



Developmental Disabilities • Mental Health • Substance Recovery

**Requirements for the
Application to Participate
In
Oakland Community Health Network's

Specialized Residential
and/or
Community Living Support Services
Provider Network**

GENERAL INFORMATION AND INSTRUCTIONS

1. INTRODUCTION

Oakland Community Health Network, hereafter known as OCHN, is requesting applications from qualified Providers who provide Personal Care services and Community Living Supports (CLS) services in licensed specialized residential settings and CLS services in unlicensed settings to eligible adults with mental illness and/or intellectual/developmental disabilities and children with serious emotional disturbance in Oakland County, Michigan.

OCHN invites Applicants to submit applications in accordance with the terms and conditions of this ATP. This Application provides the requirements and evaluative criteria for Services as described in the Scope of Work section of this Application and requests a detailed response from all prospective Applicants in the specified format.

2. ELIGIBILITY

- A. The Applicant must be able to furnish Specialized Residential and Community Living Support Services by the contracted start date.
- B. The Applicant must designate one contact person who will be responsible for the Application process and any resulting Contract with OCHN and who will be the liaison for OCHN contacts regarding Specialized Residential and Community Living Support Services.
- C. Neither the Applicant, nor any of its employees or contractors engaged to provide Specialized Residential and Community Living Support Services shall be excluded from participation in Medicare, Medicaid or any other Federal programs.

3. APPLICATION PREPARATION AND FORMAT

OCHN requires comprehensive responses to every section within the application to facilitate the review of the responses. Applicants shall follow the described application format, content and sequence. The intent of the application format is to expedite review.

4. OCHN ELECTRONIC SUBMISSION PROCEDURES

All Applicants are responsible to carefully follow the OCHN electronic submission procedures:

- A. The Applicant must submit its application and all attachments in the format specified below for OCHN's receipt and is responsible for submission of all documents, as established in the Application. Applications shall be accepted via email to the following address: contracts@oaklandchn.org

Electronic submission MUST include the following subject line:

**Specialized Residential and/or Community Living Support Services
Provider Network Application**

The mere fact that the Application was dispatched will not be considered; the Applicant must ensure that the Application is actually delivered.

- B. OCHN shall acknowledge every document submission received from Applicant.
- C. If an acknowledgement is not received within two (2) business days from OCHN to the Applicant, it shall be the responsibility of the Applicant to contact OCHN to confirm submission(s) have been received.

5. RESERVATIONS

OCHN reserves the right to:

- a. Discontinue or cancel the Application process, in whole or in part, at any time for any or no reason. The issuance of a Application, an Applicant's preparation and submission of a application, and OCHN's subsequent receipt and evaluation of such application does not commit OCHN to award funding or to award a Contract to the Applicant or any other individual or entity, even if all the requirements in the Application are met.
- b. Consider late applications.

- c. Consider an otherwise disqualified application, if OCHN believes it is the best interest of OCHN.
- d. Disqualify a application based on the information provided or if it is determined a Applicant purposely or willfully submitted false information in response to the Application.
- e. Reject any and all applications which fail to meet the terms, conditions and specifications of the Application package; or, are determined to be not in OCHN's best interest; or, for which funding is not available.
- f. Accept other than the lowest application.
- g. Consider Applicants' prior performance with OCHN in making its award decision.
- h. Consider overall economic impact to OCHN when evaluating application pricing and in the final award recommendation.
- i. Refuse to award a contract to any Applicant that has any outstanding debt with OCHN.
- j. Enter negotiations with one or more Applicants on price, terms, technical requirements, or other deliverables.
- k. Evaluate the application outside the scope identified in the Application.
- l. Seek additional applications beyond Submission Deadline if, in its sole discretion, applications received do not meet the guidelines or intent of this Application or the needs of OCHN and/or the population it serves.

BACKGROUND

Location

Oakland Community Health Network (OCHN) is located at 5505 Corporate Drive, Troy, MI 48098 in Oakland County.

The People We Serve

OCHN serves the following Oakland County residents: Adults with Mental Illness, Adults and Children with Intellectual/Developmental Disabilities, Children with Serious Emotional Disturbances, and Individuals with Substance Use Disorders. The total number of people served by Oakland Community Health Network in 2021 was 23,000.

Our Mission

OCHN's mission is to "Inspire hope, empower people, and strengthen communities."

Our Vision

OCHN will be a national leader in the delivery of quality integrated physical and mental health supports and services to children and adults with intellectual / developmental disabilities, mental illness and substance use disorders. We respond to our community's needs and empower people to achieve the lives that are important to them.

Our Core Values

These values are expected from all OCHN and Provider Network staff in their day-to-day work:

- We promote equality and personal choice leading towards self-directed lives.

- We use language that promotes dignity and respect for all people.
- We are guided by the goals needs and desires of people we serve.
- We promote and protect the rights of people served as they seek to achieve their personal life outcomes.
- We lead with integrity, accountability, and transparency.
- We strengthen our community by identifying needs and implementing innovative solutions.
- We collaborate in shared purpose with individuals served, families, staff, service providers, and the community.

DEFINITIONS

Definitions

The following acronyms and definitions shall apply throughout this Application:

Applicant – An individual or entity who submits an application in response to this ATP.

ATP– Application to Participate to furnish specialized residential and / or community living support services in the manner contemplated by these requirements.

CLS - Community Living Support services as defined in *Michigan Medicaid Provider Manual*

CMHSP – Community Mental Health Service Provider

Contract – The written standard Direct Service Provider Contract between OCHN and a Provider

Contracted Provider -A successful Provider who executes a Contract with OCHN

CPA – Core Provider Agencies (Macomb-Oakland Regional Center, Training & Treatment Innovations, Easterseals, Community Network Services, Oakland Family Services, Community Living Services - Oakland County, Oakland Family Services).

IPOS – Individual Plan of Service

MDHHS – Michigan Department of Health and Human Services

OCHN - Oakland Community Health Network

PIHP – Pre-paid Inpatient Health Plan

QBHP – Qualified Behavioral Health Professional

QIDP - Qualified Intellectual Disabilities Professional

QMHP - Qualified Mental Health Professional

SSI – Supplemental Security Income

SSDI – Social Security Disability Insurance

REQUIREMENTS

OCHN is seeking to directly contract with qualified Providers for specialized residential services for individuals aged 18 or older and Community Living Supports to children and adults who are diagnosed with Intellectual or Developmental Disability (I/DD) or Mental Illness (MI) and who currently receive services through OCHN in accordance with the following:

MDHHS Home and Community Based Services Final Rule Statewide Assessment, Remediation, and Transition Strategy:

http://www.michigan.gov/mdhhs/0,5885,7-339-71547_2943-334724--,00.html

MDHHS Medicaid Provider Manual Behavioral Health and Intellectual and Developmental Disability Supports and Services Service Descriptions: Community Living Supports Section 17.3.B and Personal Care Section 11.

In the event and to the extent of any conflict between the terms of this ATP and the terms of the Contract, the terms of the Contract shall supersede and govern.

In the event and to the extent of any conflict between any applicable statute, regulation or MDHHS rule on the one hand and the terms of this ATP of the Contract on the other hand, the terms of the applicable statute, regulation or MDHHS rule shall supersede and govern.

I. DELIVERY OF SUPPORTS AND SERVICES

Specialized Residential and Community Living Support Services

In appropriately licensed and insured specialized residential settings, Provider shall provide eligible adult individuals with the opportunity to live in the least restrictive setting that ensures comfort and safety while promoting individual choice and independence with the appropriate medically necessary supports. Personal care and community living support (CLS) services should be used to support the individual in increasing resiliency and transitioning through various stages of recovery and assist the individual in realizing their readiness for increased independence.

Providers are responsible to provide 24-hour supervision, Personal Care (T1020), and Community Living Supports (H2016) services as defined by the most current version of the *Michigan Medicaid Provider Manual*. These supports and services include but may not be limited to the following that are identified in individuals' person-centered plans of service:

Community Living Supports (H2016):

- In-home skill building assistance in the following areas:
 - Activities of daily living including personal hygiene;
 - Individualized leisure time/ recreational activities;
 - Personal financial budgeting;
 - Grocery shopping;
 - Cooking;
 - Paying bills;
 - Other household chores;
- Improving communication, relationship-building skills, and social interactions;
- Transportation services including:
 - Community outings;

- Medical appointments;
- Assistance to employment activities as related to each individual's person-centered plan of service.

Personal Care (T1020):

- Assistance with food preparation, clothing, and laundry beyond the level required by facility licensure (e.g., a beneficiary requires special dietary needs such as pureed food;
- Eating/feeding;
- Toileting;
- Bathing, grooming, and/or dressing;
- Transferring.
- Ambulation;
- Assistance with self-administered medications.

Community Living Supports in an Unlicensed Home Setting and/or for Daytime Activity:

Providers shall provide supports and services that promote independence for individuals (children and adults) who are living in non-licensed residences and/or engaging in daytime activities. CLS services shall be provided in a manner that allow for individual choice while supporting individuals in increasing/maintaining personal self-sufficiency, productivity, and community inclusion.

While ensuring individuals' safety and comfort, Providers support individuals in achieving goals identified in their individual person-centered plans of service in the following areas:

Community Living Supports (H2015):

- Money management;
- Non-medical care (not requiring nurse or physician intervention);
- Socialization and relationship building;
- Transportation from the beneficiary's residence to community activities, among community activities, and from the community activities back to the beneficiary's residence (transportation to and from medical appointments is excluded);
- Participation in regular community activities and recreation opportunities (e.g., attending classes, movies, concerts and events in a park; volunteering; voting);
- Attendance at medical appointments;
- Acquiring or procuring goods, other than those listed under shopping and non-medical services;
- Reminding, observing and/or monitoring of medication administration;
- Staff assistance with preserving the health and safety of the individual in order that he/she may reside or be supported in the most integrated, independent community setting.

II. RESPONSIBILITY TO INDIVIDUALS SERVED

Qualified service providers shall possess the following competencies:

- Demonstrated knowledge of experience with Medicaid rules and regulations.
- Demonstrated competency and knowledge of the Michigan Mental Health system in Michigan as specific to OCHN.
- Knowledge and willingness to comply with Home and Community Based Waiver rules and regulations as they relate to specialized residential and community living support services provider homes.
- Demonstrated knowledge of Person Centered Planning and Self Determination processes.
- The specialized residential and community living support services Provider shall provide individualized as well as group activities of individuals' choosing.
- Provider shall engage in the development of relationships with the individual served in his/her community.
- Provider shall utilize creative and innovative means to meet the needs of each individual served and shall understand the flexible array of mental health services available to individuals.
- Provider shall embrace and implement the philosophies of health care integration, including coordinating with physicians, hospitals, Medicaid Health Plans, core provider agencies, the Michigan Department of Health and Human Services, Family Independence Agency, and other service providers.

III. ADMINISTRATIVE FUNCTIONS

Contracted Providers shall perform all administrative duties specified in the Contract in accordance with the terms of the Contract. Those administrative duties include but are not necessarily limited to the following:

A. Medicaid Eligibility Verification

Contracted Providers shall ensure that individuals served have active Medicaid to continue specialized residential and community living supports services. Contracted Providers should confirm with the CPA individuals' Medicaid status no less than once per month. If the individual's Medicaid is not active, the Contracted Provider shall continue coordination with the CPA until the issues are resolved. They may include the continuation of services or, if appropriate, transition to other supports and services.

B. Committees and Work Groups

Contracted Providers shall participate in a variety of OCHN committees and work groups to assure continuous quality improvement and excellence in service provision.

C. Use of OCHN Information Systems

Contracted Providers shall have the capability to utilize OCHN's Centralized System for clinical and administrative purposes including billing, claims, and / or encounter submission. Contracted Providers may be required to enter/submit the following items for use with our central system:

- Submission of a Provider Access Request Form (PARF) for all staff using OCHN's centralized system along with a valid copy of the staff's licenses and credentials.
- Other supporting documentation deemed necessary for clinical and administrative purposes may be required to be uploaded on an individual level basis.

D. Financial

Contracted Providers shall bill and coordinate benefits with any and all applicable commercial and non-Medicaid payers. In all cases, OCHN's financial liability for specialized residential and / or community living support services shall be secondary and OCHN shall be the payer of last resort. In the event of payment by a third-party payer, OCHN's financial responsibility shall be limited to the shortfall, if any, between the sum obtained from the third-party payer and the sum otherwise payable by OCHN to the Contracted Provider under the Contract.

Payment of the amount payable under the Contract, whether paid by OCHN, a third-party payer, or a combination of the two, shall be deemed and accepted as payment in full for the specialized residential and CLS services. Diagnosed individuals, their families and any person acting on behalf of a diagnosed individual shall be held harmless and in no event, including, but not limited to non-payment by OCHN, OCHN's insolvency, or OCHN's breach of the Contract, shall Contracted Provider bill, charge, collect from, seek compensation, remuneration or reimbursement from, or have any recourse against any diagnosed individual or his/her family or any person acting on behalf of a diagnosed individual other than OCHN for Contracted Provider's services provided pursuant to the Contract. This requirement: (a) shall survive the termination of the Contract regardless of the cause giving rise to termination; (b) shall be construed to be for the benefit of the diagnosed individuals, their families and persons acting on their behalf; and (c) supersedes any oral or written contrary agreement now existing or hereafter entered into between Contracted Provider and any diagnosed individual, his/her family or any person acting on his/her behalf.

OCHN shall not provide any funding or compensation for or with respect to a Contracted Provider's start-up costs or infrastructure.

Contracted Provider shall maintain all financial data and records in accordance with "Generally Accepted Accounting Principles" Uniform Guidance (2 CFR 200) and shall obtain an annual independent financial audit and provide OCHN with the complete audit report and any additional information requested by OCHN in connection with such audit.

Federal regulations and State law preclude reimbursement for any services ordered, prescribed or rendered by a provider who is currently excluded/suspended or terminated from direct and indirect participation in either the Michigan Medicaid program or Federal Medicaid/Medicare program. OCHN shall check both the MDHHS Sanctioned Provider list and the Federal Sanctioned Provider listing (<http://exclusions.oig.hhs.gov/>) on a monthly basis to ensure that all Providers are eligible for participation in both the Federal and State Programs.

Specialized residential and Community Living Support Services, as described in the scope of work, shall be paid via claims submitted to ODIN, net 30.

The selected provider(s) shall be required to complete a cost allocation for services provided following the OCHN cost allocation guidelines.

Per the Deficit Reduction Act of 2005, Section 6032, any entity that receives State Medicaid Payments of at least \$5,000,000 must provide Federal False Claims Act education to their employees. Providers that receive payments at or above this dollar amount can meet this requirement by meet ensuring that staff receive Corporate Compliance Training, which would include an overview of the False Claims Act. Providers that do not meet this payment threshold are still required to train its staff on the elements of Corporate Compliance. Additional training requirements for persons providing direct care and immediate supervisors of staff providing direct care are listed in Appendix 1.A of this RFQ. Training is available at no cost to Direct Service Professional staff of OCHN Contractors.

OCHN Service Provider Contract Rates

Oakland Community Health Network Specialized Residential and Community Living Support Services Fee Schedule Effective 10-1-22

Specialized Residential Per Diems are split between Community Living Supports (H2016)
and Personal Care (T1020) based on clinical need.

6 bed specialized residential Home rates:

H2016/T1020 Rate Split	Base	\$171.88	Moderate	\$195.11	High	\$252.14
20%	\$34.38		\$39.02		\$50.43	
30%	\$51.56		\$58.53		\$75.64	
40%	\$68.75		\$78.04		\$100.86	
50%	\$85.94		\$97.56		\$126.07	
60%	\$103.13		\$117.07		\$151.28	
70%	\$120.32		\$136.58		\$176.50	
80%	\$137.50		\$156.09		\$201.71	

5 bed specialized residential Home rates:

H2016/T1020 Rate Split	Base	\$206.26	Moderate	\$234.13	High	\$302.57
20%	\$41.25		\$46.83		\$60.51	
30%	\$61.88		\$70.24		\$90.77	
40%	\$82.50		\$93.65		\$121.03	
50%	\$103.13		\$117.07		\$151.29	
60%	\$123.76		\$140.48		\$181.54	

70%	\$144.38	\$163.89	\$211.80
80%	\$165.01	\$187.30	\$242.06

4 bed specialized residential Home rates:

H2016/T1020 Rate Split	Base	\$257.83	Moderate	\$292.66	High	\$378.21
20%	\$51.57		\$58.53		\$75.64	
30%	\$77.35		\$87.80		\$113.46	
40%	\$103.13		\$117.06		\$151.28	
50%	\$128.92		\$146.33		\$189.11	
60%	\$154.70		\$175.60		\$226.93	
70%	\$180.48		\$204.86		\$264.75	
80%	\$206.26		\$234.13		\$302.57	

2 bed specialized residential Home rates:

H2016/T1020 Rate Split	Base	\$372.55	Moderate	\$415.51	High	\$473.76
20%	\$74.51		\$83.10		\$94.75	
30%	\$111.77		\$124.65		\$142.13	
40%	\$149.02		\$166.20		\$189.50	
50%	\$186.28		\$207.76		\$236.88	
60%	\$223.53		\$249.31		\$284.26	
70%	\$260.79		\$290.86		\$331.63	
80%	\$298.04		\$332.41		\$379.01	

6 bed specialized residential Home rates 2:2:2 staffing

H2016/T1020 Rate Split	Base	\$208.76	Moderate	\$232.76	High	\$294.76
20%	\$41.75		\$46.55		\$58.95	
30%	\$62.63		\$69.83		\$88.43	
40%	\$83.50		\$93.10		\$117.90	
50%	\$104.38		\$116.38		\$147.38	
60%	\$125.26		\$139.66		\$176.86	
70%	\$146.13		\$162.93		\$206.33	
80%	\$167.01		\$186.21		\$235.81	

6 bed specialized residential Home rates 2:3:2 staffing

H2016/T1020 Rate Split	Base	\$253.02	Moderate	\$277.95	High	\$346.16
20%	\$50.60		\$55.59		\$69.23	
30%	\$75.91		\$83.39		\$103.85	
40%	\$101.21		\$111.18		\$138.46	
50%	\$126.51		\$138.98		\$173.08	
60%	\$151.81		\$166.77		\$207.70	

70%	\$177.11	\$194.57	\$242.31
80%	\$202.42	\$222.36	\$276.93

Enhanced Staffing Rate + hours enhanced staff

hours	Base	Moderate	High
8	\$308.26	\$331.49	\$388.52
16-24	\$444.64	\$467.87	\$524.90
Less than 8	\$17.05	hr.	

Community Living Supports (CLS) 15 Minute Unit Rate

Daytime hours - Non Hab Waiver

H2015	One person served	\$5.64
H2015 UN	Two persons served	\$2.96
H2015 UP	Three persons served	\$2.08
H2015 UQ	Four persons served	\$1.64
H2015 UR	Five persons served	\$1.38
H2015 US	Six persons Served	\$1.20

Community Living Supports (CLS) 15 Minute Unit Rate

Overnight hours - Non Hab Waiver

H2015 UJ	One person served	\$5.64
H2015 UN UJ	Two persons served	\$2.96
H2015 UP UJ	Three persons served	\$2.08
H2015 UQ UJ	Four persons served	\$1.64
H2015 UR UJ	Five persons served	\$1.38
H2015 US UJ	Six persons Served	\$1.20

Community Living Supports (CLS) 15 Minute Unit Rate

Daytime hours - Hab Waiver

H2015	One person served	\$5.64
H2015 UN	Two persons served	\$2.96
H2015 UP	Three persons served	\$2.08
H2015 UQ	Four persons served	\$1.64
H2015 UR	Five persons served	\$1.38
H2015 US	Six persons Served	\$1.20

Overnight Health & Safety 15 Minute Unit Rate

Nighttime hours - Hab Waiver

T2027	One person served	\$5.64
T2027 UN	Two persons served	\$2.96

T2027 UP	Three persons served	\$2.08
T2027 UQ	Four persons served	\$1.64
T2027 UR	Five persons served	\$1.38
T2027 US	Six persons Served	\$1.20

**Community Living Supports (CLS) 15 Minute Unit Rate
Less than four hours at multiple sites in one day**

H2015 16	One person served	\$6.25
H2015 16 UN	Two persons served	\$3.28
H2015 16 UP	Three persons served	\$2.30
H2015 16 UQ	Four persons served	\$1.81
H2015 16 UR	Five persons served	\$1.52
H2015 16 US	Six persons Served	\$1.33

Foster Care Family per diem rates

H2016/T1020 Rate Split	Base	\$114.32	Moderate	\$142.53	High	\$181.86
20%	\$22.86		\$28.51		\$36.37	
30%	\$34.30		\$42.76		\$54.56	
40%	\$45.73		\$57.01		\$72.74	
50%	\$57.16		\$71.27		\$90.93	
60%	\$68.59		\$85.52		\$109.12	
70%	\$80.02		\$99.77		\$127.30	
80%	\$91.46		\$114.02		\$145.49	

MISCELLANEOUS APPLICANT INFORMATION

1. Responses to this ATP must be according to the format, content, and sequence as outlined.
2. Additional information regarding any concerns, barriers, or modified area ideas may be included for consideration and must be clearly identified as such.
3. An authorized representative of the agency must sign the application.
4. Any application may be rejected if it is conditional, incomplete, or deviates from the guidelines set forth in this ATP.
5. This ATP does not commit OCHN to award funding.
6. OCHN reserves the right to cancel this ATP in whole or in part.

