Agreement, Provider shall (i) comply with all applicable licensure requirements; (ii) be a certified Medicare and certified Medicaid Provider, to the extent required under applicable law, State Contract and Program and Plan requirements; and (iii) not be subject to any adverse determination or action related to Provider's status as a certified Medicare and Medicaid provider. Provider shall ensure that each provider employed by or under contract with Provider is duly licensed, certified or registered as required by, and performs his or her duties in accordance with, all applicable laws and regulations, State Contract and Program and Plan requirements and applicable standards of professional ethics and practice. Provider shall notify Delivery System within three (3) business days following Provider's receipt of any notice regarding an adverse action related to any restrictions upon, or any suspension, loss or surrender of, any professional, license, certification or registration; privileges; Drug Enforcement Administration (DEA) provider number; or any other action that impacts Provider's ability to render Covered Services. Provider shall submit to Delivery System evidence of Provider's satisfaction of the requirements set forth in this Section upon any request by Delivery System.

d. **Credentialing.** Provider will submit to and abide by the Credentialing programs with respect to Provider's application for and continued participation in the Plan through Delivery System. Credentialing standards shall include a requirement that all providers be enrolled with the State as IHCP Providers and that all providers comply with the IHCP Provider Manual medical care standards and practice guidelines, all State record keeping requirements, OMPP's access and availability standards and all applicable quality improvement program standards. MDwise will credential providers within 60 days of a complete credentialing file.

e. **Organizational Provider Accreditation.** To the extent Provider operates a facility that provides services subject to review and accreditation by a recognized accrediting body under the then-current Credentialing requirements, Provider shall obtain and maintain such accreditation at all times during the term of this Agreement and shall notify Delivery System within three (3) business days following Provider's receipt of any notice regarding an adverse action related to any restrictions upon, or any suspension or loss of, such accreditation. Subject to applicable law, State Contract and Program and Plan requirements, this Agreement shall immediately terminate upon the expiration, surrender, revocation, restriction, or suspension of such accreditation.

f. **Quality and Utilization Management.** Provider agrees to participate in Quality Improvement goals and performance activities, care coordination activities, internal/external quality assurance, utilization review, peer review and/or grievance procedures, continuing medical education requirements and other policies and programs of the Delivery System as may be required from time to time. Provider shall cooperate with Delivery System in satisfying the accreditation standards of NCQA and CMS, among others. Provider agrees to participate in and cooperate with the decision, rules and regulations established by Delivery System's medical management and disease management programs. MDwise shall seek Plan Provider input into the development of MDwise Quality Improvement goals and medical management program activities through the MDwise Partnership Councils or other means, as appropriate.

g. **Admissions.** For a Covered Person's inpatient stay, Provider shall, and shall cause the Participating Providers employed by or under contract with Provider to, comply with all utilization review and Quality Improvement program requirements applicable to such stay under then-current Delivery System policies and procedures, applicable laws and regulations, State Contract and Program requirements.

h. **Medical Records.** Provider shall maintain standard medical records for Covered Persons as may be reasonably requested to fulfill the purposes of this Agreement and as required under State and federal laws and regulations. Provider must maintain Covered Persons' medical records in a detailed and comprehensive manner that conforms to good professional medical practice, permits effective professional medical review and audit processes, facilitates an accurate system for follow-up treatment, and records, in accordance with 42 C.F.R. 431.305 and 405 IAC 1-5-1, all medical services that the Covered Person received. At a minimum, the medical records must include the following: the identity of the Covered Person to whom the service was rendered; the identity of the provider rendering the service; the identity and position of the provider employee rendering the service (if applicable); date the service was rendered; diagnosis of the medical conditions of the Covered Person to whom the service was rendered; detailed description of the services rendered; location at which services were rendered; written evidence of physician's involvement and personal Covered Person evaluations to document acute medical needs; current plan of treatment and progress about the necessity and effectiveness of treatment available for audit and prior authorization (PA) purposes; prescriptions for medications; inpatient discharge summaries; patient histories (including immunizations) and physicals; a list of smoking and chemical dependencies; and a record of outpatient, inpatient and emergency care, specialist referrals, ancillary care, laboratory and x-ray tests and findings. Provider shall keep such medical records for a minimum of seven (7) years from the date of termination of this Agreement or as required by applicable laws, whichever is longer. Medical records must be legible, signed, and dated. Medical record information must be protected by the Provider as required under State and federal laws and regulations. Provider shall provide a copy of a Member's medical record at no charge upon reasonable request by such Member or by MDwise and shall facilitate the transfer of the Member's medical record to another provider at the request of the Member or MDwise.

i. **Transportation and Pharmacy Services.** Provider agrees to use the transportation and pharmacy providers selected by MDwise for the provision of services to Covered Persons, to the extent MDwise is required to provide these services on behalf of its members as of the date of service.

j. **Duty to Cooperate.** Provider agrees generally to cooperate with Delivery System and MDwise to enable Delivery System and MDwise to meet their respective obligations under the terms of the Plan and the Delivery System Agreement. Provider acknowledges that MDwise imposes certain requirements upon Delivery System, and that the Delivery System Agreement requires Delivery System to impose certain requirements upon Provider and subcontractors. Provider agrees to comply with each of the requirements as if specifically set forth in this Agreement.

k. **Adherence to Policies and Procedures.** Provider shall adhere to all policies and procedures specified in the Provider Manual. MDwise and/or Delivery System shall notify affected Providers of any significant change to MDwise or Delivery System policies or procedures at least forty-five (45) calendar days prior to implementation. Policies that do not significantly change Provider practice but include information necessary to Provider shall be communicated to the Provider within 30 days before the policy's effective date. For purposes of compliance with the policies and procedures referenced herein, Provider shall be deemed to be in compliance if Provider is in compliance with the rules, regulations, and other publications of Provider's state and federal governing bodies.