7. The successful Applicant shall not be excluded from participation in Medicare, Medicaid or any other Federal programs. The Applicant shall also ensure that any employees or contractors engaged to provide services under this contract are not excluded from participation in Federal programs.

Attachment A Insurance

INSURANCE

The Contractor must maintain, at its expense, during the term of this Contract the following insurance:

1.1. Contractor Provided Insurance

- 1.1.1. Neither Contractor, nor any of Contractor's permitted subcontractors or delegates, shall commence work under this Agreement until Contractor and each subcontractor and delegate have obtained the insurance required under this Section 10, and each of them shall keep such insurance in force during the entire life of this Agreement. All coverage shall be with insurance companies licensed and admitted doing business in the State of Michigan and acceptable to OCHN. Anything herein to the contrary notwithstanding, the specified insurance requirements in no way limit the liability of Contractor. All deductibles and self-insured retention amounts are the responsibility solely of Contractor. Contractor shall procure and shall maintain in full force and effect at all times during the term of this Agreement, including any and all renewal terms, the following insurance coverage:
- 1.1.2. Workers' Compensation Insurance, including \$500,000 Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- 1.1.3. General Commercial Liability Insurance, on an "Occurrence Basis" with limits of liability not less than \$1,000,000, per occurrence and \$3,000,000 in annual aggregate including, at least, the following coverages: (a) industry standard broad form property damage and general liability coverages, (b) Premises/Operations, (c) Libel and Slander, (d) Independent Contractors, (e) Products and Completed Operations, (f) Broad form Contractual, and (g) Personal Injury with contractual exclusion deleted.
- 1.1.4. Automobile Liability, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired and leased vehicles.

- 1.1.5. Additional Insured. Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be Additional Insureds (and not mere certificate holders): OCHN, including all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming OCHN as additional insured, coverage afforded is considered to be primary and any other insurance OCHN may have in effect shall be considered secondary and/or excess.
- 1.1.6. Cancellation Notice. Worker's Compensation Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance, as described above, shall be endorsed to state the following: "It is understood and agreed 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: Oakland Community Health Network, 5505 Corporate Drive, Troy, MI 48098-2614, Attention: Chief Executive Officer with a copy to Chief Legal Officer.
- 1.1.7. Professional Liability Insurance. Contractor shall procure and maintain during the life of this Agreement, Professional Liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in annual aggregate. If such policy is claims made form, then Contractor shall be required to keep the policy in force, or purchase "tail" coverage with the same per-claim and aggregate limits of liability, for a minimum of three (3) years after the expiration or termination of this Agreement.
- 1.1.8. Privacy and Security Liability (Cyber Liability) Insurance. Contractor shall have their policy cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
- 1.1.9. Proof of Insurance Coverage. Contractor shall provide OCHN a Certificate of Insurance as well as the required endorsements both at the time this Agreement is returned by Contractor for execution and annually at least thirty (30) days in advance of any renewal term. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.
- 1.1.10. Expiration. If any of the above coverages expire during the term of this Agreement (including any renewal term), Contractor shall deliver renewal certificates, endorsements, and/or policies to OCHN at least ten (10) days prior to the expiration date.
- 1.1.11. Cancellation Notice. Workers' Compensation Insurance, Commercial General Liability Insurance, Professional Liability Insurance and Motor

Vehicle Liability Insurance, as described above, shall include an endorsement stating that following: "Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal and/or Limits Reductions shall be sent to: Oakland Community Health Network, 5505 Corporate Drive, Troy, Michigan 48098". In addition to any notice provided by any insurer, Contractor shall notify OCHN within one (1) business day of the cancellation, non-renewal and/or limits reductions of any insurance required by this Section 10.

- 1.1.12. Notice of Claim. Contractor shall notify OCHN within one (1) business day of Contractor's receipt or knowledge of any material claim asserted against any insured or covered person under, and covered by, any of the insurance policies set forth above.

All insurance must be effected under valid and enforceable policies, issued by recognized, responsible insurers qualified to conduct business in Michigan which are well-rated by national rating organizations. All companies providing the required coverage shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a financial rating not lower than XI and a policyholder's service rating not lower than [A] as listed in A.M. Best's Key Rating guide, current edition or interim report.

Insurance policies must name OCHN as additional insured and loss payee and must not be canceled or materially changed without at least thirty (30) days prior written notice from the Contractor to OCHN. Contractor must submit certificates evidencing the insurance to OCHN at the time the Contractor executes this Contract, and at least fifteen (15) days prior to the expiration dates of expiring policies.

Include a copy Certificates of Insurance including limits with the response. All policies and certificates shall provide for 30 days notification to OCHN in the event of cancellation, reduction in limits or changes in coverage.

ATTACHMENT B
Direct Service Provider Contract



Oakland Community Health Network
Direct Service Provider Contract with:
«Contractor»
Contract Number: «Contract_Number»
Contract Expiration Date: September 30, 2023

This Direct Service Provider (“DSP”) Contract (“Agreement”) is entered into between Oakland Community Health Network, located at 5505 Corporate Drive, Troy, MI 48098 (hereinafter referred to as “OCHN”) and «Contractor» (hereinafter referred to as “Contractor”) whose address is specified on the signature page of this Agreement. As used throughout this Agreement, OCHN and/or Contractor may also be referred to individually as a "Party" or collectively as the "Parties."

For and in consideration of their respective promises and obligations, the sufficiency of which is hereby acknowledged and agreed, the Parties hereby agree as follows:

1. GENERAL INFORMATION

- 1.2. Authority. This Agreement is entered into under the authority granted by Act 258 of the Public Acts of 1974, as amended (hereinafter referred to as the “Michigan Mental Health Code”). The Parties agree and understand that this Agreement is at all times contingent upon and subject to the MDHHS/PIHP Medicaid Managed Specialty Supports and Services Concurrent 1915(b)/(c) Waiver Program(s), the Healthy Michigan Program and/or the MDHHS/CMHSP Managed Mental Health Supports and Services and Medicaid Managed Specialty Supports and Services Concurrent 1915(b)/(c) Waiver Program, the MDHHS Contracts, or any applicable grants or other arrangements between OCHN and MDHHS (hereinafter “MDHHS Contracts”), which govern this Agreement. Contractor agrees to be subject to and comply with the terms and conditions of the MDHHS Contracts. In the event that the MDHHS Contracts are not awarded to OCHN, or are terminated during the term of this Agreement, then this Agreement shall terminate and be of no force or effect.
- 1.3. Term. The term of this Agreement shall commence on October 1, 2022, and end at 11:59 pm local time on September 30, 2023 (“Term”), unless sooner terminated in accordance

with the terms of this Agreement, and thereafter, shall renew for successive terms of one (1) year each unless at least thirty (30) days prior to the end of the then-current term either party notifies the other of its intent not to renew, in which case, this Agreement shall not renew and shall expire at 11:59 pm local time on the final day of the then-current term. Notwithstanding the foregoing or anything to the contrary, the Term of this Agreement shall continue as to each Scope of Services or Scope of Work ("SOW") that properly references this Agreement until the term for that particular Scope of Services or SOW (if different than as stated in this Section) has expired or that particular Scope of Services or SOW has otherwise been terminated as provided in this Agreement. The Parties acknowledge and agree that OCHN may adjust the specific scope of services and administrative standards required hereunder based on any directives or guidance from MDHHS.

- 1.4. Direct Service Provider: By entering into this Agreement, Contractor is designated as a "Direct Service Provider" for Specialized Residential and/or Community Living Supports Services and is subject to the following administrative requirements in addition to those specified elsewhere in this Agreement, the Provider Manual and applicable rules and regulations:
 - 1.4.1. Contractor shall provide Services pursuant to and as further described in the **Attachment B** or in an applicable Statement of Work ("SOW") that references this Agreement (or may be attached hereto as an Attachment) to Eligible Individuals. This Agreement and the exhibits and attachments hereto contain the terms and conditions applicable to each SOW executed by the parties while this Agreement is in effect. Contractor shall only perform Services during the term of the SOW or for the term indicated in **Attachments A and B**. The parties acknowledge and agree that the Attachments and any applicable SOW may be supplemented as the Michigan Department of Health and Human Services ("MDHHS") issues policies, procedures, training, and administrative materials. In the event of any inconsistency between the Attachments, or applicable SOW and the scope of service as defined by MDHHS Contracts, policies, and procedures, the MDHHS Contracts, policies and procedures shall control.
- 1.5. Relationship of the Parties. The relationship of OCHN and Contractor to each other is that of independent contractors. Neither OCHN nor any of its employees shall be considered under this Agreement as being an employee of Contractor nor shall Contractor or any of its employees be considered under this Agreement as being an employee of OCHN. Each Party is solely responsible to meet its own financial obligations to its employees including provision of workers' compensation and unemployment insurance coverage, malpractice and other liability insurance, payment of federal, Michigan and local taxes and, except as expressly specified otherwise in this Agreement, any other costs, or expenses necessary to carry out its obligations under this Agreement. No work, act, commission or omission of any Party, its agents, servants, or employees, pursuant to the terms and conditions of this Agreement, shall be construed to make or render any Party, its agents, servants or

employees, an agent, servant, representative or employee of, or joint venture with, the other Party.

- 1.6. Capitalized terms not defined in this Agreement shall have the meanings ascribed to them in OCHN's Policies, Procedures and Protocols. As used in this Agreement, "OCHN's Policies, Procedures and Protocols" or "PPP" mean all of OCHN's policies, procedures and protocols, including but not limited to, (i) Medicaid requirements for Medicaid Services, (ii) OCHN'S clinical protocols and policies for non-Medicaid and/or Medicaid Services regarding access to, timeliness of, and the scope, intensity and duration of Service, (iii) OCHN's Policy and Practice Protocol Manual and (iv) OCHN's Utilization Management Program. PPP does not include OCHN's Strategic Plan. OCHN's PPP also shall govern with respect to any issue or topic not specifically addressed in this Agreement.
- 1.7. "Eligible Individual" or "Member" means an individual residing in Oakland County, who, in the manner specified in and in accordance with the requirements of this Agreement and through the Person-Centered Planning process, is determined to be eligible for, and able to benefit from, Specialized Residential and/or Community Living Supports Services.
- 1.8. Conflicts. In the event and to the extent of any direct conflict between the terms of this Agreement and those of any of the PPP, the terms of the PPP shall supersede, govern, and control. The foregoing notwithstanding, in the event and to the extent of any conflict between the terms of this Agreement and the terms of any of the PPP imposing any requirement of notice or approval of any PPP, the terms of this Agreement shall supersede, govern, and control. In the event and to the extent of any conflict between the terms of this Agreement and those of the MDHHS Prepaid Inpatient Health Plan and/or any General Fund contracts with OCHN, the terms of the MDHHS Prepaid Inpatient Health Plan and/or General Fund contract with OCHN shall supersede, govern, and control.

2. SERVICES

- 2.1. Scope of Services. Contractor is responsible to provide and agrees to provide to Eligible Individuals, when medically necessary, the services specified on **Attachment B** to this Agreement ("Services"), in accordance with the Michigan Medicaid Provider Manual and in a manner that conforms to OCHN's PPP, including but not limited to, those specified on **Attachment E** to this Agreement.
- 2.2. Person-Centered Planning. Services shall be provided as specified in the Individual Plan of Service ("IPOS") using the Person-Centered Planning. Contractor shall participate in the Person-Centered Planning process as outlined in the MDHHS best practice guideline. Contractor shall demonstrate measurable movement toward goals chosen by Eligible Individuals/families through the person-centered planning process. Eligible Individuals/families served shall be given regular opportunities to provide feedback regarding their goals. Contractor's employees and permitted contractors (collectively, "Contractor Personnel") shall collect information and make changes to the IPOS in accordance with MDHHS and OCHN guidelines for Person-Centered Planning and IPOS development.

- 2.3. Contractor's obligations and the objectives to be achieved by the Contractor under this Agreement shall align with the OCHN Strategic and Annual Plan, MDHHS requirements (including without limitation MDHHS Data and Reporting policies), and the Attachments to this Agreement.
- 2.4. Contractor further agrees that:
- 2.4.1. All methodologies and program content and reporting used by Contractor in performing its obligations under this Agreement shall be consistent with all applicable PPP, MDHHS Data and Reporting policies, all MDHHS requirements including those outlined in the PIHP/General Fund Contracts and the Attachments to this Agreement, including any SOW.
 - 2.4.2. It shall coordinate services with the provision of other appropriate services including, health, social, correctional, educational, employment, substance use disorders and mental health.
 - 2.4.3. It shall adhere to timelines for any applicable OCHN grant programming that includes activities performed, training, milestones, and responsible staff.
 - 2.4.4. It shall notify and provide either electronic or hard copies of all documents to OCHN for any and all grants or funding to which it applies for that may impact or affect services and supports to persons served under this Agreement, or that otherwise competes with the services provided by or made available by OCHN, and/or that OCHN data will be used to support.
 - 2.4.5. Collect and transfer any and all data and financial information for and related to the services provided under this Agreement to OCHN in compliance with the Financial and Data Reporting Requirements identified in this Agreement, any SOW, the Attachments hereto and the PPP, as well as all program or financial reports, forms, and/or reporting requirements or formats as may be required by and/or provided by OCHN.
- 2.5. Standard of Care. Contractor must treat all Eligible Individuals referred to Contractor and agrees that all Eligible Individuals shall be treated in the same manner with respect to availability of Service, hours, and locations. Contractor shall offer hours that are no less than the hours of operation offered to commercial members or comparable to Medicaid fee-for-service ("FFS") if Contractor only serves Medicaid members.
- 2.6. Services and Marketing. Contractor shall assure and demonstrate provision of comprehensive services as outlined in this Agreement for members of priority populations as defined in the Michigan Mental Health Code (the "Code") under General Fund and those eligible for MI Child, Healthy Michigan Program ("HMP") and Medicaid services as specified by MDHHS. Contractor shall demonstrate adherence to all applicable federal and state rules and regulations including the Balanced Budget Act of 1997, the marketing restrictions set forth in 42 CFR 438.104, and the MDHHS Prepaid Inpatient Health Plan and General Fund contracts with OCHN.
- 2.7. Health and Safety. If the health or safety of any Eligible Individuals is in jeopardy, both Parties shall cooperate in the prompt resolution of the situation and implement immediate

actions to remedy emergency situations. Notwithstanding the foregoing, OCHN may, in its sole discretion, take any action it deems necessary and appropriate to ensure the health and safety of Individuals Served.

- 2.8. Member Privacy. Contractor shall comply with all PPP and with all applicable federal and state laws, rules, and regulations concerning an Eligible Individual's record and health care information confidentiality rights, including without limitation 42 CFR Part 2, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), the regulations and standards promulgated pursuant thereto, the Michigan Mental Health Code, and the Michigan Public Health Code.
- 2.9. Practitioner Scope. Contractor's Health Care Professionals/Practitioners acting within their lawful scope of practice shall be free to communicate with the Eligible Individual/guardian about their treatment regardless of benefit coverage.
- 2.10. Member Advocacy. Contractor and its Health Care Professional may advocate on behalf of one or more Eligible Individuals with respect to grievance and appeal, utilization management, or authorization issues.
- 2.11. Eligibility and Coordination of Services/Programs. Contractor shall ensure coordination of care between Contractor and the Eligible Individual's primary care provider(s) and Medicaid health plan, as applicable. Primary care providers may include, among others, a supports coordinator, case manager, or clinician. Contractor shall procure appropriate Eligible Individual releases of information upon initiation of Contractor services to the Eligible Individual. Contractor also shall coordinate care with other health care providers, agencies, natural or community supports as specified in the Eligible Individual's IPOS. Contractor shall maintain a current list of available programs and community resources and advise Members how to access the resources as necessary.
- 2.12. Limited English Proficiency ("LEP"). Contractor must comply with all LEP requirements of Title VI of the Civil Rights Act of 1964 and all other applicable federal and state statutes and regulations.
- 2.13. Cultural Competency. Contractor shall participate with OCHN's Cultural Competency / Diversity, Equity and Inclusion plan and must assure meaningful service for persons with diverse cultural backgrounds, including, but not limited to religious, racial, ethnical, gender identity, geographical, geriatric, socioeconomic, and/or disability. Contractor shall assess the population(s) it serves, collaborate with other community agencies (e.g., Council on Aging) and train Contractor Personnel on any identified cultural issues.
- 2.14. Policies and Procedures. To the extent applicable to services provided under this Agreement, Contractor shall develop new policies and/or revise its policies to address and comply with the OCHN PPP including, but not limited to, those listed on **Attachment E** to this Agreement. OCHN reserves the right to amend and/or modify any or all of the PPP listed on **Attachment E** and/or the list of such PPP, without prior notice to or consent of Contractor. OCHN shall abide by its "Practice Guideline" policy and "Adoption and Review of Practice Guidelines and Protocols" protocol except in

circumstances where state or federal changes have occurred and otherwise prevent OCHN from doing so. OCHN shall post any such modification on its website within five (5) days after the effective date of such amendment or modification and will endeavor to provide earlier notice when reasonably practicable to do so. If Contractor does not have a policy that addresses the content of an OCHN PPP, Contractor shall follow OCHN'S PPP while developing such Contractor policy. OCHN shall explore with Contractor alternative options to meet the intent of any newly developed PPP and to neutralize the material adverse economic impact, if any, of such PPP, unless such PPP is required by state or federal law or MDHHS Contracts.

- 2.15. Member Involvement. In recognition of the public funding provided through OCHN and the expectations of the Mental Health Code, Contractor shall provide opportunities for Eligible Individuals and their representatives to provide input and make recommendations regarding program planning and service delivery.
- 2.16. Capacity. Contractor agrees to call OCHN's Access Center when it has reached clinical capacity to accept new referrals. Contractor will contact Access Center when it can begin accepting new referrals. Contractor agrees that nothing in this section, or anywhere in this Agreement shall guarantee a number or volume of referrals of Members to Contractor.
- 2.17. As a precondition to payment under this Agreement, unless Contractor owns or is the lessor of the home in which Contractor furnishes services under this Agreement, Contractor must fully execute a home lease, sublease, rental agreement, or occupancy agreement (each referred to herein as a "Lease") with OCHN's designated agent, Community Housing Network, Inc. ("CHN"), or, alternatively, provide to OCHN a copy of Contractor's fully-executed home lease with an entity other than CHN and acceptable to OCHN.

3. FINANCIAL OBLIGATIONS, CONTRACTOR COMPENSATION, AUDITS AND REPORTING

- 3.1. Financial Obligations of OCHN. All of OCHN's financial obligations under this Agreement are contingent upon the continued availability of, and OCHN's receipt of, sufficient federal, state and/or local governmental funds. Subject to the foregoing, OCHN shall compensate Contractor for the Services in accordance with **Attachment A** hereto as payment in full for Services and shall make no additional charge to Eligible Individuals for such Services except as provided herein.
 - 3.1.1. Unless specified otherwise on **Attachment A**, any Performance-Based Compensation payable to Contractor shall be calculated and paid to Contractor in accordance with the applicable Service Model specified on the **Attachment A**.
 - 3.1.2. As applicable, unless specified otherwise on **Attachment A**, annual Profit calculations, Cost Settlements and associate reports contemplated by **Attachment A** shall be completed within fifty-six (56) days after OCHN's receipt of Contractor's final annual financial status report ("FSR"), Contractor's certified independent audited financial statements, audit to FSR reconciliation and complete auditor's report for the contract year in question.

- 3.1.3. OCHN shall have the right to modify the compensation amounts and/or rates referenced on **Attachment A** hereto for any fiscal year upon thirty (30) days' prior written notice unless MDHHS or OCHN Board decision does not allow for such notice.
- 3.1.4. An updated rate schedule applicable to any renewal term shall be made available to Contractor in writing within thirty (30) days after the date of commencement of such renewal term and any rate adjustments shall not be retroactive. Contractor shall have fifteen (15) days after OCHN publishes the Rate Schedule in which to give OCHN written notice of Contractor's objection to the new **Rate Schedule**, which is referenced in **Attachment A** and incorporated in this Agreement. Except as provided in this paragraph 3.1.7, Contractor shall not perform services under this Agreement without a validly issued **Attachment B** covering the term in which services are to be provided by Contractor.
- 3.1.5. OCHN shall pay the Contractor in accordance with the payment methodologies described in the **Attachment A** on a monthly basis, subject to the annual cost settlement process described in **Attachment A** if applicable. The compensation specified or otherwise referenced on, and calculated in accordance with, **Attachment A** shall be deemed payment in full by OCHN for all Services furnished by Contractor pursuant to this Agreement. Anything in the Agreement, including **Attachment A**, to the contrary notwithstanding, unless Contractor owns or is the lessor of the home in which Contractor furnishes services under this Agreement, then, with regard to Eligible Individuals in only that owned or leased home, Contractor shall have no right, claim, title or interest in or to any monthly rent which Contractor shall pay to OCHN, via OCHN's designated agent, or (b) any SSI/SSDI Payments (as defined in Section 3.2.1.7 of this Agreement) paid to or on behalf of any Eligible Individual for that Eligible Individual's Individual Rent Share which Contractor shall pay to OCHN, via OCHN's designated agent.

3.2. Contractor Financial Obligations:

- 3.2.1. First- and Third-Party Revenue; Total Monthly Rent; Individual Rent Shares. For all Services furnished to each Member, Contractor is responsible for billing all potential first- and third-party payers/payment sources, Coordination of Benefits and collection of all available first- and third-party payments.
 - 3.2.1.1. Contractor shall solicit, qualify for, secure and/or receive any and all federal, state, and private benefits, entitlements of any kind, and any and all available reimbursement amounts for any Eligible Individual or eligible persons served by Contractor.
 - 3.2.1.2. OCHN is the payer of last resort for those Services funded by OCHN. Contractor shall credit to OCHN all first- and third-party payments, reimbursement and other revenues received by Contractor for Services furnished pursuant to this Agreement; provided, however that this obligation shall not apply to any donations related to the services or programs outside the scope this Agreement, regardless of when they are received.

- 3.2.1.3. Contractor shall assess Eligible Individual's fees and copayments according to MDHHS requirements, the Michigan Mental Health Code, Administrative Rules, and OCHN's PPP.
- 3.2.1.4. Contractor shall use commercially reasonable efforts to secure and collect any and all reimbursement amounts payable and available to offset Contractor and/or Eligible Individual costs and expenses related to Services furnished under this Agreement.
- 3.2.1.5. Hold Members Harmless. Except where permitted by law, Contractor shall not seek or collect any service fee payments directly from Medicaid covered or under/uninsured Priority Population persons, or their legal guardians, parents, or relatives, etc. under this Agreement. This provision shall not prohibit collection of Copayments, Coinsurance, Deductibles, and non-Covered Services. Contractor further agrees that: (a) this provision shall survive the termination of this Agreement regardless of the cause giving rise to termination and shall be construed for the benefit of Members or Eligible Individuals, and (b) this provision supersedes any contrary verbal or written agreement now existing or hereafter entered into between Contractor and Eligible Individuals or persons acting on their behalf.
- 3.2.1.6. In furtherance of the foregoing and not by way of limitation, for homes owned or leased by CHN for which Contractor and CHN have entered into a Lease or other agreement or for which Contractor otherwise uses to provide Services under this Agreement, by the fifteenth (15th) day of each month Contractor shall pay, to OCHN, via OCHN's designated agent, CHN, at the address specified below, the total monthly rent due under the Lease for the home (the "Total Monthly Rent"), with notation of the address of the home to which the payment applies. Contractor shall submit all such Total Monthly Rents and corresponding home addresses to CHN at the following address:
- Community Housing Network, Inc.
Attention: CHN Accounts Receivable
5505 Corporate Drive, Suite 300
Troy, MI 48098
- 3.2.1.7. By the fifteenth (15th) day of each month, Contractor shall determine the portion of the Total Monthly Rent (the "Individual Rent Share") applicable to each Eligible Individual who is residing within the group home/housing unit managed or serviced by Contractor on the first day of that month. The Individual Rent Share for each Eligible Individual shall include the portion of any Supplemental Security Income ("SSI") and Social Security Disability Income ("SSDI") payments (collectively, "SSI/SSDI Payments") received or obtained by Contractor from or on behalf of that Eligible Individual that is to be allocated to his/her rent.
- 3.2.1.8. Contractor agrees that anything in this Agreement, including any Attachment hereto, to the contrary notwithstanding (except to the extent

permitted in Section 3.2.4), if Contractor fails or refuses to timely pay any Total Monthly Rent as required above, then:

- 3.2.1.8.1. such failure or refusal shall be deemed a material breach of this Agreement;
 - 3.2.1.8.2. Contractor shall pay OCHN one hundred percent of all costs and expenses, including attorney fees, incurred by OCHN or by any agent or designee of OCHN, in collecting such Total Monthly Rent and
 - 3.2.1.8.3. for every dollar of due but unpaid Total Monthly Rent, Contractor shall be deemed to have received an equal amount of Overpayment (as defined in Section 3.3.4 of this Agreement) and, with respect to such Overpayment, Contractor shall have the obligations specified in Section 3.3.4, and OCHN shall have the rights specified in Section 3.3.4 in addition to, and not in lieu of, any other right or remedy otherwise available to OCHN.
- 3.2.2. Clean Claims. Contractor shall pay all Clean Claims of its permitted subcontractors and its employed and contracted direct service providers within forty-five (45) days after Contractor's receipt of the claim. "Clean Claim" means a complete and accurate claim for payment of covered services, free of outstanding subrogation, coordination of benefits, or other secondary payer issues, filed in a correct format electronically or on the appropriate OCHN-designated claim form, and containing all pertinent information as may be required in accordance with applicable statutory and regulatory guidelines. When third party payers are not involved, any claims received more than ninety (90) days after the date of service may not be paid by OCHN.
- 3.2.3. Financial Hardship. If Contractor contends in good faith that the compensation payable to Contractor pursuant to **Attachment A** hereto is inadequate for Contractor to furnish all required goods and services, including but not limited to housing and food, to each Eligible Individual residing within the group home/housing unit managed or serviced by Contractor, Contractor may submit to OCHN a written request for a compensation adjustment including a detailed statement of the basis for such request. Contractor will be required to meet with OCHN's Chief Financial Officer or his/her designee and to provide all requested books, records, documents, and information for the then-current fiscal year and up to two preceding fiscal years. Following completion of OCHN's review of documents and information it deems necessary and of any vacancy and/or operational cost issues it determines relevant, OCHN may, in its sole and absolute discretion, make a prospective or retrospective adjustment to the compensation payable to Contractor pursuant to this Agreement and shall memorialize any such adjustment in a new **Attachment A** hereto. Nothing herein shall obligate or require OCHN to pay any compensation other than that specified in the then-current **Attachment A**.

3.2.4. Failure or Refusal to Pay Minimum Rent Under CHN Lease/Sublease. Anything in this Agreement to the contrary notwithstanding, if Contractor fails or refuses, for a period of more than ninety (90) days, to pay the Minimum Rent due under Contractor's lease or sublease with CHN (each a "Lease"), regardless of any temporary rent abatement obtained by Contractor pursuant to that Lease, Contractor shall promptly meet with OCHN's Chief Financial Officer or his/her designee to discuss any vacancy(ies) at the residence, whether they are likely to be filled, any operation cost concerns, and whether OCHN will temporarily adjust compensation payable to Contractor to offset financial impact of vacancy(ies) or other cost concerns or pursue other remedies available to OCHN under the Agreement, including and up to, termination of this Agreement. Contractor will provide OCHN all requested books, records, documents, and information for the then-current fiscal year and up to two preceding fiscal years. Following completion of OCHN's review of documents and information it deems necessary and of any vacancy and/or operational cost issues it determines relevant, OCHN may, in its sole and absolute discretion and in accordance with its applicable policies and procedures, make a decision regarding Contractor's request. Any such termination shall, in no way, impact any obligation of Contractor under the Lease. Any action taken by OCHN under this paragraph, shall be conditioned upon the development and implementation of an action plan for both OCHN and Contractor designed to resolve the issue(s) which lead to action under this subsection.

3.3. Audits.

3.3.1. Independent Audit of Contractor. Annually, Contractor shall obtain an independent financial statement audit, free from conflict of interest, performed by a certified public accountant ("CPA"), in accordance with Generally Accepted Accounting Principles ("GAAP") and with generally accepted auditing standards if the Contractor total cash receipts and/or expenses incurred for the fiscal year end were \$300,000 and above. Should OCHN identify that a conflict of interest exists, OCHN retains the right to require new independent auditors for which no conflict of interest exists be retained. The audit report must clearly indicate the financial position and operating results of the Contractor and also must include the CPA's opinion. If a Management Letter is also issued by the CPA this letter must be provided to OCHN along with the financial statement audit. The complete CPA's opinion and the CPA Management Letter must be provided to OCHN within fifteen (15) days after Contractor's receipt and not more than one hundred five (105) days after Contractor's fiscal year end. If Contractor is required under Uniform Guidance (2 CFR 200) to obtain a single audit that covers services related to OCHN, then the single audit must also be submitted to OCHN within the same such time frames.

3.3.2. Contractor shall follow Generally Accepted Accounting Principles ("GAAP"), including the use of accrual-based accounting, as well as cost allocation and allowable expense guidelines set forth in the applicable sections of Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards located in 2 CFR 200 and in accordance with Section 3.4 ("Reports"), below.

3.3.3. OCHN Audits. Contractor is subject to annual Compliance Audit testing performed by OCHN paid CPAs acting on behalf of MDHHS.

- 3.3.3.1. Contractor agrees that OCHN shall be permitted to audit, evaluate, inspect, copy, or obtain extracts of any books, contracts, medical records, patient care documentation, and other records that pertain or relate to any aspect of services performed by Contractor for Members and for which Contractor has claimed and received payment pursuant to this Agreement (“OCHN Audits”). At no cost to OCHN, Contractor shall furnish copies of all such documents and records requested by OCHN during or as the result of the OCHN Audit.
- 3.3.3.2. OCHN Audits shall be conducted during Contractor’s regular business office hours and in accordance with applicable law governing confidentiality of Eligible Individuals’ care and medical records. At OCHN’s option, any OCHN Audit may be performed by OCHN’s own internal auditors and/or independent auditors selected by OCHN, provided that all such independent auditors have executed written agreements to comply with all of OCHN’s confidentiality obligations under this Agreement.
- 3.3.3.3. Except in cases of suspected fraud or abuse or for standard compliance audits conducted by or on behalf of MDHHS, OCHN shall give Contractor five (5) business days’ advance written notice of a proposed OCHN Audit setting forth the scope of the medical and billing records to be reviewed. Contractor represents and warrants to OCHN that, at the time of any OCHN Audit, Contractor shall have obtained from the Eligible Individuals involved in the OCHN Audit all legally required permissions and authorizations for OCHN to access and review their medical records.

3.3.4. Findings from Financial and Compliance Audits and Reviews.

- 3.3.4.1. Contractor shall correct all identified financial, accounting and related deficiencies. Any plan of correction resulting from any deficiency(ies) shall: (i) specify a time period and priority, based on urgency, for completion of all corrections and (ii) identify sanctions that will result from lack of correction. The plan of correction must be submitted to both Parties and approved by OCHN before its implementation. OCHN may, but shall not be required to, collaborate in funding the plan of correction. If Contractor fails to implement the plan of correction, OCHN shall have the right to impose administrative, financial, and contractual sanctions, including but not limited to those contained in the plan of correction. Sanctions shall be those deemed reasonable by OCHN in the exercise of good faith.
- 3.3.4.2. If OCHN reasonably believes that the audit findings are of a sufficiently grievous magnitude or deems Contractor’s attempt to correct the deficiencies or implement recommendations unsuccessful or inappropriate, OCHN may declare a material breach and terminate this Agreement for such breach in accordance with the provisions of Section 13 (“Termination”).

- 3.3.4.3. If any OCHN Audit discloses Contractor's receipt of any overpayment or any other sum to which Contractor is not entitled (each an "Overpayment"), Contractor shall repay the entire Overpayment within thirty (30) days after Contractor's receipt of OCHN's written notice of the overpayment.
 - 3.3.4.4. If Contractor receives an Overpayment, then, without necessity of demand by OCHN, Contractor shall repay such sum to OCHN in full within the earlier of thirty (30) days after Contractor's discovery of the Overpayment or OCHN's request for its repayment.
 - 3.3.4.5. If Contractor fails or refuses to repay any Overpayment in full within the earlier of thirty (30) days after Contractor's discovery of the Overpayment or OCHN's request for its repayment, then: (i) the unpaid Overpayment balance shall accrue interest at the then-current prime rate of PNC Bank in Detroit, Michigan; and (ii) OCHN may, but is not required to, offset the Overpayment and accrued interest against any and all sums otherwise payable to Contractor until the entire Overpayment and all accrued interest have been repaid in full to OCHN.
- 3.4. **Reports and Certification.** In order to comply with the regulations of the Balanced Budget Act, Sections 438.604 and 438.606, and the MDHHS Specialty Services and Support Contract, Contractor shall submit the reports specified below in this section 3.4 and in **Attachment D** hereto on the due dates specified below and in **Attachment D**, certified in accordance with this paragraph. The certification must attest, based on best knowledge, information, and belief, that the data or documents being submitted are accurate, complete, and truthful. The certifications must be executed by the Contractor's Chief Executive Officer or the Chief Financial Officer, or an individual who has the authority to sign for, and who reports directly to, the Chief Executive Officer or Chief Financial Officer. Contractor represents and warrants that the Contractor's submission of any required report referenced in or submitted pursuant to this Agreement or otherwise required by OCHN shall serve as an attestation of the Contractor that based on best knowledge, the information submitted by Contractor is accurate, complete, and truthful.
- 3.4.1. **Financial Status Report ("FSR").** A monthly expense report of current month expenses based on General Ledger detail with year-to-date totals, as well as projections for the remainder of the fiscal year by category consistent with **Attachment A**. Contractor shall include in this report first- and third-party revenue on an accrual basis for both current month and year-to-date. Contractor shall provide additional information by Service and/or program as developed and agreed to by the Parties and as reasonably requested by OCHN.
 - 3.4.2. **Quarterly Financial Statement ("FS")** to include Balance Sheet, Revenue and Expense Report and Cash Flow statement.
 - 3.4.3. **State Financial Reporting.** The Contractor shall cooperate with and participate in OCHN's Cost Integrity process and implement the year-end documentation requested by OCHN and reporting decisions adopted by joint OCHN/ Contractor activity. Contractor agrees to develop and submit to OCHN year-end documentation for the periods and on due dates established by OCHN. By

submission of any year end documentation, the Contractor is attesting that all documentation is completed and reviewed

3.4.4. All Contractor reporting is subject to the provisions of Uniform guidance (2 CFR 200) and Generally Accepted Accounting Principles (“GAAP”).

3.5. Solvency: Contractor shall be financially solvent (defined as being able to meet short-term and long-term debt obligations) prior to commencing Services required in this Agreement and at all times during the term of this Agreement. During the term of this Agreement, Contractor shall give OCHN immediate written notice of any change in Contractor’s financial position material to its solvency and/or its ability to continue operation as a going concern and/or indicating Contractor’s existing or impending insolvency.

4. DATA MANAGEMENT, REPORTING, AND CONFIDENTIALITY

4.1. Contractor shall participate in the timely information and data (within the limits of applicable law) in accordance with the policies listed in **Attachment E** for care coordination, including submission of the reports specified in **Attachment D** and as may be requested in any applicable SOW.

4.2. In order for Contractor to perform its services under this Agreement, OCHN may permit Contractor or Contractor Personnel to access certain copyrighted software licensed to OCHN. Neither Contractor, nor Contractor Personnel shall: (i) transfer, remove, use, copy, or otherwise provide or make available any such copyrighted software, or documentation thereof, to any other person or entity, for any purpose, without the prior written consent of OCHN and/or the licensor; (ii) produce a source listing, decompile, disassemble, or otherwise reverse engineer any copyrighted software; or (iii) use any copyrighted software contrary to the provisions of any applicable software license agreement or state or federal law. Except as expressly specified otherwise, for purposes of this Agreement, “Contractor Personnel” includes the Contractor’s employees and independent contractors who furnish Services directly to Eligible Individuals and/or provide clerical, administrative or operational support to Contractor for the provision of those Services, but expressly excludes any delegate or assignee.

4.3. OCHN shall be afforded unimpeded view-only access and use (to the extent of legal limitations) to all data related to OCHN Eligible Individuals pursuant to this Agreement including all data entered into Contractor’s information system(s), including but not limited to, eligibility and demographic data, utilization data, claims data, cost data, clinical and any other service supports, administrative or financial information that has passed through the OCHN or Contractor operation regardless of whether it resides with Contractor or with OCHN’s information system. To the extent permitted by **Attachment E** hereto, the foregoing does not preclude Contractor from maintaining and utilizing the data identified in this section in support of the provision of Services to Eligible Individuals and/or in Contractor’s internal operations, in accordance with this Agreement.

4.4. For purposes of this Agreement, “Confidential Information” means any information in whatever form or format (oral, written, electronic, visual) relating to or concerning the

property, business or affairs of either Party including, but not limited to, information concerning either Party's business operations, assets, liabilities, financial condition, financial projections, business plans, business opportunities, marketing data and plans, enrollment projections, personnel information, business contacts, Contractor information and contracts, health care provider data and contracts, and computer programs, digital media, software, data printouts, manuals and related materials or practices, models, methods or designs, works of authorship, technology, and logos, symbols, trademarks, or service marks presently existing or later established by the Party whether or not patented or copyrighted, which have been made, developed, perfected, conceived and/or reduced to practice by the Party or its employees, agents, advisors or consultants and which are not available to the general public. Confidential Information shall not include information that (i) is or becomes generally available to the public other than as a result of disclosure by a Party or any of its employees or agents in violation of this Agreement; or (ii) becomes available to a Party on a non-confidential basis from sources outside the other Party, provided that such sources have not obtained such information in violation of a confidentiality agreement with, or other obligations of secrecy to, a Party; nor does it include any documents or forms developed and prescribed by any of OCHN'S funding sources, nor actual data and documents related to Eligible Individuals serviced pursuant to this Agreement.

- 4.5. Each Party recognizes and agrees that the other Party's Confidential Information is confidential and/or constitutes valuable property and proprietary information. Each Party agrees that the other Party's Confidential Information shall belong to the other Party and that the other Party shall continue to be the owner of the Confidential Information. Each Party shall hold the other Party's Confidential Information in strict confidence and shall adopt strict safeguards to protect the confidentiality of the other Party's Confidential Information. Neither Party shall disclose the other Party's Confidential Information to any other person or entity without the prior written consent of the other Party, except to local, state, and federal governmental authorities or agencies and OCHN funding sources who have a need to know or as otherwise expressly authorized in this Agreement. Each Party shall take all reasonable steps to ensure that its employees and agents, including Contractor Personnel, do not disclose the other Party's Confidential Information in violation of this Agreement.
- 4.6. If a Party (the "Requested Party") receives any requests or demands under authority of law for access to Confidential Information of the other Party, the Requested Party, as permitted by Law, shall notify the other Party promptly of receipt of any such request or demand and shall confirm any oral notification by written notice. If so, requested by the other Party, the Requested Party shall delay compliance with any such request or demand, if permitted by applicable Law or unless otherwise directed by court order, until the other Party has had a reasonable opportunity to advise the Requested Party of its position respecting compliance and to take any action it may wish to take to avoid any required compliance. The requirements of this paragraph do not apply to requests for, or production of, confidential Eligible Individual information, only to Confidential Information (as defined) of a Party, itself.
- 4.7. Contractor shall implement virus protection and planning, management, and system monitoring tools to prevent unauthorized access to its internal transaction and office

systems and report material breaches in security as required by **Attachment E** and as necessary to avoid interruption of or interference with the provision of Services to Eligible Individuals.