l. **Data Collection and Compiling.** Provider shall cooperate fully with MDwise and/or Delivery System or their respective designees to collect all claims information and other data required by MDwise or the State.

m. **Covered Person's Grievance Rights Posting**. Provider must post a brief statement of a Covered Person's right to file a grievance with MDwise, including the toll free telephone number, in a conspicuous public location at each site the Provider provides services to Covered Persons. This posting may be made in a joint notice along with other HMO grievance rights postings for other plans.

n. **Subcontracted Providers.** To the extent any of the services provided by Provider under this Agreement are performed for or on behalf of Provider by a Subcontracted Provider:

   i. Delivery System shall have the opportunity to grant prior approval or disapproval of participation status of any proposed Subcontracted Provider. This approval shall not be unreasonably withheld.

   ii. Provider's contracts with Subcontracted Providers ("Subcontracted Provider Agreements") shall provide that Delivery System is a third-party beneficiary of such Subcontracted Provider Agreements. Such Subcontracted Provider Agreements shall require Subcontracted Providers to hold Covered Persons harmless for the cost of any services or supplies provided by Subcontracted Providers to Covered Persons, to the extent required under applicable laws and regulations and State

Contract and Program and Plan requirements, and shall require Subcontracted Providers to otherwise comply with all terms and conditions of this Agreement applicable to Provider. Provider shall require each Subcontracted Provider who will be providing services under this Agreement as a PMP to sign and deliver to Provider a copy of Attachment A to this Agreement.

o. **Behavioral Health Treatment**. To the extent any of the services provided by Provider under this Agreement involve the diagnosis or treatment of behavioral health disorders, Provider agrees to comply with the following requirements:

i. Provider shall notify MDwise (or its designated behavioral health manager, as described in MDwise policy) and, if Provider is not the Covered Person's PMP, the Covered Person's Primary Medical Provider within five (5) days of a Covered Person's visit and submit information about the treatment plan, diagnosis, medications and other relevant clinical information.

ii. Provider shall document and submit the following information to MDwise (or its designated behavioral health manager, as described in MDwise policy) and the Covered Person's PMP, and otherwise cooperate with all MDwise Plan policies and procedures regarding coordination of physical and behavioral health services, to the extent possible, based on the member's willingness to sign a consent to release behavioral health information, if such consent is required:

a. A written summary of each Covered Person's treatment session

b. Primary and secondary diagnoses

c. Findings from assessment

d. Medication(s) prescribed

e. Any other relevant information, including any known Medicaid Rehabilitation Option or Psychiatric Residential Treatment Facility services the Covered Person has received, in order to facilitate coordination of these services with Covered Services

iii Provider shall schedule outpatient follow-up and/or continuing treatment prior to discharging any Covered Person that is receiving inpatient treatment psychiatric services. Such outpatient treatment shall be provided within seven (7) days from the date of discharge. If a Covered Person misses an outpatient follow-up appointment or continuing treatment, Provider shall contact the Covered Person and notify MDwise within 5 calendar days of the missed appointment.

iv Patient Consent to Share Behavioral Health Records.

a. Provider acknowledges and understands that disclosure of mental health records to MDwise (or its designated behavioral health manager, as described in

MDwise policy) and to the Covered Person's PMP is permissible under HIPAA and state law [IC 16-39-2-6(a)] and that patient consent is not required for disclosure of these records because it is for treatment.

b. Provider acknowledges and understands that the disclosure of substance abuse records does require specific consent from the patient. Accordingly, for each Covered Person for whom Provider provides substance abuse services, Provider is required under this Agreement to ask and encourage the Covered Person to sign a consent that permits release of the substance abuse treatment to MDwise (or its designated behavioral health manager, as described in MDwise policy), as well as to the Covered Person's PMP if the Provider is not the PMP.

p. **POWER Account Card Transactions**. Providers participating in the HIP program agree to comply with all applicable MDwise Plan policies and procedures in the Provider Manual related to the POWER Account Card. Provider shall require a HIP Covered Person to submit a POWER Account Card at the time of service. Provider shall also verify eligibility in accordance with the then-current eligibility verification procedures of the Program.

q. **Collection of Copayments**. If a Provider participating in the HIP program provides a HIP Covered Person with emergency room services that do not result in an admission, Provider shall be responsible for ensuring the collection of a copayment from the Covered Person for each visit to the emergency room. POWER Account funds cannot be used by the member to pay the copayment. The copayment amount to be collected shall be specified on the face of the Covered Person's ID card. Collection of the copayment amount shall be consistent with the applicable section(s) of the State Contract and the Provider Manual. Provider shall not bill the Plan, MDwise or Delivery System for this amount.

5. Provider's Representations and Warranties.

a. **Provider Status.** Provider hereby represents and warrants that Provider:

i. has the power and authority to enter into this Agreement;

ii. is legally organized and operated to provide the services contemplated under this Agreement;

iii. is not in violation of any licensure requirement applicable to Provider under any laws or regulations, State Contract and Program and Plan requirements;

iv. has not been convicted of bribery or attempted bribery of any official or employee of the State, nor made an admission of guilt of such conduct that is a matter of record;

v. is capable of providing, as of the date of this Agreement, and at all times during the term of this Agreement, all data related to the services provided under this Agreement, as required under applicable laws and regulations, State Contract and Program and Plan requirements, including, without limitation, all data required

under the Health Employer Data and Information Set (HEDIS) and NCQA requirements; and

vi. is, as of the date of this Agreement, and shall remain at all times during the term of this Agreement, enrolled as an IHCP Provider.

b. **Debarment and Suspension.** Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Subsection means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Provider. Provider further certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Agreement and is solely responsible for any paybacks and or penalties that might arise from noncompliance.

c. **Provider Information and Documentation.** Provider further represents and warrants that all information provided by Provider to Delivery System prior to the execution of this Agreement on Provider's participation application, and all information provided thereafter during the term of this Agreement, including without limitation, information relating to insurance coverage, quality improvement, credentialing, change of ownership of Provider and availability of medical care by Provider to Covered Persons, is true and correct. In addition, Provider agrees to inform Delivery System of any change in information listed in the MDwise Provider Directory, including but not limited to its location, phone number, language spoken, office hours and ability to accept new patients. Provider shall provide Delivery System with written notice of any changes to such information within three (3) business days of any change. Provider agrees to indemnify Delivery System for any and all damages that Delivery System may incur as a result of its reliance on the information provided on Provider's application.