- 4.8. Contractor must notify OCHN within twenty-four (24) hours if there is a system or application outage caused by ransomware, phishing attacks, virus, malware, etc. that is expected to be more than twenty-four (24) hours. OCHN shall be notified of data breaches for Eligible Individuals.
- 4.9. Contractor shall comply with the requirements of 42 C.F.R 1903(l) regarding the use and implementation of an electronic visit verification systems, including any applicable requirements as otherwise set forth by OCHN and MDHHS within the established timeframe as set forth by OCHN and/or MDHHS.
- 4.10. Periodic Inspections. Contractor agrees that representatives of OCHN are entitled to make periodic inspections to ascertain that the Contractor is properly performing the Services. -The inspections may be made at any time during Contractor's normal business hours. -If, in the course of the inspections, OCHN's representatives note any deficiencies in Contractor's performance of the Covered Services, or any other mutually agreed upon performance deficiencies, the alleged deficiencies must be reported promptly to the Contractor in writing. Contractor agrees to promptly remedy and correct any reported deficiencies within timeframe requested by OCHN.
- 4.11. Record Retention. All medical, financial and administrative documents and records, of any and every type, related to the Services and activities in support of this Agreement and/or to its performance by Contractor shall be made available at any reasonable time for up to ten (10) years from the final date of the Agreement period or from the date of completion of any audit, whichever is later, for examination or audit by personnel authorized by OCHN, MDHHS, Centers for Medicare and Medicaid Services ("CMS") or any applicable authorized state or federal agency or officer. Contractor shall maintain all records for the period required by applicable state or federal law, including, but not limited to, the periods set forth in the State of Michigan's Record Retention and Disposal Schedule for CMHSPs available at (https://www.michigan.gov/documents/hal/mhc_rm_gs20_195724_7.pdf). Upon OCHN request, Contractor also shall provide a complete electronic or hard copy of all such documents and records.

5. ADDITIONAL CONTRACTOR CLINICAL AND ADMINISTRATIVE RESPONSIBILITIES

- 5.1. Contractor shall ensure that the best use of community resources and natural supports are explored for each Eligible Individual served.
- 5.2. Marketing/Funding. Contractor shall acknowledge receipt of support from federal and state funds from OCHN and/or MDHHS on its website, and in all articles, publications or other documents that are produced utilizing any such funding.
- 5.3. Circumstances that Interfere with Performance: In the event that circumstances occur which substantially reduce or otherwise interfere with Contractor's ability to perform its obligations under this Agreement Contractor must notify OCHN of such fact in writing

within twenty-four (24) hours knowledge. A meeting of the Parties shall then be convened as soon as possible in order to determine an immediate course of action and possible resolution of the problematic circumstances. Notwithstanding the foregoing, Contractor shall immediately notify OCHN upon knowledge of any material changes in its operation, ownership, or financial condition. Material changes include, but are not limited to:

- 5.3.1. reduction or change in staffing assigned to this Agreement
 - 5.3.2. Decrease in, or cancellation of, insurance coverage;
 - 5.3.3. Delinquent payment, or nonpayment, of tax obligations;
 - 5.3.4. Delinquent payment, or nonpayment, of payroll obligations;
 - 5.3.5. Delinquent funding, or non-funding, of pension or profit sharing plans;
 - 5.3.6. Delinquent payment, or nonpayment, of subcontractors;
 - 5.3.7. Termination of, or changes in, subcontracts;
 - 5.3.8. Transfer, sell, assignment or delegation to an entity other than the Contractor, of ownership or administrative services;
 - 5.3.9. Delinquent payment or non-payment of loan and or note payable obligations and/or material violation of debt covenants; or
 - 5.3.10. Any changes to Contractor's operations, including changes to the facility address, contact information, licensure-status, closures, etc.
- 5.4. Notification of Contractor Changes. Prior to the effective date of the change but no more than one (1) business day of the change, Contractor shall notify OCHN in writing of any change in Contractor's name, ownership, or location.
- 5.5. Notice of Material Claims. Contractor shall notify OCHN in writing within one (1) business day after Contractor's receipt of notice of any claim, notice, demand, or litigation initiated against Contractor or any Contractor Personnel or any of Contractors permitted subcontractors or delegates regarding any services provided pursuant to this Agreement and shall provide OCHN a copy of any corresponding summons or complaint immediately upon Contractor's receipt of same.
- 5.6. Contractor shall comply with PA 368 of 1978, which requires health professionals to comply with specified reporting requirements for communicable disease and other health indicators.

6. CONTRACTOR REPRESENTATIONS, WARRANTIES AND OTHER REGULATORY REQUIREMENTS

Contractor represents and warrants to OCHN.

- 6.1. Inspection. Contractor shall allow visits by the MDHHS pursuant to Administrative Rule 330.2055 and by federal agencies to examine and inspect any records, not otherwise protected by law, related to this Agreement and/or to services furnished or sums paid pursuant to this Agreement.

- 6.2. Licenses, Reporting and Documentation. Contractor shall obtain and maintain at all times during the term of this Agreement all applicable business and professional licenses necessary to provide the contracted Services. In addition, Contractor shall at all times during the term of this Agreement:
- 6.2.1. operate its programs and provide Services in accordance with the Attachments to this Agreement,
 - 6.2.2. maintain adequate program, participant, and fiscal records and files, including source documentation, to support program activities and all expenditures made under the terms of this Agreement.
 - 6.2.3. be licensed in accordance with the AFCFLA.
 - 6.2.4. Contractor shall notify OCHN within twenty-four (24) hours after Contractor knows, or should have known, that (i) any license required by law or by this Agreement, whether special, regular, temporary, or provisional, is modified, terminated, suspended, or not renewed, or (ii) any regular or temporary license is converted to a provisional license.
- 6.3. Contractor Personnel. Contractor shall employ and/or contract with and assign qualified Contractor Personnel as necessary and appropriate to provide Services under this Agreement. Contractor shall ensure all Contractor Personnel have all the necessary knowledge, skill, training, and qualifications required to perform the Services and possess all licenses, permits, certificates, and governmental authorizations as may be required by law.
- 6.4. Contractor Personnel-Related Expenses. All Contractor Personnel shall be employed by and/or contracted with by Contractor at Contractor's sole expense (including, but not limited to, all salaries, wages, fringe benefits and employment-related taxes and insurance). Contractor represents and warrants that all Contractor Personnel shall fully comply with and adhere to all of the terms of this Agreement. Contractor shall indemnify and hold OCHN harmless for all claims against OCHN (including any officer, director employee, agent or attorney of OCHN) by, on behalf of or with respect to any Contractor Personnel, arising out of any contract for hire or any employer-employee relationship between Contractor and any Contractor Personnel, including, but not limited to, any claim for or related to Workers' Compensation, disability pay or other insurance of any kind.
- 6.5. Contractor's Incidental Expenses. Except as otherwise expressly provided in this Agreement, Contractor shall be solely responsible and liable for all costs and expenses incident to the performance of all services under this Agreement including, but not limited to, all salaries, wages, fringe benefits, professional dues, association fees, license fees, fines, taxes, insurance premiums, legal fees, and penalties.
- 6.6. Conflict of Interest. Contractor agrees and represents and warrants to OCHN that:
- 6.6.1. neither Contractor, nor any director, officer, principal, representative, agent or employee of Contractor, nor anyone having a direct or indirect ownership interest, whether beneficial or equity, or any combination thereof) of five-percent (5%) or more interest in Contractor, nor anyone acting on behalf of or legally capable of

acting on behalf of Contractor (collectively, "Contractor Group") shall engage in activities which are incompatible or in conflict with the discharge of Contractor's duties and responsibilities under this Agreement;

- 6.6.2. except in negotiating this Agreement and performing duties hereunder, no member of Contractor Group participated in the selection, award or administration of this Agreement;
- 6.6.3. no member of Contractor Group is using or privy to any insider information which would tend to give, or create the appearance of giving, an unfair advantage to Contractor; and
- 6.6.4. except as disclosed on the Conflict-of-Interest Disclosure Form attached hereto as **Attachment F**, no member of Contractor Group currently is an employee of OCHN;

Contractor shall immediately notify OCHN in writing of any facts or circumstances that render any of the above representations and warranties false or less than fully accurate. In furtherance of the foregoing, Contractor shall complete, sign and submit to OCHN a Conflict-of-Interest Disclosure in the form attached hereto as **Attachment F**, both prior to execution of this Agreement and annually thereafter within thirty (30) days prior to the end of the then-current contract year. Contractor shall cooperate fully with OCHN when they are examining and resolving any actual or apparent conflict of interest including, without limitation, providing to OCHN copies of any and all contracts and other documents relevant to the actual or apparent conflict of interest.

- 6.7. Anti-Lobbying. Contractor currently does and shall continue to 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 104-208).
- 6.8. No Discrimination. Pursuant to the Michigan Civil Rights Act and Title VI of the Civil Rights Act and the Federal Civil Rights Act of 1964 as amended, Contractor shall not discriminate against an 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, sex (gender), height, weight, marital status, or sexual orientation.
- 6.9. Equal Employment. Pursuant to the Michigan Persons with Disabilities Civil Rights Act, Contractor shall not discriminate against an 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 a disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
- 6.10. Drug-Free Workplace. Contractor currently does, and shall continue to meet the requirements of the Drug Free Workplace Act of 1988, 34 CFR Part 85, Subpart F.
- 6.11. Pro-Children Act. Contractor currently does and shall continue to meet the requirements of the Public Law 103-227, also known as the Pro-Children Act of 1994, which requires that smoking not be permitted in any portion of any indoor facility

owned or leased or contracted by and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan or loan guarantee, and that this language shall be included in any permitted subcontracts by Contractor related to the provision of services to children.

- 6.12. Smoke-Free Facility. Any service or activity funded in whole or in part through this Contract shall be delivered in a smoke-free facility or environment; smoking shall not be permitted anywhere in the facility, or those parts of the facility under the control of Contractor; and if activities or services are delivered in facilities or areas that are not under the control of Contractor, (e.g., a mall, restaurant or private work site), the activities or services shall be smoke-free.
- 6.13. Hatch Political Activity Act. Contractor currently does and shall continue to comply with the Hatch Political Activity Act (5 U.S.C. 1501-1508) and Intergovernmental Personnel Act of 1970, as amended by the Title VI of the Civil Service Reform Act (Public Law 95-454 Section 4728), and federal funds shall not be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.
- 6.14. Iran-Linked Business. By executing this Agreement and without need of additional signature, Contractor, for itself and for its owners, officers, shareholders, directors, managers, members and employees (collectively, "Contractor Group") hereby certifies, represents, and warrants that neither Contractor, nor any member of Contractor Group is an "Iran Linked Business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that neither Contractor, nor any member of Contractor Group shall become an "Iran Linked Business" at any time during the course of performing any services under this Agreement. Contractor and Contractor Group further acknowledge that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or two (2) times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of OCHN's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date it is determined that the person has submitted the false certification.
- 6.15. Patriot Act. Contractor shall comply with the USA Patriot Act (Public Law 107-56, 115 Stat. 272 [2001]) ("USAPA") with respect to the system and services.
- 6.16. Uniform Guidance. Contractor shall comply with all applicable general administrative requirements including, but not limited to, the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200 ("Uniform Guidance").
- 6.17. Procurement. All Contractor purchase transactions, whether negotiated or advertised, shall be conducted openly and competitively in accordance with the principles and requirements of the Uniform Guidance, as applicable, and records sufficient to document the significant history of all Contractor purchases shall be maintained for a

minimum of three (3) years from the date of termination, the date of submission of the final expenditure report or until litigation and audit findings have been resolved, whichever is later.

- 6.18. Confidential Records. Contractor shall ensure that medical services to, and information contained in medical records of, Eligible Individuals and Members served under this Agreement, and all other recorded information related to the provision of services or other activity under this Agreement required by federal or state law, rule or regulation to be held confidential, is held confidential and where applicable, maintained as privileged communications, and, except as may be otherwise allowed or required by applicable law, shall not divulge any of the same without legally sufficient written consent of either the Eligible Individual or a person responsible for the Eligible Individual.
- 6.19. Debarment or Suspension. Contractor hereby represents and warrants to OCHN that Contractor is in compliance and shall comply with federal regulation 45 CFR Part 76, and that, to the best of its knowledge and belief after good-faith inquiry, neither Contractor, nor any of its permitted subcontractors and delegates, nor any of their respective owners or officers:
- 6.19.1. presently is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 6.19.2. has, within a three-year period preceding the Effective Date of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 6.19.3. presently is indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 6.19.2, above;
 - 6.19.4. had, within a three (3) year period preceding the Effective Date of this Agreement, one (1) or more public transactions (federal, or state) terminated for cause or default.

Contractor's breach of the foregoing representation and warranty shall be deemed a material breach of this Agreement.

- 6.20. Fraud Waste and Abuse. Contractors of OCHN that receive Medicaid payments of \$5,000,000.00 or more must comply with the requirements of section 6032 of the Deficit Reduction Act of 2005, codified at 1902(a) (68) of Title XIX - Social Security Act. Accordingly, if Contractor shall receive Medicaid payments of \$5,000,000.00 or more then, as a condition of receiving payments, Contractor shall ensure Contractor's establishment of written policies applicable to all employees (both direct and Contractors) of Contractor, that provide detailed information about the False Claims

Act (sections 3729 through 3733 of Title 31, United States Code), administrative remedies for false claims and statements established under Chapter 38 of Title 31, United States Code, and the Michigan laws pertaining to civil or criminal penalties for false claims and statements, and whistleblower protections under such laws, with respect to the role of preventing and detecting fraud, waste, and abuse in federal health care programs (as defined in section 1128B(f) of the Act).

- 6.21. OIG Sanction List. Contractor must check both the MDHHS Sanctioned Provider List and the Department of Human Services Sanctioned provider listing (<http://exclusions.oig.hhs.gov>) on a monthly basis to ensure that all Contractor Personnel providers are eligible for participation in both the federal and state Medicaid programs. Federal regulations and state law preclude reimbursement for any services ordered, prescribed, or rendered by a provider who is currently excluded/suspended or terminated from direct and indirect participation in the Michigan Medicaid program or federal Medicare program. In the event that Contractor provides federal payments to an excluded provider, such conduct shall be deemed a material breach of this Agreement and, in addition to all other remedies of OCHN, Contractor shall immediately repay to OCHN one hundred percent (100%) of all payments made to Contractor. Contractor's screening for excluded providers must also include individuals with an ownership or control interest in Contractor's or any Contractor Personnel's organization. For these purposes, "ownership and control interest" is defined as an individual with direct or indirect ownership of five percent (5%) or more, or who is a managing employee who exercises operational or managerial control over the entity, or who directly or indirectly conducts the day-to-day operations of the entity.
- 6.22. Organizational Governance. Contractor Members of the Contractor's governing board shall not be owners, governing board members, or employees of any Subcontractor, with the exception of Eligible Individual peers. Contractor shall inform OCHN immediately of any change in its governance board members. In accordance with 42 CFR Part 455 Subpart B and the Medicaid Managed Specialty Supports and Services Concurrent 1915(b)/(c) Waiver Program(s) Agreement, OCHN must collect specific information on "owners, agents, board of directors and managing employees for all providers within its network". Accordingly, Contractor shall complete the applicable OCHN disclosure and ownership form for OCHN to maintain on file regarding this Agreement and any other agreements for Medicaid services between OCHN and Contractor. Contractor shall update this form within thirty-five (35) days of any change in ownership, and within thirty-five (35) days of any request for such information by OCHN, MDHHS, CMS, or any regulatory agency. Further, Contractor shall provide OCHN with notice of any change in ownership of five percent (5%) or greater within seven (7) days of such change becoming effective. In the event that any change in ownership results in a change in Contractor's majority ownership, OCHN shall have the right, in its sole discretion, to terminate this Agreement.
- 6.23. Contractor must be in compliance with and at all times shall fully comply with the Adult Foster Care Facility Licensing Act (Act 218 of 1979, MCL § 400.701 et seq.) ("AFCFLA") including, without limitation: (i) all licensure and certification requirements, all protection and supervision requirements and all provisions applicable to specialized programs, as defined at MCL § 400.706(5), 400.707(7) and 400.707(5)

as may be amended, respectively; (ii) all requirements pertaining to employment of or contracting with individuals who provide direct services to residents including without limitation those specified in MCL § 400.734b; and (iii) Rules 330.1801 – 330.1809 of the Michigan Administrative Code and all other rules and regulations promulgated pursuant to AFCFLA including, without limitation, those required to obtain and maintain (a) licensure and (b) certification of specialized programs.

Contractor's breach of any of the foregoing representations and warranties shall be deemed a material breach of this Agreement.

7. OFFICE OF RECIPIENT RIGHTS

- 7.1. Contractor and all Contractor Personnel hereby submit to the jurisdiction of OCHN and of all applicable State and Federal agencies, including, but not limited to, MDHHS.
- 7.2. OCHN shall provide Contractor, in a timely manner, a copy of all Recipient Rights Investigation reports, Due Process decisions and MDHHS Decisions & Orders, and results that involve any of Contractor's Personnel and shall permit Contractor a timely opportunity to provide information relevant to an investigation, provided that it is permitted by, and provided in strict accordance with all applicable PPP.
- 7.3. Contractor shall strictly comply with all Recipient Rights provisions of the Code of Federal Regulations, Michigan Mental Health Code and Administrative Rules, all applicable MDHHS policies and all applicable OCHN PPP including, without limitation, those set forth in the MDHHS contract with OCHN and OCHN's PPP pertaining to Recipient Rights.
- 7.4. Contractor shall take all necessary steps to ensure that persons receiving services are protected from rights violations. Contractor shall assure that persons receiving services are notified of and assisted with accessing recipient rights while they are receiving services pursuant to this Agreement. Contractor shall fully cooperate with any OCHN, state or federal agency investigation into any alleged violation or suspected violation of any Eligible Individuals' recipient rights.
- 7.5. Contractor shall ensure that, at all times, OCHN'S Office of Recipient Rights shall have unimpeded access to all of the following:
 - 7.5.1. All programs and services operated and/or furnished pursuant to this Agreement.
 - 7.5.2. All Contractor Personnel.
 - 7.5.3. All evidence necessary to conduct a thorough investigation and fulfill OCHN's monitoring responsibilities.
- 7.6. Contractor shall:
 - 7.6.1. Ensure that OCHN has unimpeded access to each service site listed in Exhibit I updated at least annually or as otherwise determined by OCHN for the purpose of monitoring compliance with requirements of the Michigan Mental Health Code, Administrative Rules, and OCHN's PPP.

- 7.6.2. Ensure that the certified Volunteer Monitors of OCHN'S Office of Recipient Rights have access to each Service Site, Eligible Individuals served by Contractor and all Contractor Personnel according to OCHN's PPP, including the policies of OCHN'S Office of Recipient Rights.
 - 7.6.3. Obtain permission from Eligible Individuals and/or their authorized legal representatives for Contractor and OCHN to access their respective independent home settings.
- 7.7. Contractor shall abide by determinations made by OCHN'S Office of Recipient Rights and by any state or federal agency. Contractor shall follow and complete all corrective action requirements determined or approved by OCHN and/or any applicable state or federal agencies; provided, however, that this provision shall not impact either Party's otherwise applicable legal right, if any, to appeal any such decision or plan.
- 7.8. Contractor shall post all of the following in a conspicuous place at each Service Site.
 - 7.8.1. The MDHHS/Office of Recipient Rights (ORR) Reporting Requirements poster for staff.
 - 7.8.2. The Whistle Blower Act poster developed as a result of the passage of Public Act 469 of 1980, as amended, for staff inspection.
 - 7.8.3. Instructions for persons receiving services and staff on how to contact/access OCHN Office of Recipient Rights staff.
- 7.9. Contractor shall make readily available to Eligible Individuals, their legal representative/guardian (if applicable) and all Contractor Personnel all of the following:
 - 7.9.1. A summary of all recipient rights guaranteed by the Michigan Mental Health Code.
 - 7.9.2. Rights Complaint forms, Your Rights booklets, and the MDHHS Request for Administrative Hearing forms.
 - 7.9.3. The Michigan Mental Health Code, Medicaid Services Administration ("MSA") Manual and Bulletins, and Adult Foster Care ("AFC") Licensing Rules;
 - 7.9.4. All OCHN Recipient Rights policies, including those set forth in the MDHHS/OCHN Contract.
- 7.10. Contractor shall designate an employee as its "Recipient Rights Liaison" who shall be principally responsible for discharging Contractor's duty to inform persons receiving services of their rights, and for ensuring that persons receiving services and their families/guardians have access to OCHN'S Recipient Rights protection system. The name and contact information shall be provided to the OCHN ORR upon request.
- 7.11. No Retaliation. Contractor shall not retaliate in any manner against any Contractor Personnel, independent contractors, OCHN'S Rights & Advocacy staff, Eligible Individual, or any other person for any actions pertaining to the (a) notification, (b)

reporting, (c) filing of required written reports, (d) investigation of, or (e) cooperation in any investigation of alleged or suspected Recipients' Rights violations and/or any or Due Process grievance or appeal.

7.12. Contractor shall:

7.12.1. Ensure that hiring practices include contacting the Office of Recipient Rights for verification of substantiated rights violations for all candidates prior to employment.

7.12.2. Ensure that within thirty (30) days of hire, all Contractor Personnel who will be, or have the potential to be, in contact with a Member or with a Member's records have successfully completed an initial, face-to-face, Recipient Rights training curriculum provided by OCHN's Office of Recipient Rights or provided by a source approved by OCHN's Office of Recipient Rights.