6. Provisions Applicable to Physicians and Allied Health Professionals.

a. **Hospital Affiliation and Privileges.** Provider, in the case of a solo provider, or any providers employed by or under contract with Provider, in the case of a Participating Physician Group, shall maintain in effect practice privileges or relationship privileges for one or more Participating Hospitals. Provider shall immediately notify Delivery System in the event any such hospital privileges are revoked, limited, surrendered, or suspended at any hospital or health care facility.

b. **Specialist Physician Services.** If Provider, or any physicians employed by or under contract with Provider, are credentialed by the Plan to provide Specialist Physician services, Provider shall, and shall cause the Specialist Physicians employed by or under contract with Provider to, provide reasonable access to all Covered Persons who are referred by PMPs to Provider or any Specialist Physicians employed by or under contract with Provider. Provider further agrees to provide, or arrange for the provision of, appropriate Specialist Physician

Covered Services. Provider shall, and shall cause any Specialist Physicians employed by or under contract with Provider, to refer Covered Persons to other Specialist Physicians only in accordance with procedures established by the Plan or the Delivery System.

c. **Participating Provider Physician Group Requirements.** If Provider is a Participating Physician Group, Provider shall cause all providers employed by or under contract with Provider to comply with all terms and conditions of this Agreement. Notwithstanding the foregoing, Provider acknowledges and agrees that Delivery System is not obligated to accept as Participating Providers all providers employed by or under contract with Provider.

d. **Federally Qualified Health Centers and Rural Health Centers.** If Provider is a federally qualified health center ("FQHC") or a rural health center ("RHC"), as defined in applicable federal law, Provider shall comply with all requirements related to FQHCs and RHCs under applicable law, State Contract and Program requirements.

e. **Critical Access Hospitals**. HIP reimbursement for Critical Access Hospitals will be based on State approved HIP rates.

7. Delivery System's Responsibilities and Obligations

a. **Payment.** Delivery System shall compensate Provider in accordance with Section 3 and Schedule A-1of this Agreement.

b. **Covered Person List.** Delivery System shall maintain a current and complete list of all Covered Persons assigned to PMPs with whom Delivery System contracts. This list will include the following information relative to each Covered Person: name, date of birth, sex, identification number, effective date with his or her assigned Provider, and termination date with that Provider. Delivery System will provide list to Provider on at least a monthly basis for all Covered Persons assigned to that Provider.

c. **Provider Liaison.** Delivery System shall provide reasonable access to a liaison for all Provider inquiries.

d. **Quality Improvement and Utilization Management.** Delivery System shall inform Provider of applicable Quality Improvement, medical record review, and disease or utilization management procedures through in-service presentations and written materials. Delivery System shall grant Provider a right and mechanism to submit complaints, grievances or appeals about any utilization review or quality improvement decision made by Delivery System.

e. **Provider Manual.** Delivery System shall provide a Provider Manual for use by Provider and Provider's staff that details the policies and procedures pertaining to delivery of services to Covered Persons under the Plan(s).

f. **Provider Claims Dispute Procedures**. Delivery System shall implement policies and procedures applicable to Delivery System and Provider related to Provider claims disputes and appeals, which shall comply with applicable laws and regulations, the State Contract and

Program and Plan requirements. The Provider Manual describes the written provider claims dispute process as well as the appeal process, and Delivery System shall communicate to Provider in a timely manner any material modifications to the grievance process.

g. **Participation in Member Grievances and Appeals.** Neither MDwise nor Delivery System shall take punitive action against a Provider who requests an expedited resolution or supports a member's grievance or appeal.

h. **Alternative and Self-Administered Treatments.** Delivery System shall not prohibit or otherwise restrict a provider acting within the lawful scope of practice, from advising or advocating on behalf of a member and Delivery System must allow health professionals to advise the member on alternative treatments that may be self-administered and to advise members on the risks, benefits and consequences of treatment or non-treatment.

i. **Advice to Members.** The Delivery System shall not prohibit health professionals from advising members of their right to participate in decisions regarding their health, including the right to refuse treatment and express preferences for future treatment methods.

8. Records and Confidentiality

a. **Confidentiality of Records.** Provider and Delivery System agree that a Covered Person's medical records and personal health information shall be treated as confidential so as to comply with all State and federal laws and regulations regarding confidentiality of patient records, including but not limited to HIPAA.

b. **Access to Records.** Subject to applicable federal, State and local laws and regulations and reasonable corporate guidelines regarding proprietary information, Provider shall make such books, administrative records, medical records and papers as are directly pertinent to the administration of this Agreement available to all authorized federal, State and local governmental authorities, NCQA, Delivery System, and MDwise, at all reasonable times, for review, examination and copying at no cost to MDwise.

c. **Audits of Delivery System and/or Provider.**

i. **By MDwise and State**. Provider will assist and participate with Delivery System and MDwise in any audits of Delivery System and Provider, as described in the Proposal. Provider will submit to and cooperate with periodic audits and readiness reviews of Delivery System and Provider to be performed by MDwise and the State. Such audits and readiness reviews shall be carried out in such a manner as to cause minimal disruption to the business carried on by Provider. Provider will comply with the requirements of the audits and readiness reviews and will make all records, meeting minutes, forms, statements and other information reasonably pertaining to its performance under this Agreement, on a selected or sample basis as requested for these audits and reviews, available at no cost to Delivery System, MDwise and the State. All patient information obtained during these audits and reviews shall be safeguarded in accordance with federal and State laws and regulations.

Provider will also cooperate with Delivery System, MDwise or the State in capturing information for clinical studies.

ii. **By Delivery Systems**. At any time during normal business hours and upon reasonable notice, Delivery System or its designee shall be entitled to audit, examine and inspect Provider's documentation reasonably pertaining to Provider's performance under this Agreement. This shall include, but not be limited to, audits of Provider's claims for services provided. Provider agrees to provide Delivery System or its designee, at no cost, with medical records, and other records which Delivery System may reasonably require of Provider in order for Delivery System to meet its respective contractual and regulatory obligations, utilization and Quality Improvement program standards, including NCQA and other accreditation standards.

d. **State and Federal Inspections.** Provider agrees and acknowledges that State or Federal officials may:

i. Evaluate, through inspection or other means, the quality, appropriateness, and timeliness of services performed by Provider under this Agreement; and

ii. Inspect the records pertinent to the performance of this Agreement.

e. **Other Confidential Information.** During the term of this Agreement, each of the parties to this Agreement may receive, either intentionally or unintentionally, certain proprietary and confidential information not otherwise a part of the public domain through no fault of a party to this Agreement ("Proprietary Information") the disclosure of which would be extremely detrimental to the business and affairs of the other. Therefore, each of the parties to this Agreement (for itself and its employees, agents, and representatives) agrees to keep the Proprietary Information of the other in the strictest confidence and each agrees not to duplicate any Proprietary Information of the other and not to, directly or indirectly, divulge, disclose, reveal, report, or transfer such Proprietary Information to any third party without the prior written approval of the other. This restriction shall survive the termination of this Agreement.

9. Insurance

a. **Coverages.** Provider shall purchase and maintain from carriers authorized to conduct business in the State of Indiana, at Provider's sole cost and expense, throughout the term of this Agreement, the following insurance coverages:

i. **Professional Liability.** Professional liability insurance coverage in an amount no less than that which is required to qualify as a health care provider under the Indiana Medical Malpractice Act. In the event that Provider is not qualified as a provider under the Indiana Patient Compensation Fund, coverage of no less than One Million Dollars ($1,000,000) per person, per occurrence, is required. Provider shall name MDwise and Delivery System as additional certificate holders, when possible. If Provider is an entity, or is a covered employee or contractor of an entity, that has

been deemed eligible for coverage under the Federal Tort Claims Act, then proof of current coverage shall be accepted as sufficient professional liability coverage under this section.

ii. **Workers Compensation.** Workers' compensation insurance or self-insurance for its employees and such other persons as required by law, as the same may be amended from time to time.

iii. **General Liability and Property Damage.** General liability insurance or self-insurance (including, but not limited to, automobile and broad form contractual coverage) against liability for (A) bodily injury or death of any person; (B) property damages covering such party's and its subcontractors principal place of business. The minimum amount of coverage shall be One Million Dollars ($1,000,000) for each claim and Three Million Dollars ($3,000,000) in the annual aggregate or self-insurance sufficient to provide a comparable level of protection.

b. **Proof of Insurance.** Provider agrees to provide Delivery System with a minimum of thirty (30) days' prior written notice in the event any of the foregoing insurance coverages are cancelled, not renewed, changed or amended. Provider shall, from time to time, upon Delivery System's request, furnish written evidence that the required insurance coverages are in full force and effect and valid and existing in accordance with the provisions of this Agreement.

c. **Subcontracted Provider Insurance Coverage Requirements.** Provider shall cause each Subcontracted Provider to carry insurance coverage in the types and amounts, and to provide proof of insurance, as set forth in this Section.

10. Communications; Program and Plan Materials

a. **With Covered Persons.** Provider shall obtain approval from MDwise and Delivery System prior to distributing to Covered Persons any newsletters or similar materials related to the Plan or the Program.

b. **Proprietary Information.** All information and materials provided, directly or indirectly, by MDwise, or Delivery System to Provider (including without limitation, contracts, fee schedules, procedures, manuals, operations manuals and or software) shall remain proprietary to MDwise or Delivery System, as the case may be. Provider shall not disclose or permit the disclosure of any such information or materials or use them except as provided in this Agreement. Notwithstanding this or any other provisions of this Agreement, Provider must comply with the applicable provisions of the Indiana Access to Public Records Act (IC 5-14-3), or any other applicable federal or State laws relating to public records.

c. **Provider Listing.** Provider acknowledges and agrees that Delivery System and MDwise shall be entitled to use (i) the name(s), business address(es), and phone number(s) of Provider and (ii) in addition to the foregoing, information about education, specialty,

subspecialty, licensure, certification, hospital affiliation, office hours, languages spoken, and any other demographic information for any individual Participating Provider employed by or under contract with Provider to provide services under this Agreement, for the purposes of enrolling and referring Covered Persons, marketing, complying with State Contract and Program and Plan requirements, reporting, and otherwise carrying out the terms and conditions of this Agreement.