7.12.3. Prior to any Contractor service to any Eligible Individual or Member, all Contractor Personnel employees shall have completed an orientation on definitions of abuse and neglect, training on all Recipient Rights obligations and all mandated Recipient Rights and Due Process reporting requirements as set forth in this Agreement, OCHN's Recipient Rights policies and/or any applicable state statute, rule, or policy.

7.12.4. Document that all Contractor Personnel have received such training and maintain evidence of successful completion including the date the training occurred, and produce same to OCHN upon request;

7.12.5. Ensure that all Contractor Personnel receive an annual update of Recipient Rights training and pass a test that has been approved by OCHN. The dates of completion of such training and test results must be documented in Contractor personnel files or electronic personnel file system and reported to OCHN.

7.13. Contract Non-Compliance. In the event of a breach or non-compliance with this Agreement by Contractor and/or Contractor Personnel, OCHN shall have the right, in its sole and absolute discretion, to take any or all of the following action:

7.13.1. Issuance of a corrective action plan;

7.13.2. Withholding of payment;

7.13.3. Recoupment of monies previously paid to Contractor (upon reasonable proof that the services paid for were not provided);

7.13.4. A reduction in Contractor's compensation under **Attachment A** in an amount equal to the funding for any individual receiving Services from Contractor if Contractor cannot meet the needs of that individual;

7.13.5. A moratorium on referral of Eligible Individuals to Contractor;

7.13.6. Reassignment of Eligible Individuals to other Services providers selected by OCHN;

7.13.7. Termination of Contractor provision of some or all Services it otherwise would provide;

7.13.8. Imposition of monetary sanctions in amounts reasonably related to the frequency and/or severity of the violations; and/or

7.13.9. Termination of this Agreement.

7.14. Sentinel Events. Contractor shall comply with OCHN'S policy, RR.31.1 Sentinel Events and Other Reportable Critical Incidents, which specify actions Contractor must take when an incident is identified as a sentinel event. Contractor must adhere to the reporting timeframes for Root Cause Analysis and Action Plans addressed in the policy.

8. COMPLIANCE, QUALITY IMPROVEMENT, UTILIZATION MANAGEMENT AND RELATED MATTERS

8.1. Corporate Compliance Program. Contractor shall participate in the implementation of OCHN'S corporate compliance program, including, but not limited to, providing information required for completion of compliance audits, reviews, compliance investigations, and remediation. Contractor shall utilize a process for ensuring that only services actually rendered are submitted as claims/encounters for payment. Contractor shall investigate any reported allegations of fraud and abuse related to the purchase of services funded through this Agreement and shall notify the OCHN Compliance Officer within two (2) business days after becoming aware of any such allegation. Contractor shall notify OCHN of the outcome of each such investigation within two (2) business days after completing the investigation and shall notify OCHN of all corrective action taken within two (2) business days after taking the corrective action. Contractor must report any substantiated occurrences of fraud and/or abuse of Medicaid funded services to OCHN on the MDHHS MCO Fraud Referral form. This form is referenced in **Attachment D**.

Contractor must immediately notify the OCHN Corporate Compliance Officer (or designee) if: (a) Contractor identifies any improper conduct or any incident of fraud and/or abuse that results, or could result, in the practitioner's or organization's suspension or termination from participation in state or federal programs; or (b) Contractor receives any external inquiry or request for information from any federal or state agency pertaining to quality of care or treatment of Eligible Individuals. Contractor also must report the incident to the involved individual's or the organization's regulatory/licensing board and must report all criminal offenses to the appropriate law enforcement authorities.

The OCHN Corporate Compliance Officer (or designee) shall advise OCHN'S Corporate Compliance Committee of the incident and report the incident to the MDHHS Office of Inspector General, Health Care Fraud Division – Program Investigations Section as applicable, if required by law.

8.2. Program Integrity. The Contractor must have a program integrity compliance program as defined in 42 CFR 438.608. The program integrity compliance program must include the following:

- 8.2.1. Written policies and procedures that describe how the Contractor will comply with federal and State fraud, waste and abuse standards, and well publicized disciplinary standards for failure to comply.
- 8.2.2. The designation of a compliance officer who reports directly to senior management of the organization with effective lines of communication to the employees.
- 8.2.3. Effective training and education for the compliance officer, senior management, and employees regarding fraud, waste, and abuse.
- 8.2.4. Provisions for internal monitoring and auditing. Audits must include processes to verify that services were billed appropriately. Acceptable audit methodology examples include, but are not limited to:
 - 8.2.4.1. Beneficiary interviews to confirm services rendered.
 - 8.2.4.2. Provider self-audit protocols.
- 8.2.5. Provisions for the Contractor's prompt response to detected offenses and for the development of corrective action plans. "Prompt response" is defined as action taken within two (2) business days of identification of the information regarding a potential compliance problem. Contractor is responsible for submitting the Quarterly Program Integrity Report as noted in **Attachment D** of the Agreement.
- 8.2.6. Dissemination of the contact information (name, email address and/or telephone numbers) for reporting fraud, waste, or abuse to both the Contractor and to OCHN (OCHN Customer Services: 1.800.341.2003). Dissemination of this information must be made to all Contractor employees annually. The Contractor must indicate that reporting of fraud, waste or abuse may be made anonymously.
- 8.3. Credentialing/Privileging. Contractor must satisfy the OCHN credentialing and privileging standards consistent with applicable licensing and scope of practice and the requirements of the Medicaid Provider Manual and OCHN Credentialing Policy QM 2.1 Credentialing & Competency Requirements of Contractual Provider Staff.
- 8.4. Training Reciprocity. Contractor shall accept Contractor Personnel training (including training on state, OCHN, and Contractor requirements) provided by other organizations to meet Contractor's training requirements when that Contractor Personnel training is evaluated and approved according to the State Training Guidelines and successful completion of such training by the Contractor Personnel can be verified. This provision does not preclude or eliminate the need for Contractor's verification of skills through direct supervision and training to remediate skill deficits.
- 8.5. Quality Improvement. Contractor shall maintain positive working relationships within the OCHN provider network and cooperate with quality improvement and assessment activities, including collection of performance measurement data and participation in OCHN's clinical and service measure quality improvement programs, all to best serve the needs of OCHN's Eligible Individuals. Among other things, Contractor shall assist

with satisfaction surveys as prescribed by OCHN and with any optional targeted survey developed by MDHHS and/or OCHN. Contractor shall administer all surveys in accordance with the guidelines established by OCHN.

- 8.6. Quality Improvement Activities. In partnership with OCHN, Contractor shall participate in OCHN workgroups and collaborate as a local partner in OCHN services system initiatives.
- 8.7. Disclosure of Ownership and Control. Contractor shall disclose and shall require Contractor Personnel and Contractor's permitted subcontractors to disclose to OCHN, required information pertaining to individuals with ownership and/or controlling interests in Contractor or the permitted subcontractor, as defined by 42 CFR Sections 455.104 – 106. Contractor also shall identify and report to OCHN: (i) any additional ownership or control interests such individuals have in other entities, and (ii) whether any such individuals have spousal, parent-child, or sibling relationships with each other. Contractor shall report all such information Contractor shall submit such information to OCHN: (i) upon the biennial submission of the Provider Application and (ii) as soon as possible after any change in ownership and/or control in Contractor or the permitted subcontractor, but in no case more than thirty-five (35) days after such change. Per **Attachment D**, Contractor will be required to submit a biennial attestation confirming no changes have occurred from the previous submission of the Ownership and Disclosure form on file with OCHN.
- 8.8. Required Notices. Contractor shall notify OCHN within twenty-four (24) hours after Contractor knows, or should have known, that any owner, partner, or director of Contractor, who has regular direct access to residents or who has on-site facility operational responsibilities, or any Contractor licensee designee, is convicted of one or more of the following:
 - 8.8.1. a felony under the AFCFLA or under chapter XXA of the Michigan penal code, 1931 PA 328, MCL 750.145m to 750.145r, as they now exist or are hereafter amended;
 - 8.8.2. a misdemeanor under the AFCFLA or under chapter XXA of the Michigan penal code, 1931 PA 328, MCL 750.145m to 750.145r, as they now exist or are hereafter amended, within the preceding ten (10) years; or
 - 8.8.3. a misdemeanor involving abuse, neglect, assault, battery, or criminal sexual conduct or involving fraud or theft against a vulnerable adult as that term is defined in section 145m of the Michigan penal code, 1931 PA 328, MCL 750.145m, as they now exist or are hereafter amended, or any state or federal crime that is substantially similar to a misdemeanor described in the AFCFLA, within the preceding ten (10) years.
- 8.9. OCHN Rights for Provider Selection. Per MDHHS contract requirements, OCHN retains the right to approve, suspend or terminate providers from participation in Medicaid funded services.
- 8.10. Provider Manual. The Contractor shall comply with OCHN's Provider Manual for Supports and Services provided through this Agreement. OCHN may provide

notification and amend the Provider Manual from time to time. All such documents shall constitute a part of this Agreement and shall be deemed incorporated herein provided notification of change has been provided.

- 8.11. Quality Management. Contractor shall cooperate with OCHN quality improvement activities including collection and performance measurement data and participation in OCHN's clinical and service measure quality improvement programs. Contractor shall submit the reports specified in **Attachment D** hereto on the due dates specified in **Attachment D**.
- 8.12. Utilization Management. Contractor shall comply with all applicable OCHN PPP and Utilization Management policies and procedures in the performance of Services under this Agreement.
- 8.13. Holder of Record. Notwithstanding the above, for purposes of the Michigan Mental Health Code (e.g., Section 748 of Act 258, Public Acts of 1974, as amended), Contractor recognizes and acknowledges the authority of OCHN as the "holder of the record" for any and all individuals served records maintained by the Contractor. Unless and then only to the extent expressly prohibited to by federal or state law, Contractor agrees that OCHN and its authorized agents shall have complete access to, and at OCHN's option, the right to obtain copies of all such Contractor held personnel, clinical, medical, treatment and finance records.
- 8.14. Emergency Preparedness. Contractor, and its direct service providers, are responsible for designing, implementing, and maintaining an emergency preparedness plan. Contractor shall, within thirty (30) days of execution of this agreement submit to OCHN an emergency preparedness plan which shall include provisions for records protection, continued access services for Members or substitute care, supplies, and a recovery plan including operational procedures that shall allow the contractor to continue functioning in compliance with the executed Agreement in the event of an actual emergency. Contractor's plan shall be subject to OCHN's review and approval and shall align with OCHN's emergency preparedness plan, applicable regulations and MDHHS requirements.

9. CONTRACT MONITORING/PERFORMANCE EVALUATION/PLAN OF CORRECTION

9.1. OCHN responsibilities:

- 9.1.1. OCHN shall assure regular monitoring and reporting on Contractor's performance, as well as actions to assure corrective action, performance improvement and compliance with all stated requirements.
- 9.1.2. OCHN shall complete reviews/audits of Contractor at least annually.
- 9.1.3. OCHN has the right and authority to investigate alleged or suspected compliance violations by Contractor, a permitted subcontractor, Contractor Personnel or any employee, owner, or governing body member of any of them.

- 9.1.4. OCHN shall prepare a report summarizing the findings from reviews/audits and shall forward a copy of the report to Contractor within thirty (30) days after completion of the review/audit.
- 9.1.5. OCHN shall complete follow-up reviews/audits to verify that action plans have been implemented.
- 9.2. Contractor responsibilities:
 - 9.2.1. Contractor agrees to cooperate with OCHN'S PPP in complying with OCHN'S auditing and monitoring responsibilities.
 - 9.2.2. Contractor agrees to produce documents that assist OCHN with the monitoring function.
 - 9.2.3. Contractor shall submit a Plan of Correction to correct any deficiencies noted as a result of any OCHN site review/audit findings within thirty (30) days after receipt of OCHN'S report. Depending on the nature of the issue, OCHN may require that the Plan or Correction be submitted in less than thirty (30) days.
- 9.3. Contract Non-Compliance. In the event of a breach or non-compliance with this Agreement, including any applicable SOW, by Contractor and/or Contractor Personnel, OCHN shall have the right, in addition to any other remedies available to OCHN under this Agreement, in its sole and absolute discretion, to take any or all of the following action:
 - 9.3.1. Issuance of a corrective action plan;
 - 9.3.2. Withholding of payment;
 - 9.3.3. Recoupment of monies previously paid to Contractor (upon reasonable proof that the services paid for were not provided or services were not provided in accordance with applicable rules and regulations);
 - 9.3.4. A reduction in Contractor's compensation under **Attachment A** in an amount equal to the funding for any individual receiving Services from Contractor if Contractor cannot meet the needs of that individual;
 - 9.3.5. A moratorium on referral of Eligible Individuals to Contractor;
 - 9.3.6. Reassignment of Eligible Individuals to other service providers selected by OCHN;
 - 9.3.7. Termination of Contractor's provision of some or all of the Services it otherwise would provide;
 - 9.3.8. Imposition of monetary sanctions in amounts reasonably related to the frequency and/or severity of the violations; and/or

9.3.9. Termination of this Agreement.

10. CONTRACTOR'S INDEMNIFICATION AND INSURANCE

10.1. Indemnification

- 10.1.1. Contractor, for itself and for its Contractor Personnel, subcontractors and delegates, and any of their respective officers, directors, members, managers, employees, agents, affiliates, and subsidiaries (collectively, "Indemnifying Party") shall indemnify and hold OCHN and its officers, directors, employees, agents, affiliates, subsidiaries and attorneys (collectively, "Indemnified Party") harmless from and against any and all claims, demands, actions, causes of action and liabilities of every kind and nature, including but not limited to, Claims for property damage, personal injury or death, or financial loss (collectively, "Claims"), arising or alleged to arise out of or relating, or alleged to relate, in any way, to any act or omission of any Indemnifying Party.
- 10.1.2. The Indemnified Party's indemnification rights under this Agreement are in excess and over and above any valid and collectible insurance policies and rights. If the validity or collectability of Contractor's insurance is disputed by the insurer, Contractor shall indemnify OCHN for all Claims asserted against OCHN and if the insurer prevails, Contractor shall indemnify OCHN for uncollectable sums.
- 10.1.3. Contractor shall have no rights against OCHN for any indemnification (contractual, equitable, by implication or otherwise), contribution, subrogation, and/or any other right, whatsoever, to be reimbursed by OCHN; provided, however, that the foregoing shall not bar any claim for compensation in accordance with **Attachment A**.
- 10.1.4. Contractor waives and releases any and all Claims, including but not limited to any claim for indemnification (contractual, equitable, by implication or otherwise), contribution or subrogation that Contractor now has or may hereafter have against OCHN based upon or arising out of any Claim brought by any Contractor Personnel or by any of Contractor's subcontractors or delegates.

10.2. Contractor Provided Insurance

- 10.2.1. Neither Contractor, nor any of Contractor's permitted subcontractors or delegates, shall commence work under this Agreement until Contractor and each subcontractor and delegate have obtained the insurance required under this Section 10, and each of them shall keep such insurance in force during the entire life of this Agreement. All coverage shall be with insurance companies licensed and admitted doing business in the State of Michigan and acceptable to OCHN. Anything herein to the contrary notwithstanding, the specified insurance requirements in no way limit the liability of Contractor. All deductibles and self-insured retention amounts are the responsibility solely of

Contractor. Contractor shall procure and shall maintain in full force and effect at all times during the term of this Agreement, including any and all renewal terms, the following insurance coverage:

- 10.2.2. Workers' Compensation Insurance, including \$500,000 Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- 10.2.3. General Commercial Liability Insurance, on an "Occurrence Basis" with limits of liability not less than \$1,000,000, per occurrence and \$3,000,000 in annual aggregate including, at least, the following coverages: (a) industry standard broad form property damage and general liability coverages, (b) Premises/Operations, (c) Libel and Slander, (d) Independent Contractors, (e) Products and Completed Operations, (f) Broad form Contractual, and (g) Personal Injury with contractual exclusion deleted.
- 10.2.4. Automobile Liability, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired and leased vehicles.
- 10.2.5. Additional Insured. Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be Additional Insureds (and not mere certificate holders): OCHN, including all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming OCHN as additional insured, coverage afforded is considered to be primary and any other insurance OCHN may have in effect shall be considered secondary and/or excess.
- 10.2.6. Cancellation Notice. Worker's Compensation Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance, as described above, shall be endorsed to state the following: "It is understood and agreed 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: Oakland Community Health Network, 5505 Corporate Drive, Troy, MI 48098-2614, Attention: Chief Executive Officer with a copy to Chief Legal Officer.
- 10.2.7. Professional Liability Insurance. Contractor shall procure and maintain during the life of this Agreement, Professional Liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in annual aggregate. If such policy is claims made form, then Contractor shall be required to keep the policy in force, or purchase "tail" coverage with the same per-claim and aggregate limits of liability, for a minimum of three (3) years after the expiration or termination of this Agreement.

- 10.2.8. Privacy and Security Liability (Cyber Liability) Insurance. Contractor shall have their policy cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
- 10.2.9. Proof of Insurance Coverage. Contractor shall provide OCHN a Certificate of Insurance as well as the required endorsements both at the time this Agreement is returned by Contractor for execution and annually at least thirty (30) days in advance of any renewal term. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.
- 10.2.10. Expiration. If any of the above coverages expire during the term of this Agreement (including any renewal term), Contractor shall deliver renewal certificates, endorsements, and/or policies to OCHN at least ten (10) days prior to the expiration date.
- 10.2.11. Cancellation Notice. Workers' Compensation Insurance, Commercial General Liability Insurance, Professional Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that following: "Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal and/or Limits Reductions shall be sent to: Oakland Community Health Network, 5505 Corporate Drive, Troy, Michigan 48098". In addition to any notice provided by any insurer, Contractor shall notify OCHN within one (1) business day of the cancellation, non-renewal and/or limits reductions of any insurance required by this Section 10.
- 10.2.12. Notice of Claim. Contractor shall notify OCHN within one (1) business day of Contractor's receipt or knowledge of any material claim asserted against any insured or covered person under, and covered by, any of the insurance policies set forth above.

11. DELEGATION

- 11.1. OCHN hereby delegates to Contractor only those functions, if any, listed on **Attachment C** that are specified as having been shared with and/or delegated to Contractor by OCHN (collectively, the "Delegated Functions") to the extent required by law or by any other contract to which OCHN is a party. Contractor shall perform the Delegated Functions in compliance with the terms of this Agreement, including **Attachment C**, OCHN's PPP and all applicable statutes, regulations, and contracts. OCHN shall monitor the performance of the Delegated Functions and associated reporting requirements on a regular and ongoing basis. OCHN and Contractor shall ensure that Contractor and its downstream and related entities perform all Delegated Functions and associated reporting requirements in compliance with the terms of this

Agreement, including **Attachment C**, OCHN's PPP and all applicable statutes, regulations, and contracts.

11.2. Anything in this Agreement or in any OCHN PPP to the contrary notwithstanding:

11.2.1. OCHN reserves the right, in its sole and absolute discretion, with or without cause and within ninety (90) days' prior written notice to Contractor to revoke, in whole or in part, any or all Delegated Functions and such decision shall be final and binding; and

11.2.2. OCHN reserves the right, in its sole and absolute discretion, with or without cause and with fourteen (14) days' prior written notice to Contractor to impose other remedies and/or corrective actions if OCHN determines that Contractor and/or its downstream or related entities have not satisfactorily performed any Delegated Functions and/or associated reporting requirements. As used in this Agreement and its attachments, "downstream entities" are those furnishing services on behalf of Contractor pursuant to employment or contractual relationships with Contractor, i.e., from perspective of OCHN, they are below Contractor down the contracting stream.

11.3. The Parties acknowledge that (i) the obligations and duties of OCHN and Contractor, including the provision of Services and any related managed-care administrative services that OCHN delegates to Contractor, and (ii) the Delegated Functions, all are subject to regulation by applicable federal and state authorities. If any such federal and state authorities impose or assess any fines, penalties, fees, or analogous amounts against OCHN and/or Contractor (collectively "Fines"), or if any claims, demands, costs, or judgments are made or imposed against OCHN and/or Contractor for any losses, damages, or liabilities asserted by any federal or state authority or any other third party (collectively, "Third-Party Liabilities"), the Parties' respective responsibilities and liabilities for such Fines and Third-Party Liabilities shall be determined as follows:

11.3.1. As between OCHN and Contractor, Contractor shall have sole and non-transferable responsibility and liability for any Fines and Third-Party Liabilities that are caused by, or arise out of, the actions or failure to act by Contractor or any of Contractor's Contractor Personnel, subcontractors and/or delegates, or of any of their respective officers, directors, members, managers, employees, agents, affiliates, and subsidiaries (collectively, "Contractor Entities"), and OCHN shall have no responsibility or liability for same.