11. Indemnification

a. **By Provider.** Provider agrees to indemnify, defend and hold harmless MDwise and Delivery System and their respective officers, employees and agents from and against any and all liability, loss, claim, damage, fine, penalty, or expense, including defense costs and legal fees, incurred in connection with (a) Provider's breach of any representation, warranty or other agreement made by Provider in this Agreement, and (b) claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage arising from Provider's or its subcontractor's delivery of health care services or Provider's or its subcontractor's performance or failure to perform Provider's obligations under this Agreement. The State shall not provide such indemnification to MDwise, the Delivery System, or Provider.

b. **By Delivery System.** Delivery System agrees to indemnify, defend and hold harmless Provider and, if Provider is an entity, its officers, employees and agents from and against any and all liability, loss, claim, damage or expense, including defense costs and legal fees, incurred in connection with claims for damages of any nature whatsoever, arising from Delivery System's performance or failure to perform its obligations under this Agreement.

c. **Limitation.** Notwithstanding the foregoing subsections (a) and (b), this Section is not intended, and shall not be interpreted in any instance, to (i) reduce insurance coverage to which either party is otherwise entitled, by way of any exclusion for contractually assumed liability or otherwise; (ii) limit the availability of any right, to the extent applicable, to the protections and limitations to the exposure and liability of either party as a qualified health care provider under the Indiana Medical Malpractice Act; or (iii) waive rights of either party available under the Federal Torts Claims Act.

d. **Notification of Action.** Each party will promptly, but in no event later than ten (10) days, notify the other party in writing of any complaint to or from any state insurance department, the Office, MDwise or any other federal or state regulatory agency, or of any litigation (or threat of litigation) of which that party becomes aware that relates to any matter covered by this Agreement. Each party will promptly, but in no event later than ten (10) days, forward to the other party any summons and complaint received by that party.

e. **Responsibility for Acts and Medical Decisions of Provider.** Nothing in this Agreement shall be construed as making the State, MDwise or Delivery System legally liable to any Covered Person or other third party for the acts or omissions of Provider, including without limitation, the acts or omissions of Provider relating to the medical care provided or the professional medical judgment of Provider. Provider shall not be deemed to be an

employee, agent (ostensible or otherwise) or representative of the State, MDwise or Delivery System for any purpose. Provider acknowledges and agrees that none of the State, MDwise or Delivery System shall be liable under any circumstances for any act or omission of Provider relating to the medical care provided by, or the professional medical judgment of, Provider.

f. **Survival.** This section shall survive the termination or expiration of this Agreement.

12. Term and Termination

a. **Term of Agreement**.

i. The term of this Agreement shall run from the Effective Date, and shall remain in effect for as long as a State Contract and the Delivery System Agreement remains in effect, unless this Agreement is earlier terminated in accordance with this Section 12. In no event shall the term of this Agreement extend beyond the State Contract with the latest expiration date. Notwithstanding any other provision of this agreement, in accordance with IC 12-15-30-5(b), this Agreement shall not extend beyond the term of the latest State Contract.

ii. State statute requires an automatic termination of this Agreement when the State Contact terminates. If MDwise responds to future OMPP Requests for Proposals to Managed Care Organizations to serve members enrolled in their Hoosier Healthwise and Healthy Indiana Plan programs and is awarded a new contract under a future RFS, Provider agrees that MDwise and Delivery System may, at their discretion, send an Unilateral Amendment to allow Provider to revive this Participating Provider Agreement for the term of the new contract.

b. **Mutual Consent.** This Agreement may be terminated immediately by mutual consent of Delivery System and Provider, so long as all federal and State laws and regulations for terminating such relationships are met.

c. **Termination without Cause.** Notwithstanding any other provision of this Agreement, this Agreement may be terminated without cause by either party upon ninety (90) days' prior written notice to the other party if Provider is a PMP; or if Provider is not a PMP, upon one hundred twenty (120) days' prior written notice to the other party. In the event either party elects to terminate this Agreement, PMPs shall continue to provide care to Covered Persons in accordance with the provisions of Attachment B.

d. **Default.** This Agreement may be terminated if either party has failed to perform its obligations under this Agreement. The non-defaulting party shall notify the defaulting party of the breach in writing, and the defaulting party shall have sixty (60) days after receipt of said notice to cure the default. If the default is not cured within sixty (60) days, the non-defaulting party may terminate this Agreement at the end of said sixty (60) day period upon written notice to the defaulting party.

e. **Immediate Termination for Cause.** Delivery System may terminate this Agreement immediately upon written notice to Provider if: (i) Provider fails to comply with Section 9 insurance requirements; (ii) if Delivery System reasonably determines that continuation of the contract may negatively affect patient care; or (iii) Provider is suspended or excluded from participation in the Medicaid Program for reasons that include, but are not limited to, alleged fraud or abuse.

f. **Automatic Termination; Automatic Exclusion.**

i. Automatic Termination. If Provider is an individual Provider, in addition to the other termination provisions set forth in this Agreement, this Agreement shall automatically and immediately terminate upon the expiration, surrender, revocation, restriction or suspension of (A) licensure, certification or accreditation required by this Agreement, (B) Provider's medical staff privileges or relationship privileges at any one or more Participating Hospitals or if Provider fails to maintain active staff privileges or relationship privileges with respect to at least one (1) Participating Hospital, (C) Provider's DEA registration, (D) Provider's malpractice insurance or (E) Provider's enrollment as an IHCP Provider.

ii. Automatic Exclusion. If Provider is a group provider, then upon the occurrence of any of the actions described in foregoing subsection (i) with respect to an individual Participating Provider employed by or contracted with Provider, such Participating Provider shall be automatically excluded from participation under this Agreement. In the event of such exclusion, this Agreement shall continue in full force and effect with respect to all other Participating Providers employed by or contracted with Provider who are not so excluded.

g. **Termination of State Contract or Delivery System Agreement.** Applicable sections of this Agreement shall automatically terminate if the applicable State Contract or the Delivery System Agreement terminates or expires.

h **Submission of Claims Upon Termination.** Provider acknowledges that notwithstanding any termination decision, Provider shall continue to remain responsible for submitting all claims or encounter claims, according to the timeframes and technical specifications as required under this Agreement, for services rendered to Covered Persons for dates of service when Provider served as a Plan Provider.

i **Notice of Termination by Specialist Providers.** A Participating Provider, who is a Specialist Physician and terminates participation in the Plan, shall provide timely notification to each Covered Person affected by the termination in the following circumstances:

a. when an individual Specialist Provider leaves a group or otherwise becomes unavailable to the MCO's members; or

b. when the entire Specialist Provider group terminates its participation in the Plan.