11.3.2. Nothing in this Agreement, including without limitation this Section 11, shall be construed or operate as a waiver of OCHN's right to assert a right to, or claim of, any governmental immunity that may have been provided to OCHN and/or any of OCHN's officers, directors, employees, agents, affiliates, subsidiaries, or attorneys (collectively, "OCHN Entities") by statute, court decision or otherwise

12. DISPUTE RESOLUTION

12.1. Except as expressly provided otherwise in this Agreement:

12.1.1. Contractor shall comply with OCHN'S dispute resolution PPP, am amended from time to time, including CM 6.1 Provider Dispute Resolution; and

12.1.2. All disputes regarding performance, performance management or breach of this Agreement by either party shall be resolved in accordance with CM 6.1.

12.2. The provisions of Section 12.1 above to the contrary notwithstanding, upon receipt of pertinent information, OCHN may impose corrective action as the result of a material breach of the Agreement by Contractor without utilizing the compliance review process specified in CM 6.1.

12.3. Anything in this Agreement or in any PPP to the contrary notwithstanding, OCHN reserves the right, at all times, to take any and all actions necessary to protect the health and safety of its Eligible Individuals including, but not limited to, the imposition of administrative, financial and/or contractual sanctions, deemed reasonable by OCHN in the exercise of good faith, including but not limited to termination of this Agreement or reduction of the type, nature of volume of Services to be furnished by Contractor.

13. TERMINATION

13.1. At any time during the term of this Agreement, OCHN may, with sixty (60) days prior written notice to Contractor, terminate this Agreement (or any part thereof) including any renewal or extension term, for any reason or no reason, including but not limited to convenience, without incurring obligation or penalty of any kind. The effective date of the termination shall be the sixtieth (60th) day after the date of such notice or such later date specified in the written notice. The foregoing notwithstanding, if OCHN reasonably believes that termination of this Agreement is necessary to protect the health and safety of its Eligible Individual, OCHN may terminate this Agreement, without incurring obligation or penalty of any kind, effective immediately upon written notice to Contractor. OCHN shall provide written notification to Eligible Individuals served by the Contractor of contract termination for purposes of ensuring continuity and coordination of care.

13.2. At any time during the term of this Agreement, the Contractor may, with sixty (60) days' notice, terminate this Agreement including any renewal or extension term for any reason or no reason. The effective date of the termination shall be the sixtieth (60th) day after the date of such notice or such later date specified in the written notice. Upon notice of termination, Contractor shall receive no new referrals from OCHN. Upon receipt of notification from the provider, Contractor shall receive no new referrals from OCHN. OCHN shall provide written notification to Eligible Individuals served by the Contractor of contract termination for purposes of ensuring continuity and coordination of care.

- 13.3. OCHN's sole obligation in the event of the expiration or termination of this Agreement for any reason is payment for actual services rendered by Contractor before the effective date of the expiration or termination. Under no circumstances shall OCHN be liable for any loss of income, profits, any incidental or consequential damages, or any loss of business opportunities, revenues, or any other economic benefit Contractor may have realized but for the termination and/or expiration of this Agreement, nor for any expenses incurred by Contractor in the performance or preparation for performance of this Agreement, including but not limited to staff, equipment, software, license fees, etc. In no event shall OCHN be obligated to pay Contractor any cancellation or termination fee if this Agreement is terminated in accordance with the terms of this Agreement.
- 13.4. If Contractor gives OCHN written notice of an alleged material breach of this Agreement and OCHN fails to remedy, or to commence good-faith efforts to remedy, such breach within sixty (60) days after receipt of written notice of the breach, then Contractor, by new written notice to OCHN, may terminate this Agreement effective immediately upon OCHN's receipt of such new notice or on such later date as is specified in that new notice.
- 13.5. The Parties may terminate this Agreement by written agreement stating their mutual intent to terminate and signed by duly authorized representatives of both Parties.
- 13.6. Anything in this Agreement to the contrary notwithstanding, upon the occurrence of any of the following either Party may terminate this Agreement effective immediately upon written notice to the other Party:
- 13.6.1. The other Party fails to maintain all licenses, certifications, permits, certificates of authority or registrations required by law.
 - 13.6.2. The other Party is excluded, suspended, or terminated from any federal program or any state or federal health care program.
 - 13.6.3. The other Party, or any owner or officer of such Party, 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.
 - 13.6.4. The other Party is required to terminate this Agreement pursuant to the directive of an applicable state or federal regulatory agency.
 - 13.6.5. The other Party files a certificate of dissolution with a local or state agency.
 - 13.6.6. Any liability insurance required by this Agreement to be maintained by the Contractor 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.
 - 13.6.7. The other Party:

- 13.6.7.1. 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;
- 13.6.7.2. 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;
- 13.6.7.3. 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
- 13.6.7.4. Has a receiver or trustee appointed by a court of competent jurisdiction to manage its assets, and such receiver or trustee has not been discharged within forty-five (45) days after appointment.
- 13.6.8. Upon OCHN's reasonable determination that Contractor's continued management and delivery of Covered Services could result in harm to Eligible Individuals including, but not limited to, disruption or interruption of Covered Services.
- 13.6.9. Change in control of Contractor to an entity not acceptable to OCHN; or
- 13.6.10. failure of Contractor to complete and update OCHN required forms and documents including, Disclosure of Ownership and Control Interest Form.

Provided that, in each case, Contractor shall be required to continue to furnish Services to Eligible Individuals and Members to the minimum extent required by law or by order of any court of competent jurisdiction.

- 13.7. Transition Plan. If this Agreement expires or is terminated by either party for any reason, then duly authorized representatives of OCHN and Contractor shall meet at least twenty-eight (28) days prior to expiration this Agreement or within seven (7) days after notice of its termination is given and shall diligently develop and execute an agreed-upon written transition plan ("Transition Plan") within not more than fourteen (14) days after their initial meeting.
 - 13.7.1. The Transition Plan shall specify each party's additional transition responsibilities, including but not limited to transfer of possession of relevant clinical documents and billing information for each Eligible Individual and of all medications and personal property of Eligible Individuals, with the agreed-upon dates of completion of each. Thereafter, if either party reasonably believes a scheduled completion date cannot be met that party shall notify the other party in writing promptly upon developing such belief and, in any event, prior to the scheduled completion date.
 - 13.7.2. The Transition Plan shall specify all then-known financial obligations of OCHN and Contractor the process(es) and timeframe(s) for all final cost settlements.

- 13.7.3. Anything in this Agreement or the Transition Plan to the contrary notwithstanding, during the initial ninety-one (91) days after expiration or termination of this Agreement for any reason, Contractor shall continue to provide medically necessary Services to each Eligible Individual it served immediately prior to the expiration or termination until responsibility for the Eligible Individual's Services is transferred to another provider with OCHN's prior approval. Medically necessary Services furnished by Contractor during such period, shall be compensated by OCHN in accordance with the terms of this Agreement. Contractor shall provide written notification of contract termination to Eligible Individuals at least thirty (30) calendar days prior to the effective date of contract termination.
- 13.7.4. Anything in this Agreement or the Transition Plan to the contrary notwithstanding, in the event of the expiration or termination of this Agreement for any reason, under no circumstances shall OCHN be liable for any loss of income, profits, any incidental or consequential damages, or any loss of business opportunities, revenues, or any other economic benefit Contractor may have realized but for the termination and/or expiration of this Agreement, nor for any expenses incurred by Contractor in the performance or preparation for performance of this Agreement, including but not limited to staff, equipment, Contractor Personnel, software, license fees, etc.. In no event shall OCHN be obligated to pay Contractor any cancellation or termination fee if this Agreement is terminated in accordance with the terms of this Agreement.
- 13.8. OCHN Immediate Termination, Reduction, or Suspension. Any of the following events shall result in the immediate termination, reduction or suspension of this Agreement or any applicable SOW by OCHN, upon notice to Contractor, at OCHN's sole discretion at any time:
- 13.8.1. The loss or limitation of Contractor's liability insurance;
- 13.8.2. A reasonable determination by OCHN that Contractor's continued management and delivery of the services could result in harm to Eligible Individuals including, but not limited to, disruption or interruption of Services;
- 13.8.3. The debarment or suspension of Contractor from participation in any governmental sponsored program, including, but not limited to Medicare or Medicaid;
- 13.8.4. OCHN shall have the right to terminate the Contract in whole or in part, or require the replacement of a Contractor executive, if the Contractor or Contractor executive is indicted or convicted of a criminal offense in a state or federal court: (i) Related to the delivery of an item or service; (ii) Related to the neglect or abuse of Members in connection with the delivery of an item or service; (iii) Consisting of a felony related to fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct, or

(iv) Resulting in a penalty or fine in the amount of \$500,000 or more in a state or federal administrative proceeding. In the case of an indictment, OCHN may, require the replacement of the Contractor executive.

13.8.5. Change of control of Contractor to an entity not acceptable to OCHN; or

13.8.6. Disapproval of the Contractor by CMS or any other governmental entity, to the extent such approval is required in connection with the funding for services delivered hereunder. Contractor shall provide immediate notice to OCHN, upon Contractor's actual knowledge of any of the aforesaid events.

13.8.7. The failure of Contractor to complete OCHN required documents/forms, reports, including the required data reports, Disclosure of Control and Interest Form, or Conflict of Interest Form.

13.9. OCHN reserves the right, in its sole discretion, to make changes, including reductions, holds (temporary or permanent), or eliminations to funding, scope of services, allowed program services, delegated responsibilities, targeted population, or any other program or program component that, in the sole discretion of OCHN, will better align either the Services performed by Contractor, or OCHN's current or future performance objectives as a whole. Notification of such changes shall be in writing from OCHN, and such reductions shall take effect upon the date stated in the written notification.

14. AGREEMENT REMEDIES

14.1. Available Remedies. At OCHN's sole discretion, it may, in addition to or as an alternative to pursuing its termination rights in accordance with Section 13, or available remedies under this Agreement, impose any one or more of the sanctions described below for Contractor's default under this Agreement. If monetary sanctions are imposed, OCHN may reduce the amount of any payments otherwise due to the Contractor by the amount of the monetary sanction.

14.2. Informal Remedies. OCHN may respond to Contractor's potential or actual contract breach by taking any one or more of the following actions:

14.2.1. Sending informal notices to Subcontractors and Eligible Individuals;

14.2.2. Conducting telephone and mail inquiries;

14.2.3. Requesting Contractor to respond in writing to identified problems;

14.2.4. Referring OCHN or other program staff on site to Contractor's office for further investigation;

14.2.5. Sending warning letters to the Contractor;

14.2.6. Requiring corrective action:

- 14.2.7. Referral moratorium;
 - 14.2.8. The withholding of payment;
 - 14.2.9. Monetary sanctions in amounts reasonably related to the severity of the violations; or
 - 14.2.10. Termination of Agreement.
- 14.3. Suspension of Choice Availability. OCHN may suspend Contractor's availability as an option for Eligible Individuals under this Agreement. OCHN shall give Contractor prior written notice of intent to suspend such choice availability. Contractor shall be given an opportunity to cure the default during the notice period if OCHN determines, in its sole discretion, that a cure is possible. The suspension of choice availability may be for any duration up to the termination or expiration date of the Agreement. OCHN shall impose a duration of suspension based upon the type and severity of the default and the Contractor's ability to cure the default.
- 14.4. Removal of Eligible Individuals. Contractor agrees that OCHN may unilaterally remove Eligible Individuals from the Contractor's care with only verbal notice if OCHN, in its sole discretion, determines that an Eligible Individual's health or safety is in imminent jeopardy, and upon written notice to the Contractor, if OCHN reasonably determines that such removal is in the person's best interest.
- 14.5. Failure to Provide Necessary Services. If OCHN determines that Contractor failed to provide a necessary service to an Eligible Individual, OCHN shall, in its sole discretion, for each failure, order Contractor to provide the Service and/or impose money damages from the payment due and owing to Contractor based on calculations from **Attachment A or applicable Rate Sheet** and impose continued money damages based upon continued non-compliance. Additionally, failure to provide a necessary service under this Agreement may be considered a material breach of this Agreement.
- 14.6. Data Reporting Penalties. OCHN may assess liquidated damages against Contractor for its failure to submit complete, accurate and properly formatted data, information or reports by the due date required in this Agreement, SOW, Attachment, PPP or as otherwise required by OCHN. Such failures may result in OCHN withholding a portion of Contractor's payment due, up to five percent (5%) per day that such information is deemed late, until such late documentation is received. Documentation and reports or data will continue to be deemed late and the withhold will continue to accrue if the information or data submitted is not accurate, is incomplete, or does not identify or respond to OCHN's request.

15. MISCELLANEOUS

- 15.1. Non-exclusivity. This Agreement is not exclusive, and nothing contained within shall be construed to restrict the right of either party to enter into other similar contracts or to contract with any other party.

15.2. Entire Agreement. This Agreement consists of and incorporates by reference, this written Agreement, including appendices, attachments and any related SOW; OCHN's MDHHS Contracts; Michigan Mental Health Code and Administrative Rules; Michigan Public Health Code and Administrative Rules; MDHHS Appropriations Act in effect during the term of this Agreement; Medicaid Policy Manuals and subsequent publications; all applicable federal and state statutes, rules and regulations, all final MDHHS guidelines and technical requirements and OCHN PPP and OCHN Utilization Manual. Additionally, if the selection of the Contractor was determined by a procurement process, the following documents are incorporated by reference into this Agreement: (a) written materials provided to or by the Contractor as part of its procurement or credentialing application, interview, or questioning process, and (b) all applicable OCHN, state and federal forms or applications pertaining to the Services provided under this Agreement, including, but not limited to the Request for Proposal ("RFP") and Contractor's RFP Response. This constitutes the entire agreement of the Parties. This Agreement incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, OCHN will make their full text available. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and understandings, oral and written, relating to the subject matter hereof.

15.3. Amendments. Except as otherwise provided elsewhere in this Agreement, no modification or amendment of this Agreement shall be valid unless executed by authorized representatives of both Parties. Amendments, when executed by both Parties, shall constitute a part of this Agreement for all purposes, whether or not physically attached to this Agreement. An amendment to any provision of this Agreement that is required by Law or an Applicable Regulatory and that requires approval by the Applicable Regulatory Agency shall not be effective unless and until the amendment is approved by the Applicable Regulatory Agency. The foregoing notwithstanding, on its own initiative or upon request of Contractor, from time to time, OCHN may issue an explanation or clarification of contract provisions.

15.4. Notice:

15.4.1. Any notice by either Party of the breach or termination of this Agreement shall be given in writing and shall be hand-delivered or sent by U.S. Certified Mail, Return Receipt Requested postage prepaid or by nationally-recognized courier (e.g., Federal Express, UPS, DHL, etc.) via next-business day service, to the party at the address set forth below or to such other address(es) for which notice is given in accordance with this section and effective as herein provided:

If to OCHN:

Oakland Community Health Network
Attention: Director of Provider Network Team
5505 Corporate Drive
Troy, MI 48098

and
Oakland Community Health Network
Attention: Chief Legal Officer
5505 Corporate Drive
Troy, MI 48098

If to Contractor:

To the address specified for notice on the Signature Page of this Agreement.

- 15.4.2. Any notice contemplated by this Agreement other than those described in subsection 15.4.1 above, shall be in writing and may be given in any of the manners specified in subsection 15.4.1 above or by any other manner including, without limitation, U.S. first-class mail or Priority Mail postage prepaid or fax. The foregoing notwithstanding, Contractor notice to the OCHN Provider Network Team can be given by electronic mail (“email”) but shall not be valid unless an email response from the intended recipient is received by Contractor.
- 15.4.3. The date upon which any notice shall be deemed received by its intended recipient and which shall constitute the start of any prior written notice period required by this Agreement shall be the earlier of: (a) the date upon which it is actually received; (b) the date upon which receipt of the notice is acknowledged in writing; (c) if mailed, the third (3rd) business day after the date upon which the notice was deposited in the US Mail postage prepaid; or (d) if sent via nationally-recognized courier, the first business day after the business day upon which it was delivered to the courier.
- 15.5. Severability. If any term, clause, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, conditions and provisions hereof, or the application of such term, condition or provision to persons or circumstances other than those as to which it was held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby; and this Agreement shall be construed in all respects as if such invalid, void or unenforceable terms, conditions or provisions were omitted.
- 15.6. Assignment. Neither this Agreement nor any right or obligation hereunder can be assigned, delegated or subcontracted by Contractor without the prior written consent of OCHN. The foregoing provision does not preclude Contractor from using fully independent Contractor Personnel, provided they are fully credentialed by OCHN or by Contractor, if OCHN has delegated credentialing to Contractor.
- 15.7. Subcontract/Delegation. Contractor must obtain from OCHN prior written approval of both the proposed subcontractor or delegate and the specific subcontract or delegation document proposed by Contractor before subcontracting or delegating any of the Services Contractor has herein agreed to provide or any of the obligations of Contractor under this Agreement. Each such subcontract and delegation agreement shall obligate

the subcontractor or delegate to perform its duties in full compliance with the terms of this Agreement and to abide by the terms of this Agreement.

15.7.1. In the event any such Contractor subcontract or delegation is approved, then:

15.7.1.1. OCHN's rights and obligations under this Agreement shall not be diminished in any manner;

15.7.1.2. Contractor shall remain liable to OCHN for all of Contractor's original obligations under this Agreement, for all work performed by the subcontractor or delegate, and for all subcontracted or delegated work not fully and properly performed by any subcontractor or delegate, and OCHN may financially recover its resulting damages from Contractor, the subcontractor or delegate or both;

15.7.1.3. Should the subcontractor or delegate fail to fully and properly perform the services it was contracted to perform, OCHN may deem such failure a breach for purposes of Section 12 of this Agreement, and Contractor shall promptly perform those services itself or shall, at Contractor's sole cost and expense, promptly procure another OCHN-approved individual or entity to perform them, and any additional costs resulting from the original subcontractor's or delegate's failure to fully and properly perform shall be the sole responsibility of Contractor; and

15.7.1.4. any billing or other request for payment submitted by any subcontractor or delegate shall be supported by an OCHN-approved subcontract or delegation agreement and adequate source documentation of costs and services furnished and such documentation and a copy of the applicable subcontract or delegation agreement shall be provided to OCHN upon request.

15.8. Noncompetition. The Parties agree that the Contractor, directly or indirectly, itself or through or in connection with any employee, partner, representative, Subcontractor or other entity, is prohibited, throughout the term of this Agreement, from competing with OCHN on any State of Michigan bid for public mental health services covering the same populations as this Agreement for which OCHN may elect to submit a bid without OCHN's written approval from the OCHN Executive Director or an authorized designee. The Parties agree that the nature, scope, and duration of the noncompetition provisions set forth herein are expressly represented and agreed to be fair, reasonable, and necessary. If, however, any court determines that the foregoing restrictions are not reasonable, the restrictions shall be modified, rewritten, or interpreted to include as much of their nature and scope as shall render them enforceable. In the event of the Contractor's breach of any provision of this Section 15.8, the Parties agree that monetary damages shall be inadequate to compensate OCHN and that OCHN shall be entitled, in accordance with law but without the posting of a bond, to an injunction restraining the Service Provider from the action constituting the breach.

- 15.9. Governing Law. This agreement shall be governed by and enforced in accordance with the laws of the State of Michigan.
- 15.10. No Third-Party Beneficiaries. Except as expressly provided herein for the benefit of the Parties, and the limited third party beneficiary rights granted to Members hereunder, this Agreement does not, and is not intended to create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (i.e., contractually, legally, equitably, or by implication) and/or any right to be subrogated to any Party's rights in this Agreement, and/or any other right of any kind, in favor of any person, including, but not limited to any persons served or their legal representative, any organization, any alleged unnamed beneficiary or assignee, or any other Members.
- 15.11. Grant Compliance. If any part of this Agreement is supported or paid for with any state or federal funds granted to OCHN, OCHN shall notify the Contractor of all grant requirements applicable to the Contractor, and Contractor shall fully comply with all applicable grant requirements.
- 15.12. Waiver. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach. To be effective, all waivers must be in writing and signed by the Party to be charged. Notwithstanding foregoing or anything to the contrary in this Agreement nothing in this Agreement or its Attachments and SOWs shall be construed as a waiver of governmental immunity.
- 15.13. Survival. Sections 1, 2, 3, 4, 5, 6, 7, 10, 11, 12, 13, 14, 15, and the Business Associate Agreement shall survive termination of this Agreement.

16. Incorporated Attachments

The following attachments are attached hereto and incorporated herein by reference as material terms of this Agreement:

- Attachment A – Compensation
- Attachment B – Contracted Services – Statement of Work
- Attachment C – Delegated Functions
- Attachment D – Provider Reporting Grid
- Attachment E – Select Applicable Policies, Procedures and Protocols
- Attachment F – Conflict of Interest Disclosure
- Attachment G – Business Associate Agreement
- Exhibit I – List of Service Sites

In the event and to the extent of any conflict between the terms of any Attachment and those of this Agreement proper, the terms of this Agreement proper shall supersede, govern, and control.