Affected Covered Persons, defined as those Covered Persons who are currently under the ongoing care of the Specialist Physician, must be notified prior to the effective date of termination or, if the Provider is terminated by the Plan without advance notice as permitted by this Agreement, the notice must be provided within ten (10) business days after the date when termination is effective.

13. Compliance with Laws and Program Requirements

a. **Compliance with Laws and Contracts.** At no additional cost to the other party, each party will have an ongoing obligation to comply with all applicable federal and state laws and regulations in which the services are delivered relating in any way to its performance under this Agreement. Such State and federal laws will include, but shall not be limited to, those obligations imposed or contemplated by the Patient Protection and Affordable Care Act, the Health Insurance Portability and Accountability Act (including HITECH and CORE), the Center for Medicare and Medicaid Services, the Department of Health and Human Services, the Indiana Department of Insurance, the Indiana Family and Social Services Administration ("FSSA"), the Office of Medicaid Policy and Planning ("OMPP") and the Indiana Healthcare Coverage Program ("IHCP"), or any other local, State, or Federal law or regulation, and specifically, all applicable guidelines, rules and requirements promulgated by the National Committee for Quality Assurance ("NCQA"), that might have jurisdiction over this Agreement, and those imposed by the ICD-10 transition. In the event a party's failure to meet the obligations of this paragraph trigger a liability, loss, damage, penalty or fine ("losses") to be imposed upon the other party, such at-fault party shall indemnify the other party for such losses as an invoice provided to and payable by the at-fault party. In addition, Provider shall comply with all provisions of the State Contract and Program and Plan requirements applicable to Provider and the services performed by Provider.

b. **Program Requirements; Hierarchy of Documents; Corrective Action.**

i. Delivery System and Provider shall comply with the terms and conditions of the applicable State Contract, the RFS, the Proposal, the Delivery System Agreement (all of which are incorporated by reference into this Agreement), and this Agreement, provided, however, that in the event of a conflict between the terms and conditions of any two of these documents as related to the provision of Covered Services to Covered Persons or any other conflict addressed in the RFS, then the terms of the State Contract, the RFS, the Proposal and the Delivery System Agreement, as applicable, shall govern, in that order. Provider shall comply with all policies and procedures defined in any bulletin, manual or handbook yet to be distributed by the State or its agents.

ii. In the event of a conflict between the provisions of the Proposal, or the Delivery System Agreement and this Agreement involving any matter other than the provision of Covered Services to Covered Persons, then the provisions of the Proposal, and the Delivery System Agreement, as applicable, shall govern, in that order.

iii. Provider acknowledges and agrees that Delivery System and/or MDwise shall be entitled to take action against Provider if Provider is not in compliance with the terms of the State Contract, the Program and the Plan, including, but not limited to imposing corrective action plans with which Provider must comply, imposing sanctions or terminating or suspending Provider's contractual rights under this Agreement.

c. **Non-Discrimination.** Provider shall, and shall require any of its permitted subcontractors, to comply with all applicable requirements of the federal Civil Rights Act of 1964, Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Rehabilitation Act of 1973; The Americans with Disabilities Act and any and all amendments and successor statutes, regulations and orders (including, without limitation, Executive Orders 11246 and 11375, "Equal Employment Opportunities"). Pursuant to 42 CFR 438.6 (d) & (f), Provider shall not exclude any Covered Persons from participation in, or deny any Covered Person any aid, care, service or other benefit, on the basis of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, income, health status or age. Provider shall not subject any Covered Person to discrimination due to such Covered Person's status as a State Contract beneficiary.

d. **Laboratory Compliance.** Provider shall, and shall require any of its permitted subcontractors, to comply with all applicable requirements of the Clinical Laboratory Improvement Act ("CLIA"), regulations promulgated thereunder and any amendments and successor statutes and regulations thereto. Upon execution of this Agreement, Provider shall furnish written verification to Delivery System that Provider's laboratory facilities, if any, and those with which it conducts business related to Covered Persons, have appropriate CLIA certification of registration or waiver and a CLIA identification number, and Provider agrees that such laboratory facilities shall comply with 42 C.F.R. Part 434 at all times during the term of this Agreement. Provider shall notify Delivery System in writing of any changes in Provider's CLIA certification status or the certification status of any laboratory facilities with which Provider conducts business related to Covered Persons within five (5) business days of any such changes.

e. **Financial Disclosure.** Provider shall, and shall require any of its permitted subcontractors, to comply with all applicable financial disclosure requirements under 42 U.S.C. § 1396b(m) and 42 C.F.R. Part 434, and all other applicable law.

f. **Advance Directives.** Provider shall, and shall require any of its permitted subcontractors, to comply with all applicable requirements under 42 CFR § 438.6(i), and 42 CFR § 489, Subpart I, relating to maintaining and distributing written policies and procedures regarding advance directives.

14. Miscellaneous Provisions

a. **Independent Contractor Status.** The legal relationship of Delivery System and Provider is that of purchaser and provider, respectively, of medical services. Neither party is the agent or representative of the other and the provisions of this Agreement do not create, nor are

they intended to create, any agency, partnership, joint venture or any other legal relationship between the parties other than that of independent parties contracting for the purpose of implementing and carrying out the provisions of this Agreement.

b. **Third-Party Beneficiaries.** Provider acknowledges and agrees that MDwise, though not a party to this Agreement, shall have the right to enforce the terms of this Agreement.

c. **Exclusivity; Volume.** This Agreement shall not, nor shall it be construed to, limit or restrict Provider or Delivery System in any manner from entering into any other agreements of any nature whatsoever with other individuals or entities for the provision of the same or similar services contemplated under this Agreement. Neither this Agreement nor anything contained in this Agreement, shall, or shall be construed to, guaranty or obligate Delivery System or any other party to provide any minimum number of referrals to Provider under this Agreement.

d. **Governing Law.** This Agreement shall be governed in all respects by the laws of the State of Indiana, excluding conflicts of law principles.

e. **Severability.** The invalidity or unenforceability of any terms or conditions of this Agreement shall in no way effect the validity or enforceability of any other term or provision.

f. **Waiver.** The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay on the part of a party in exercising any right, power or privilege under this Agreement or document referred to in this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or exercise of any other right, power or privilege.

g. **Time of the Essence.** With regard to all time periods set forth or referred to in this Agreement, time is of the essence.

h. **Amendment.** Except as otherwise provided in this Agreement, all amendments to this Agreement must be in writing and signed by both parties, and shall be subject to the prior approval of MDwise and OMPP. Notwithstanding the foregoing, Provider specifically acknowledges and agrees that, upon written notice to Provider from Delivery System, Delivery System may amend this Agreement to comply with any requirements of MDwise, OMPP or applicable law.

i. **Assignment.** This Agreement may be assigned by Provider with the prior written consent of Delivery System. Delivery System may assign this Agreement, in whole, or in part, at any time during the term of this Agreement without notice to, or consent of, Provider. In the event of a partial assignment of this Agreement by Delivery System, the obligations of the Provider shall be performed for Delivery System with respect to the part retained and shall be performed for Delivery System assignee with respect to the part assigned, and such assignee shall be solely responsible to perform all obligations of Delivery System with

respect to the part assigned. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement, and their respective successors and assigns.

j. **Entire Agreement.** This Agreement, including all Attachments and Schedules, constitutes the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior oral statements or prior written agreements not specifically incorporated into this Agreement shall be of no force and effect. This Agreement may not be modified, rescinded, or terminated orally, and no modification, rescission, termination or attempted waiver of any of the provisions of this Agreement (including this Section) shall be valid unless in writing and signed by the party against whom the same is sought to be enforced.

k. **Notices.** Any notice required to be given under this Agreement shall be sent by certified mail, return receipt requested, postage prepaid; hand delivery; overnight prepaid delivery; or confirmed facsimile to the addresses set forth below, or to such other address designated by a party to this Agreement by notice to the other party pursuant to the terms of this Agreement.

l. **Interpretation.** This Agreement shall be deemed to have been prepared jointly by the parties and their respective advisors and shall not be strictly construed against either party. The section headings in this Agreement are for convenience of reference only, shall not define or limit the provisions of this Agreement and shall have no legal effect whatsoever.

m. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

n. **Disapproval by a Governmental Agency.** In the event that any agency of the State or federal government with authority over the delivery of services under this Agreement disapproves or revokes approval of the structure of (i) the Program, (ii) the MDwise Plan or (iii) the parties to the arrangement, this Agreement shall be deemed amended to conform to the requirements of the applicable State or federal government agency. Provider acknowledges and agrees that this Agreement and the arrangement contemplated in this Agreement is subject to regulation by State and federal governmental authorities. In the event that any such governmental authority impairs, limits, or delays Delivery System's performance of any obligation under this Agreement, Delivery System shall be excused from such performance, and Delivery System's failure to perform such obligation for such reason shall not constitute a breach of this Agreement.

o. **Non-solicitation**. Unless otherwise agreed to by the parties in writing, during the term of this Agreement, and for a period of one (1) year after termination of this Agreement, neither party shall directly or indirectly solicit, hire or otherwise retain as an employee or independent contractor a staff member of the other party or a former staff member that is or was involved with the Agreement. In the event of any violation of this provision, the damages to be paid by the defaulting party shall be the lesser of seventy-five percent (75%) of the individual's annual salary or $100,000.

p. **Additional Requirements Applicable to Catholic Delivery Systems**. If applicable, the parties agree to comply with the additional requirements and responsibilities set forth in Attachment D to this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

"PROVIDER"

(Name Printed - Individual name or entity name if Provider is not an individual)

By: Centrality Behavioral Support Training LLC DBA Centria Healthcare, LLC
(Signature)

If Provider is not an individual, provide below name and title of authorized representative whose signature appears above:

Paul McDonald
(Name Printed)

Paul McDonald
(Signature)

Address:
27777 Inkster Rd, Ste 100
Farmington Hills, MI 48334

Telephone Number: 248-436-4400

Facsimile Number: 248-598-4966

"MDwise Excel Network"

[_____]

By: _____

Printed Name:

Title:

Address:
2955 N. Meridian St.
Suite 201
Indianapolis, IN 46208
Telephone Number: 317-822-7300 ext. 5800

Facsimile Number: 317-822-7310

Effective Date of Agreement _____, 20__

MDwise Excel Network
2020 Form Provider Contract
Centrality Behavioral Support Training LLC
TIN: 464197524

Schedule A-1

Delivery System Compensation Schedule

Unless otherwise addressed below* or in MDwise Policies, compensation for Covered Services provided under this Agreement will follow the IHCP Fee Schedule attendant to each specific Program.