Signatures appear on next page. The remainder of this page is blank.

OAKLAND COMMUNITY HEALTH NETWORK
Direct Service Provider Contract Signature Page

The undersigned, duly authorized representatives on behalf of OCHN and the Contractor, hereby execute this Agreement and by doing so legally obligate and bind OCHN and the Contractor to the terms and conditions of the Agreement.

For Oakland Community Health Network:

BY: _____ DATE: _____
Anya Eliassen
Chief Financial Officer

BY: _____ DATE: _____
Callana Ollie
Chief Legal Officer

For Contractor:

BY: _____ DATE: _____
«Signor»
«Title»

Federal Tax ID Number: _____

Address for Notice: _____

ATTACHMENT A
Specialized Residential and CLS Service Provider
Compensation

Term: October 1, 2022 – September 30, 2023

1. Compensation.

1.1. **Rate Schedule.** OCHN shall compensate Contractor at the applicable OCHN published authorized Rate (“Rate Schedule”) for each Service Code authorized and actually furnished as specified in Attachment B and in accordance with specific requirements in OCHN's Utilization Manual. Contractor shall be compensated at the rates identified on OCHN's Rate Schedule in place for the date on which the services were provided to the Eligible Individual/Member. The Rate Schedule is available on OCHN's extranet at www.oaklandchn.org. If you are having trouble accessing the Rate Schedule and need a copy sent to your organization, please contact OCHN's Provider Network Department.

1.2. **Claims Appeal or Request for Adjustment.** Once claims are paid by OCHN to the Contractor for services authorized and provided, the Contractor will have no more than 45 days to request a reconsideration of claims. Contractor may not bring legal action on claims which have not been appealed through OCHN's appeal mechanisms.

1.3. **Authorization for Services.** It is the Contractor's responsibility to maintain a current authorization. Failure to do so may result in a denial of claims submitted for services that are not paid on the fee schedule and require an alternative billing method for Members i.e., self-directed services, enhanced support placements & other unique situations in which OCHN may provide a rate sheet under separate cover.

2. **Use of '16' Indirect Time Adjustment Modifier for CLS services provided for 16 units or less per day:** The '16' modifier is added to a claim by CLS providers when CLS services are provided to an individual for 16 units or less in a day and when the staff who provided the service is providing services in multiple locations in the same day. The intention of the modifier is to offset increased indirect costs incurred in these circumstances. Examples of increased indirect costs include: staff travel time to multiple service locations; increased administrative time coordinating staff schedules to serve individuals in multiple locations; and increased staff time spent completing documentation for services provided in multiple locations.

3. **Enhanced Staffing Exceptions for CLS services provided in an unlicensed setting (H2015 - 15-minute unit):** Requests for Enhanced Staffing Exceptions (e.g., enhanced 1:1 supports or 2:1 staffing ratio) are made by individuals' Supports Coordinators/Case Managers in accordance with OCHN's Specialized Residential and Community Living Services Exception Approval Process found in OCHN's Utilization Management Manual. OCHN's Utilization Management Team reviews and approves/denies these requests. When a request is approved, rates are negotiated with CLS provider by OCHN's Provider Network Team. If approved, exceptions will be granted and re-assessed periodically (eg. 30 days). The 'EX' modifier is used to denote enhanced staffing exceptions.

4. **Direct Care Wage Pass-Through:** Beginning 10/1/2020, all Specialized Residential (H2016/T1020) and Community Living Supports (H2015/T2027) rates include Direct Care Wage Pass-Through.

5. **Profit Cap.** Anything herein to the contrary notwithstanding, Contractor's maximum Profit under this Agreement shall be capped at two percent (2.0%) and Rate Payments to Contractor shall be subject to a cost settlement process described in this Attachment A. For purposes of this Agreement, Contractor's "Profit" is defined as Contractor's total Rate Payments from OCHN for Services under this Agreement ("Total Rate Payments"), excluding any Performance-Based Payments from OCHN (as defined in Attachment A), minus Contractor's total costs for providing Services under this Agreement ("Total Costs"), with such Total Costs determined by OCHN based upon reports and audits submitted by Contractor pursuant to Section 3 Financial Obligations, Contractor Compensation, Audits and Reporting - of this Agreement and Attachment D to this Agreement. OCHN's decisions regarding Contractor's total Rate Payments from OCHN for Services under this Agreement, Contractor's total costs for providing Services under this Agreement, and Contractor's Profit shall be final and binding on all parties. OCHN shall complete the cost settlement and Profit determination process and issue a written settlement report to Contractor within sixty (60) days after OCHN's receipt of both Contractor's final annual financial status report (FSR) and Contractor's certified independent audited financial statements and complete auditor's report for the contract year in question. If Contractor's Total Rate Payments for the year in question exceed Contractor's Total Costs for the year in question by more than two percent (2.0%), then Contractor shall return the excess over two percent (2.0%) to OCHN within thirty (30) days after receipt of OCHN's written settlement report. If Contractor's Total Case Rate Payments for the year in question are less than or equal to one-hundred two percent (102%) of Contractor's Total Costs for the year in question, then neither OCHN, nor Contractor shall be required to make any payment to the other for that year
6. **Incentive for Supporting Individuals Upon Discharge from State Facility:** (Incentives earned become payable after final review and approval of OCHN) Oakland Community Health Network (OCHN) will pay up to \$1500 in incentives to Specialized Residential Service (SRS) Providers for each individual they serve who is discharged from a State Facility (Caro, Walter Reuther Psychiatric Hospital, Kalamazoo Psychiatric Hospital, or Hawthorn Center). The incentive monies will be distributed to SRS Providers as follows:
- \$250 paid upon successfully supporting individual upon discharge from State Facility during transition back to community as evidenced by completion of one overnight stay in provider's home.
 - \$500 paid upon successfully supporting individual in community for 30 days to mitigate behaviors that would necessitate readmission to psychiatric hospital/emergency department and/or police contact.
 - \$750 paid upon successfully supporting individual in community for 60 days to mitigate behaviors that would necessitate readmission to psychiatric hospital/emergency department and/or police contact.
7. **Incentive for Supporting Individuals who are on Waiting List for State Facility:** (Incentives earned become payable after final review and approval of OCHN). Oakland Community Health Network (OCHN) will pay up to \$3000 in incentives to Specialized Residential Service (SRS) Providers for each individual they serve who is currently in a community hospital and on a waiting list for admission to a State Facility (Caro, Walter

Reuther Psychiatric Hospital, Kalamazoo Psychiatric Hospital, or Hawthorn Center). The incentive monies will be distributed to SRS Providers as follows:

- \$500 paid upon successfully supporting individual upon discharge from community hospital during transition back to community as evidenced by completion of one overnight stay in provider's home.
- \$750 paid upon successfully supporting individual in community for 30 days to mitigate behaviors that would necessitate readmission to psychiatric hospital/emergency department and/or police contact.
- \$750 paid upon successfully supporting individual in community for 60 days to mitigate behaviors that would necessitate readmission to psychiatric hospital/emergency department and/or police contact.
- \$1000 paid upon successfully supporting individual in community for 90 days to mitigate behaviors that would necessitate readmission to psychiatric hospital/emergency department and/or police contact.

8. Alternative Compensation Methodology.

8.1. Anything in this Agreement, including this Attachment A, to the contrary notwithstanding, upon the occurrence of any event or circumstance deemed by OCHN, in its sole and absolute discretion, sufficiently extraordinary to justify financial accommodation, OCHN may, but shall not be obligated to, implement the Alternative Compensation Methodology ("ACM") described below, effective immediately upon written notice to Contractor of such implementation. The period during which the ACM shall apply ("ACM Period") shall end on the earlier of the date upon which this Contract expires or terminates in accordance with its terms, or the date determined by OCHN's Chief Financial Officer and specified in a written notice to Contractor. Except as expressly specified otherwise below, the compensation paid to Contractor in accordance with the ACM shall be in lieu of all compensation otherwise payable under this Contract, and OCHN's payment thereof shall fully satisfy all of OCHN's compensation obligations under this Contract.

8.2. Claims and Payments. Any and all Service Model funding, Incentives payments, and the 2% profit cap determination process otherwise required by this Attachment A are suspended during the ACM Period. Contractor shall continue to submit all claims, encounters, and revised Financial Status Reports ("FSR"s) in accordance with the associated instructions and the requirements set forth in this Contract. OCHN will continue to adjudicate and pay claims/encounters at the current Case Rates and Contracted rates published on the applicable OCHN Rate Sheet.

8.2.1. After receipt of the Contractor's monthly FSR, if OCHN determines that Contractor's actually incurred allowable costs (including only those proportional to Contractor's OCHN business) for the calendar month to which the FSR applies ("Monthly Allowable Costs") exceeded the total adjudicated claim/encounter payments made by OCHN in that same calendar month, then, within sixty (60) calendar days after receipt of the FSR, OCHN shall pay to Contractor the amount by which those Monthly Allowable Costs exceed the total adjudicated claim/encounter

payments made by OCHN for that same calendar month. If Contractor's Monthly Allowable Costs were less than the total adjudicated claim/encounter payments made by OCHN for that same calendar month, the excess shall be addressed in the ACM Cost Settlement described below.

- 8.2.2. Pursuant to the Medicaid Provider Manual and Section 3 of this Agreement, Contractor is required to pursue other financial resources available during the ACM Period, including but not limited to, local, state and federal relief programs. Contractor shall give OCHN written notice of all such alternative financial resources it receives and shall make documentation thereof available for review by OCHN and/or MDHHS upon request.

8.3. Impact of ACM on Cost Settlement.

- 8.3.1. For any Contract year in which an ACM Period occurs and for which a standard annual cost settlement is required by this Attachment A, the cost settlement for the ACM Period ("ACM Cost Settlement") shall be conducted at the same time as, but separately from, the annual cost settlement for the balance of the contract year. No Profit shall be permitted during the ACM Period or the ACM Cost Settlement.
- 8.3.2. Costs incurred by the Contractor and payments received by the Contractor shall be reconciled separately for the ACM Period and for the balance of the contract year, and the result of the ACM Cost Settlement (the "ACM Cost Settlement Result") shall be netted against the result of the reconciliation of costs incurred and payments received during the portion of the contract year that was not included in the ACM Period ("Non-ACM Cost Settlement Result"). Any resulting net amount owed by either party shall be paid in full within thirty (30) days after Contractor's receipt of the Annual Cost Settlement Report. Example: Assume an ACM Period of October 1 through December 31.
- 8.3.3. 1. For the ACM Cost Settlement, OCHN shall reconcile the total of all Monthly Allowable Costs incurred and reported by Contractor during the ACM Period ("ACM Period Costs") with the total of all payments, of all types including, but not limited to, any Retainer Payments, made by OCHN to Contractor during the ACM Period ("ACM Period Payments"), to determine the ACM Cost Settlement Result.
- 8.3.4. OCHN then shall reconcile the total of all Monthly Allowable Costs incurred and reported by Contractor during the portion of the contract year that was not included in the ACM Period, i.e., January 1 through September 30, with the total of all payments, of all types, including but not limited to adjudicated claim/encounter payments, made by OCHN to Contractor during that same January 1 through September 30 period, to determine the Non-ACM Cost Settlement Result.
- 8.3.5. The ACM Cost Settlement Result shall be netted against the Non-ACM Cost Settlement Result, and any resulting net amount owed by either party shall be paid in full within thirty (30) days after Contractor's receipt of the Annual Cost Settlement Report reflecting all of the above calculations. E.g., If the ACM Cost Settlement

Result was that Contractor was overpaid by \$100, and the Non-ACM Cost Settlement Result was that Contractor was underpaid by \$500, the \$100 overpayment would be netted against the \$500 underpayment, and OCHN would pay the Contractor the net of \$400 within (30) days after Contractors of receipt of the Annual Cost Settlement Report.

- 8.4. **Alternative Cost Methodology Opt-Out.** If, and only if, OCHN (including OCHN core provider agencies' contracts for Oakland County Individuals) provides not more than twenty-five percent (25%) of Contractor's total annual business revenue, and OCHN gives Contractor written notice of the implementation of the ACM, then Contractor shall have the ability to request to opt-out of the ACM and to remain under the standard compensation methodology specified in this Attachment A. To do so, Contractor must: (a) within ten (10) business days after its receipt of the notice of implementation of the ACM, give OCHN formal written notice of its request to opt out of the ACM; and (b) comply with all opt-out request procedures specified in OCHN's Provider Manual, including but not limited to timely production of all documents and information specified in the Provider Manual in the format(s) and within the timeframes specified therein. Contractor's failure to timely do either shall conclusively render Contractor subject to the ACM. OCHN shall have the sole and absolute discretion to grant or deny any opt-out request, and its decision on the request shall be final and binding.

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ATTACHMENT B
Specialized Residential and CLS Service Provider
STATEMENT OF WORK
Contracted Services
Term: October 1, 2022 – September 30, 2023

This Specialized Residential and CLS Services Statement of Work (“SOW”) is made and entered into pursuant and subject to the terms and conditions of the Direct Service Provider (“DSP”) Agreement with an effective date of October 1, 2022, as may be amended (“Agreement”) by and between «**Contractor**» (“Contractor”) and Oakland Community Health Network (hereinafter “OCHN”). In the event of a conflict or inconsistency between the terms of this SOW and the Agreement, the terms of the Agreement shall control. Capitalized terms not otherwise defined herein shall have the meaning prescribed in the Agreement.

1. Term and Termination:

This Specialized Residential and CLS Services SOW shall be effective as of **October 1, 2022**, and shall expire **September 30, 2023**, unless earlier terminated in accordance with the terms of the Agreement. This SOW may only be renewed upon written notice to Contractor from OCHN and shall not be subject to any automatic Renewal Term under the DSP Agreement. In the event OCHN terminates this SOW, OCHN shall have no other liability to the Contractor and the Contractor shall not be entitled to any additional compensation or remuneration in connection with such termination of this SOW except as set forth in the Agreement.

2. Scope of Services

The Contractor shall provide the services listed below (“Services”), represented by the specified codes in accordance with the terms of this Agreement. Refer to MDHHS Medicaid Provider Manual, incorporated by reference, for full-service description and requirements.

At all times, Contractor shall utilize the then-current version of the state’s PIHP/CMHSP Encounter Reporting HCPCS and Revenue Code and the Michigan PIHP/CMHSP Provider Qualifications Per Medicaid Services & HCPCS/CPT Code documents for service definitions, credentialing, and codes.

SERVICES	CODE		COVERAGE
Community Living Supports	H2015	Comprehensive Community Support Services per 15 min.	All populations
Community Living Supports	H2016	Comprehensive Community Support Services per day in specialized residential settings or for children with SED in a foster	All populations

SERVICES	CODE		COVERAGE
		care setting that is not a CCI or children with IDD in either foster care or CCI.	
Community Living Supports	T2027	Overnight Health and Safety Services for covered populations living in community-based settings (not ICF/IID, CCI, nursing facility, or licensed group home) who require overnight supervision to ensure and maintain health and safety per 15 min. Maximum of 48 units in a 24 hour period.	Habilitation Supports Waiver, Children's Waiver, and Serious Emotional Disturbance Waiver enrollees only, use HB modifier for adults
Personal Care in Licensed Specialized Residential Setting	T1020	Personal care services provided in AFC certified as Specialized Residential	Specialized residential settings only; adults with serious mental illness and persons with intellectual/developmental disabilities
General Fund Assistance (non-Medicaid, not an entitlement)	XX200	Temporary General Fund Support for Room and Board Payments	Eligible individuals enrolled in OCHN services in need of assistance with room and board payments to an OCHN vendor while awaiting entitlements from the Social Security Administration (SSA). Subject to General Fund Request Approval Process. Funding is time-limited and expected to be reimbursed to OCHN once entitlements are awarded by SSA

3. Compensation

Contractor shall be compensated for properly authorized medically necessary services performed by Contractor in accordance with the terms of the Agreement and applicable OCHN policies and standards. Contractor shall be compensated at the rates outlined in the applicable Rate Schedule published by OCHN and Attachment A of the Direct Service Provider Agreement.

4. Additional Requirements

- 4.1. Contractor shall cooperate with OCHN in the provision of Services, including attending meeting with identified stakeholders, and providing reports as requested and in accordance with OCHN requirements.
- 4.2. Contractor must provide program/services management and designate a single point of contact for the term of the SOW.
- 4.3. Contractor shall comply with and perform the services in accordance with the guidelines and requirements set forth in the Agreement and this SOW, the Medicaid Provider Manual, applicable then-current OCHN policies, MDHHS guidelines, CMS Guidelines, and other applicable laws and regulations.
- 4.4. Contractor, its personnel, and facilities must be qualified and appropriately licensed or certified, as applicable, if required by law.
- 4.5. Contractor shall provide sufficient resources who are properly trained to perform the services, and shall perform the services, including any task necessary and inherent to provide the services in accordance within the applicable guidelines and standards as required by OCHN. Contractor shall not subcontract any of the services provided hereunder without OCHN's prior written approval.
- 4.6. Contractor agrees to adhere to and comply with all the terms and conditions of the Agreement in the performance of Services under this SOW.
- 4.7. To the extent applicable, Contractor will use the tracking mechanism that may be provided by OCHN for tracking Contractor's compliance with the OCHN-identified performance metrics.
- 4.8. This SOW, together with the Agreement, the Attachments, MDHHS Contracts, OCHN PPP, bulletins and procedures, and any other agreement that references any of the above, constitutes the entire understanding among the parties concerning the subject matter of this SOW and shall supersede all prior agreements, oral or written, between the parties concerning the same subject matter.

Signature page follows. The remainder of this page is blank.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed by their duly authorized representatives.

For Oakland Community Health Network:

BY: _____ DATE: _____
Anya Eliassen
Chief Financial Officer

BY: _____ DATE: _____
Callana Ollie
Chief Legal Officer

For Contractor:

BY: _____ DATE: _____
«Signor»
«Title»

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ATTACHMENT C
Specialized Residential and CLS Service Provider
Delegated Functions
October 1, 2022 – September 30, 2023

Subject to the provisions of Section 11 of this Agreement, including but not limited to those pertaining to revocation, in whole or in part, of Delegated Functions. OCHN does hereby share with and/or delegate to Contractor the functions specified in Sections 1 – 6 of this **Attachment C** (each a “Delegated Function” and collectively, the “Delegated Functions”). Contractor shall (i) be accountable to OCHN for the performance of the Delegated Functions, and (ii) shall report to OCHN on such performance, all in compliance with the terms of this Agreement, including but not limited to this **Attachment C**, OCHN’s PPP and all applicable statutes, regulations, and contracts.

1. Customer Services

- 1.1. Individual Involvement and Empowerment: Contractor shall have a policy regarding Eligible Individual involvement and a process which documents the involvement of Eligible Individuals, families, advocacy groups in the Contractor’s agency and network of direct service providers. Contractor shall expand, improve, and demonstrate stakeholder involvement in all aspects of the organization and ensure that the organization fosters and demonstrates the spirit of empowerment of individuals. Contractor shall work in cooperation with OCHN on efforts regarding Eligible Individual empowerment initiatives and implement measures to improve and advance those initiatives.
- 1.2. Grievance: Contractor shall maintain an informal grievance resolution process for Eligible Individuals and their families and representatives. Contractor shall implement policies, procedures, and processes to document the number and nature of grievances and complaints received by Contractor. Contractor shall establish an internal process for recognizing and reporting “themes and trends” within its organization and its network of direct service providers and shall take action to prevent and resolve grievances and complaints.

2. Due Process

Contractor shall assure that persons receiving services are notified of and assisted with accessing grievance and appeal rights while they are receiving services under this Agreement.

3. Provider Network Management

3.1. Training Reciprocity

-

Contractor shall support reciprocity of training effort and shall accept reciprocity in training in accordance with Section V.AA. of this Agreement (“Training Reciprocity”) and shall monitor implementation.

3.2. Credentialing, Privileging and Primary Source Verification for Staff; Background Checks and Qualifications of Non-Professional Staff

3.2.1. Contractor shall ensure that Contractor Personnel do not include any excluded providers. Contractor shall ensure that all of its contracts with independent contractors and other Contractor Personnel include this same requirement for all Contractor Personnel. If Contractor makes a payment to an excluded provider comprised entirely or partially with federal funds, Contractor shall be solely responsible for repayment to OCHN of such payment.

3.2.2. Contractor shall utilize a credentialing process to validate the qualifications of all Contractor Personnel and shall do so in compliance with all requirements set forth in OCHN policy, QM 2.1 (Credentialing and Competency Requirements for Contractual Provider Staff). Contractor implements a Credentialing Systems Control process which complies with all the elements in OCHN Credentialing System Controls policy. Contractor has policies that align with the OCHN Credentialing Systems Controls policy.