* The compensation schedule above will be subject to the various incentive and or performance based programs fostered by and incorporated into applicable MDwise materials, policies, and/or procedures that will be shared with the Provider.

	Program	Participation	Contracted Rate	Notes
Medical Health	Hoosier Healthwise	NO		
	Healthy Indiana Plan (HIP)	NO		
Behavioral Health	Hoosier Healthwise	YES	100%	
	Healthy Indiana Plan (HIP)	YES	100%	

ATTACHMENT B

ADDITIONAL REQUIREMENTS

APPLICABLE TO PRIMARY MEDICAL PROVIDERS

1. **General.** The following provisions apply specifically to Providers contracted with Delivery System as PMPs:

a. Provider shall accept as patients all Covered Persons who are eligible to receive their Primary Care Services from Provider or a PMP employed by or under contract with Provider. Provider further agrees to provide, or to arrange for the provision of, appropriate Primary Care Services to such Covered Persons. Provider shall, and shall cause any PMPs employed by or under contract with Provider to, refer Covered Persons to Specialist Physicians only in accordance with procedures established by the Plan or the Delivery System.

b. PMP shall meet all Program and Plan requirements relating to maintaining a mechanism in place to ensure that Covered Persons have toll-free telephone access to their PMP in English and Spanish on a 24-hour-per-day, seven-day-per week basis. If Providers do not have their own Spanish telephone access service, Providers may instruct their assigned Covered Persons to use the Spanish telephone access service described in the Provider Manual. PMP must provide "live voice" coverage after normal business hours or a voicemail message indicating a pager number where a "live voice" can be reached.

c. In addition to meeting the requirements set forth in Attachment B, if a PMP disenrolls from the Hoosier Healthwise or HIP program, the PMP must provide continuation of care to Covered Persons for a minimum of thirty-one (31) days, or until such Covered Person is transferred to a PMP who will assume care for the Covered Person.

2. **Availability and Access.** PMPs must provide or arrange for coverage for Covered Persons on a 24-hour-per-day, seven-day-per week basis. PMPs must be available to see Covered Persons at a minimum of twenty (20) hours over a three (3) day period at any combination of sites. Provider agrees that scheduling of appointments, as appropriate, for Covered Persons shall be done in a timely manner, and in compliance with the Program and MDwise Plan appointment access, appointment wait times and office telephone answering time standards. Provider will maintain appointment hours that are sufficient to meet Plan and Delivery System guidelines as set forth in the Provider Manual and convenient to serve Covered Persons.

3. **Continuation of Care.** Notwithstanding any other provision of this Agreement, Provider will continue to provide Covered Services, after any termination or expiration of this Agreement, to Covered Persons who were assigned to Provider on or before the day before the termination date or the expiration date, in accordance with the terms of this subsection. Provider will continue to provide Covered Services to Covered Persons assigned to Provider who are hospitalized through the date of discharge, the Covered Person ceases to have coverage through the Program or thirty-one

(31) calendar days after termination or expiration of this Agreement, whichever is earlier. Upon termination or expiration of this Agreement, Provider will assist Delivery System in the orderly transfer of patient care and patient records to those providers who will assume care for the involved Covered Persons. For a Covered Person in a course of medical treatment for which a change of providers could be harmful, who has a chronic or disabling condition, or who is in the acute phase of an illness or the third trimester of pregnancy, at the time the Covered Person involuntarily changes plans or this Agreement terminates or expires, Provider will continue to provide all Covered Services, on a fee-for-service basis at the then-current Program fee schedule rates, and in accordance with generally accepted medical practice standards in effect at the time of treatment until the treatment is concluded, the Covered Person ceases to have coverage through the Program or until an appropriate transfer of care can be arranged. The continuation of care obligations set forth in this subsection will continue to apply in cases involving MDwise's or Delivery System's insolvency. The terms of this subsection shall survive the termination or expiration of this Agreement.

ATTACHMENT C

ADDITIONAL REQUIREMENTS

APPLICABLE TO CAPITATED PROVIDERS

Encounter Data Requirements. Capitated Providers shall:

a. provide to Delivery System such encounter data or claims submission corresponding to the services provided by Provider to Covered Persons under this Agreement, including claims in which Covered Person has secondary coverage, with claim detail identical to that required for fee for service claims submission as required by MDwise and Delivery System from time to time, within ninety (90) days from the date services are provided, as required by the State;

b. arrange and coordinate all capitated Covered Services for Covered Persons assigned to Provider or one of Provider's Participating Physicians for such capitated Covered Services;

c. accept the capitation payment payable under this Agreement as payment in full for all such capitated Covered Services to such Covered Persons; and

d. comply with any additional requirements under applicable laws and regulations, the State Contract and all Program and Plan requirements applicable to capitation compensation arrangements.

Upon termination or expiration of this Agreement for any reason, Provider shall submit, within thirty (30) days of the effective date of such termination or expiration, all encounter data relating to Provider's services under this Agreement.

Provider shall submit encounter data to the location and according to the technical specifications for the submission of encounter data as described in the Provider Manual, and subject to Program and Plan requirements.

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Centrality Behavioral Support Training LLC
TIN: 464197524

ATTACHMENT D

ADDITIONAL REQUIREMENTS

APPLICABLE TO CATHOLIC DELIVERY SYSTEMS

The parties acknowledge that Delivery System is an institution operated in accordance with the Ethical and Religious Directives applicable to Catholic Hospitals. Notwithstanding any provision of this Agreement to the contrary, Delivery System and its Plan Providers shall not be required, nor shall any provision hereof be construed to require Delivery System or its Plan Providers to provide services or participate in activities that are inconsistent with the medical ethics or precepts of the Catholic Church, as promulgated by the United States Catholic Conference, Inc. and interpreted by the local Bishop.