3.2.3. Contractor shall conduct background checks as required by the AFCFLA.

3.3. Provider Contract Management.

Contractor is responsible for:

3.3.1. Monitoring Contractor Personnel for compliance with all aspects of this Agreement and of their contracts with Contractor, conducting provider performance evaluations and implementing plans of correction to correct any deficiencies including those associated with Contractor's Administrative Responsibilities described in Section V of this Agreement.

3.3.2. Managing the comprehensive review process as part of contract renewals with its provider network.

3.3.3. Providing information on all direct and indirect contracts for its provider network to OCHN upon request.

3.3.4. Taking action to correct poor quality provider services and imposing appropriate sanctions on its providers reasonably related to the severity of the violations.

3.4. Quality Management.

3.4.1. Contractor shall cooperate with OCHN quality improvement activities including participation in OCHN's clinical and service measure quality improvement programs.

3.4.2. Contractor shall monitor its service provision to ensure compliance by Contractor, Contractor Personnel, and all of Contractor's subcontractors with all federal, state and OCHN requirements.

3.4.3. Contractor's contracts with all downstream providers in its network shall require

that all such providers cooperate with and participate in OCHN's and Contractor's quality improvement activities and programs.

- 3.4.4. Contractor shall complete all Home and Community Based Services (HCBS) compliance requirements, which may include surveys, corrective action plans, and site visits.

4. Financial Management – Provider Network:

- 4.1. Contractor shall require each of its Contractor Personnel, including subcontractors, having total public mental health revenues and/or expenses incurred for the fiscal year end that were \$300,000 and above, to obtain an annual independent financial audit. The audit report must clearly indicate the financial position and operating results of the Contractor and also must include the Certified Public Accountants (CPA's) opinion. If a Management Letter is also issued by the certified public accountant this letter must be provided to OCHN along with the financial statement audit. The complete CPA's opinion and the CPA Management Letter must be provided to OCHN within fifteen (15) days after Contractor's receipt and not more than one hundred five (105) days after Contractor's fiscal year end. If Contractor is required under Uniform Guidance (2 CFR 200) to obtain a single audit that covers services related to OCHN, then the single audit must also be submitted to OCHN within the same such time frames.

5. Financial Management – Service and Eligible Individual Cost Analysis:

- 5.1. Cost Utilization. Contractor shall at all times maintain cost reporting integrity, implement utilization management and utilize obtained information to increase the efficient and effective use of funds.
- 5.2. Cost of Care Notification. After receipt of OCHN guidance, Contractor shall provide individuals with the estimated annual cost of care for each service they will be receiving.

6. Recipient Rights:

- 6.1. Contractor shall require and ensure that its staff including Contractor Personnel who are, or will have the potential of being, in contact with an Eligible Individual or an Eligible Individual's records comply with the requirements of Section 7. and shall monitor its implementation. Unless and until directed otherwise by OCHN, Contractor shall ensure all recipient rights training is recorded in ODIN or provided as specified in **Attachment D**.
- 6.2. Contractor shall complete and review all Incident Report forms completed by its staff including contracted staff to monitor compliance with Eligible Individual's rights and shall ensure that all Incident Reports are submitted to OCHN's Recipients Rights Office within the time frame specified on the incident report form and in the Incident Report and as otherwise required by OCHN's PPP.

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ATTACHMENT D
Residential and CLS Services Provider
Provider Reporting Grid
October 1, 2022 – September 30, 2023

#	Reporting Requirement	Reporting Frequency and Submission Details	Certification
Financial and General Administrative			
1.	Financial Status Reports (FSR) (include Fiscal-Year-End Projections) and other FSR templates provided by OCHN will be due 4 times throughout the fiscal year. *Provider who are on the Alternative Compensation Methodology will submit monthly FSRs.	See Provider Manual for Report Guidance, Submission Instructions. • October-January (Due February 20th) • October-May (Due June 20th) • Preliminary FSR (Due October 31st) • Final FSR (Due November 15th) *OCHN may request additional FSR reports, if necessary, throughout the year	Y- each report
2.	Semiannual Financial Statements	See Provider Manual for Report guidance, submission instructions. This report to include Balance Sheet, Revenue and Expense Report and Cash Flow Statement and due 60 days following the end of the period unless another date is agreed to in writing • 1st submission due May 31st • 2nd submission due December 1st	Y - each report
3.	Annual Independent Certified Audit	105 days after the end of the Contractor Fiscal Year See Provider Manual for Report Guidance and Submission Instructions	N
4.	Solvency-Change in financial situation material to continuing operation	Report to Provider Network Team Manager by phone or other means immediately not to exceed 24 hours	N
General Administrative			
5.	Insurance Certificate	Provide copy of proof of insurance to contracts@oaklandchn.org .	N
6.	Material Insurance Claims	Report by phone or email to OCHN Chief Legal Officer within 24 hours but no more than 3 business days.	N

#	Reporting Requirement	Reporting Frequency and Submission Details	Certification
Quality Management / Corporate Compliance			
7.	Satisfaction Questionnaire	Due date to be determined on the basis of MDHHS requirements. Reporting instructions issued separately when published by MDHHS	N
8.	Accreditation and Licensure/Certification	Provide copy of accreditation document, review of the Accrediting Agency and correction action plan if required. See Provider Manual for report guidance and submission instructions.	N
9.	Biennial Attestation of Ownership and Control Disclosure.	To be submitted biennially upon execution of contract agreement See Provider Manual for Attestation Form	N
10.	Program Integrity Report	Reporting template to be submitted quarterly. See Provider Manual for specific report guidance and submission instructions.	N
Recipient Rights			
11.	Service Site Update	Submit changes in service site locations directly to Provider Network Team	N
12.	New Hire & Training Update	Due on the 20 th of the month following the end of each quarter. See Provider Manual for guidance and submission instructions.	N
13.	Sentinel Events—Root Cause Analysis and Action Plans	Each Occurrence as notified through ODIN	N
14.	Incident Reports	Each Occurrence at time of occurrence	N
Service Network			
15.	Initiation of Litigation	Written notice to Provider Network Team Director by phone or other OCHN approved means within 24 hours not to exceed 3 business days.	N
16.	Notice of a relocation of a person's placement due to licensing issues.	Written report or by other OCHN approved means to Provider Network Team Director immediately not to exceed 24 hours.	N
17.	Notice of an occurrence that requires relocation of the provider's service site for more than 24 hours.	Written notice or report to OCHN Provider Network Team Director immediately not to exceed 24 hours.	N

#	Reporting Requirement	Reporting Frequency and Submission Details	Certification
18.	Inquiries or requests for information from external agencies pertaining to quality of care or treatment	Written notice or report to Provider Network Team Director by phone or other OCHN approved means within 24 hours not to exceed 3 business days.	N
19.	Circumstances Interfering with Performance	Written notice or report to Provider Network Team Director by phone or other OCHN approved means within 24 hours not to exceed 3 business days.	N
Corporate Compliance and Related			
20.	(A) Notice of conviction of provider staff for any offense related to performance of their job duties; (B) Notice of criminal conviction of an individual with ownership or control	Report to Provider Network Team Manager and OCHN Corporate Compliance Officer by phone or other means within immediately not to exceed 24 hours	N
21.	(A) Reported allegation of fraud or abuse related to purchase of services funded through this contract; investigative outcome and corrective action taken (B) Annual Report – Fraud and Abuse	A) Report at occurrence to Provider Network Team Manager and OCHN Corporate Compliance by phone or electronically immediately not to exceed 24 hours See Provider Manual for Report Guidance and Submission Instructions	N
22.	Known improper conduct that may result in organizational provider, individual practitioner suspension or termination from OCHN provider network due to noncompliance with federal regulations or state law	Report by phone or other means to Provider Network Team Manager and OCHN Corporate Compliance Officer within immediately not to exceed 24 hours	N
23.	Conflict of Interest	By October 1st of each contract year, and within thirty (30) days of any changes, contractor will submit an attestation to disclose any conflicts. The completed attestation must be uploaded to Attachment D Smartsheet. The Conflict of Attestation form and instructions are available in the Provider Manual.	N
Information Technology			

#	Reporting Requirement	Reporting Frequency and Submission Details	Certification
24.	Security Breach of Secure Data and Information System	Immediately report to OCHN Helpdesk @ help@oaklandchn.org	N

Attachment E
Residential and CLS Services Provider
Select Applicable Policies, Procedures and Protocols
October 1, 2022 – September 30, 2023

OCHN Protocol (included in the OCHN Utilization Management Manual)

OCHN Service Model (included in the OCHN Utilization Management Manual)

Administrative – General:

AG 1.1 Policy and Practice Protocol Development

Clinical Services:

CL 8.1 Case Management and Supports Coordination
CL 11.1 Research and Clinical Trial Policy
CL 14.1 Plan of Supports and Services for Individuals and Families
CL 14.1 Appendix A PCP Flow Chart
CL 17.1 Self Determination Policy
CL 18.1 Advanced Directives Policy
CL 19.1 Co-occurring Disorders Policy
CL 24.1 Peer Review
CL 24.1 Attachment A MPAS v Dazzo
CL 26.1 Trauma Informed Services

Contract Management:

CM 1.1 Provider Performance Monitoring
CM 3.1 Adhere to the Jail & Detention Diversion Policy CM 3.1 Policy
CM 6.1 Provider Dispute Resolution
CM 8.1 Monitoring of Contracted Residential sites

Corporate Compliance:

CC 1.1 Corporate Compliance Policy

Individual Involvement:

CI 3.1 Individual & Community Involvement

Customer Services:

CS 5.1 Limited English Proficiency
CS 6.1 Cultural Competence
CS 7.1 Supported Decision Making

Due Process:

DP 1.1 Due Process Policy and Attachments

Fiscal Services:

- FS 1.1 Accounting Standards
- FS 3.1 Financial Statement Preparation and Review
- FS 16.1 Individual Fund Compliance Review

Human Resources:

- HR 3.1 Code of Ethics Policy

Information Management:

- IM 60.1 ODIN Change Management

Medical Services:

- MS 2.1 Primary Health Care Coordination
- MS 3.1 Psychotropic Medication Policy

Practice Guidelines:

- PG 1.1 Process for Developing, Adopting and Disseminating Practice Guidelines

Procurement Policies:

- PP 3.1 Procurement Policy for Supports and Services

Quality Management Policies:

- QM 2.1 Credentialing Policy
- QM 3.1 Specialized Residential Staff Training Policy
- QM 4.1 Minimum Necessary Policy
- QM 5.1 Medical Record Maintenance Policy
- QM 6.1 HIPAA/HITECH Privacy Data Compliance and Breach Notification Policy
- QM 8.1 Workforce and Provider Background Checks

Recipient Rights:

- RR 2.1 Monitoring and Assessments
- RR 5.1 Complaint Process
- RR 6.1 Confidentiality Disclosure
- RR 8.1 Qualifications Training for Employees
- RR 8.1 Attachment A – Qualifications Tracking form Training
- RR 9.1 Recipient Abuse of Neglect
- RR 10.1 Resident's Property Funds
- RR 11.1 Rights of recipients in community residential setting
- RR 12.1 Rights System
- RR 13.1 Seclusion
- RR 14.1 Services Suited to Condition
- RR 15.1 Exchange of Confidential Information
- RR 17.1 Fingerprinting, Photographs, etc.
- RR 18.1 Freedom of Movement
- RR 19.1 Treatment by Spiritual Means
- RR 20.1 Dignity and Respect

RR 21.1	Recipient Rights to Printed Materials
RR 23.1	Recipient Labor
RR 24.1	Least Restrictive Treatment
RR 25.1	Informed Consent
RR 26.1	Mortality Review
RR 26.1	Attachment A – Mortality Report Form
RR 27.1	Communication Telephone Visiting and Mail
RR 28.1	Change in Treatment
RR 29.1	Comprehensive Exams
RR 30.1	Incident Reports
RR 31.1	Sentinel Events Policy
RR 32.1	Behavior Treatment Plan Review Committee Policy
RR 32.1	Behavior Treatment Plan Review Committee Attachment A
RR 32.1	Behavioral Treatment Plan Review Committee Attachment B
RR 33.1	Restraint
RR 35.1	Recipient Rights New Hire Training Certification
RR 36.1	Protection from Harassment and Retaliation for Recipient Rights Activities

Risk Management – Health & Safety:

RM 1.1	Emergency Response Guide
RM 3.1	Aggressive Intruder

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ATTACHMENT F
Residential and CLS Services Provider
Conflict of Interest Disclosure
October 1, 2022

1. I am a fully authorized officer or agent of «Contractor» (“Contractor”).
2. On behalf of Contractor, I hereby represent and warrant to Oakland Community Health Network (“OCHN”) that, as of the date of this Conflict of Interest Disclosure form:
 - A. neither Contractor, nor any principal, representative, agent or employee of Contractor, nor anyone having a direct or indirect ownership interest, whether beneficial or equity, or any combination thereof) of five-percent (5%) or more interest in Contractor, nor anyone acting on behalf of or legally capable of acting on behalf of Contractor (collectively, “Contractor Group”) engages in activities which are incompatible or in conflict with the discharge of Contractor’s duties and responsibilities under this Agreement;
 - B. no member of Contractor Group participated in the selection, award or administration of this Agreement;
 - C. no member of Contractor Group is using or privy to any insider information which would tend to give, or create the appearance of giving, an unfair advantage to Contractor; and
 - D. except as specified below, no member of Contractor Group currently is an employee of OCHN or any OCHN Network Provider:

3. On behalf of Contractor, I hereby represent and warrant to OCHN that I will immediately notify OCHN in writing if any of any facts or circumstances render any of the above representations and warranties false or less than fully accurate.

Signature: _____

Printed Name: «Signor»

Title: «Title»

Date: _____

ATTACHMENT G BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”), is entered into by and between **Vendor** (the “Business Associate” also referred to as “Contractor”) and the Oakland Community Health Network (OCHN, also referred to as Covered Entity) with an address at 5505 Corporate Dr., Troy, MI 48098 (each a “Party” and collectively the “Parties”).

The Parties currently have a contract or agreement dated October 1, 2022 under which the Business Associate regularly uses and/or discloses Protected Health Information (PHI). Business Associate shall maintain the security and confidentiality of such PHI as required of Covered Entity by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated thereunder. This Agreement sets forth the terms and conditions pursuant to which Protected Health Information that is provided by, or created or received by, the Business Associate from or on behalf of the Covered Entity, will be handled between the Business Associate, its subcontractors and the Covered Entity during the term of their Agreement and after its termination. The Parties agrees as follows:

1. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 1.1. Use of PHI. Business Associate may disclose PHI for purposes authorized by this agreement only to its employees, subcontractors and agents, in accordance with Section 2.1.5, as directed by the Covered Entity or as otherwise permitted by the terms of this Agreement. Business Associate may use PHI for purposes of managing its internal business processes related to its functions as specified in its contract or agreement with OCHN.
- 1.2. Disclosure of PHI. Disclosure to third parties. Business Associate shall not disclose PHI to any other person (other than members of Business Associate’s workforce), except as permitted by applicable laws and regulations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Business Associate shall not disclose PHI to any member of its workforce unless Business Associate has trained workforce member on the privacy and confidentiality requirements under HIPAA including the role and responsibilities as a Business Associate of the Contractor. Business Associate shall take appropriate disciplinary action against any member of its workforce who uses or discloses PHI in violation of this agreement.

Business Associate acknowledges that in receiving, storing, processing, or otherwise dealing with any patient records from Covered Entity, it is fully bound by the regulations in 42 C.F.R. Part 2, and, if necessary, will resist in judicial proceedings any efforts to obtain access to patient identifying information related to substance use disorder diagnosis, treatment, or referral for treatment except as permitted by 42 C.F.R. Part 2.

2. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PROTECTED HEALTH INFORMATION

- 2.1. Responsibilities of the Business Associate. With regard to its use and/or disclosure of Protected Health Information, the Business Associate hereby agrees to do the following:
 - 2.1.1. Use and/or disclose the Protected Health Information only as permitted or required by this Agreement or as otherwise required by law.
 - 2.1.2. Maintain a record of all disclosures of PHI made otherwise than permitted by this agreement, including the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. Business Associate shall make such record available to Covered Entity upon request.
 - 2.1.3. Establish procedures for mitigating, to the greatest extent possible, any deleterious effects from any improper use and/or disclosure of Protected Health Information that the Business Associate reports to the Covered Entity.
 - 2.1.4. Use commercially reasonable efforts to maintain the security of the Protected Health Information and to prevent unauthorized use and/or disclosure of such Protected Health Information.
 - 2.1.5. Require all of its subcontractors and agents that receive or use, or have access to, Protected Health Information under this Agreement to agree, in writing, to adhere to the same restrictions and conditions on the use and/or disclosure of Protected Health Information that apply to the Business Associate under this Agreement.
 - 2.1.6. Make available all records, books, agreements, policies, and procedures relating to the use and/or disclosure of Protected Health Information to the Secretary of HHS for purposes of determining the Covered Entity's compliance with the Privacy Regulation, subject to attorney-client and other applicable legal privileges.
 - 2.1.7. Upon prior written request, make available during normal business hours at Business Associate's offices all records, books, agreements, policies, and procedures relating to the use and/or disclosure of Protected Health Information to the Covered Entity for purposes of enabling the Covered Entity to determine the Business Associate's compliance with the terms of this Agreement.
 - 2.1.8. Respond to requests from individuals served for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
 - 2.1.9. Disclose to its subcontractors, agents or other third parties, and request from the Covered Entity, only the minimum Protected Health Information necessary to perform or fulfill a specific function required or permitted hereunder.

- 2.1.10. Assure that all persons served by the Business Associate in the course of performing the duties of this contract are provided with a copy of the organization's Notice of Privacy Practices. An acknowledgment of the individual's receipt of this document must be maintained in the individual's record.
- 2.2. Responsibilities of the Covered Entity. With regard to the use and/or disclosure of Protected Health Information by the Business Associate, the Covered Entity hereby agrees:
 - 2.2.1. to inform the Business Associate of any changes in the form of notice of privacy practices (the "Notice") that the Covered Entity has made available to provider for individuals pursuant to 45 C.F.R. §164.520, and provide the Business Associate a copy of the Notice currently in use.
 - 2.2.2. to notify the Business Associate, in writing and in a timely manner, of any arrangements permitted or required of the Covered Entity under 45 C.F.R. part 160 and 164 that may impact in any manner the use and/or disclosure of Protected Health Information by the Business Associate under this Agreement, including, but not limited to, restrictions on use and/or disclosure of Protected Health Information as provided for in 45 C.F.R. § 164.522 agreed to by the Covered Entity.
 - 2.2.3. that Business Associate may make any use and/or disclosure of Protected Health Information permitted under 45 C.F.R. § 164.512 except as prohibited by state law.

3. ADDITIONAL RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PROTECTED HEALTH INFORMATION

- 3.1. Responsibilities of the Business Associate with Respect to Handling of Designated Record Set. The Business Associate hereby agrees to do the following:
 - 3.1.1. at the request of, and in the time and manner designated by OCHN, provide access to the Protected Health Information to OCHN or the individual to whom such Protected Health Information relates, or his or her authorized representative, in order to meet a request by such individual under 45 C.F.R. § 164.524.
- 3.2. Responsibilities of OCHN with Respect to the Handling of the Designated Record Set. Protected Health Information constitutes a Designated Record Set. Therefore, OCHN hereby agrees to do the following:
 - 3.2.1. direct any individual requesting access or requesting an amendment to PHI to the appropriate contractor pursuant to 45 C.F.R. § 164.524.

4. SECURITY OBLIGATIONS

- 4.1. Sections 164.308, 164.310, 164.312 and 164.316 of title 45, Code of Federal Regulations, apply to the Business Associate in the same manner that such sections apply to the Covered Entity. The Business Associate's obligations include but are not limited to the following:
 - 4.1.1. Implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that the Business Associate creates, receives, maintains, or transmits on behalf of the covered entity as required by HIPAA;
 - 4.1.2. Ensuring that any agent, including a subcontractor, to whom the Business Associate provides such information agrees to implement reasonable and appropriate safeguards to protect the data; and
 - 4.1.3. Reporting to the Covered Entity any security incident of which it becomes aware.

5. PRIVACY OBLIGATIONS

- 5.1. To comply with the privacy obligations imposed by HIPAA, Business Associate agrees to:
 - 5.1.1. Not use or further disclose information other than as permitted or required by the Covered Entity or as required by law;
 - 5.1.2. Abide by any Individual's request to restrict the disclosure of Protected Health Information consistent with the requirements of Section 13405(a) of the HITECH Act;
 - 5.1.3. Use appropriate safeguards to prevent use or disclosure of the information other than as provided for by the contract agreement;
 - 5.1.4. Report to the Covered Entity any use or disclosure of the information not provided for by the contract agreement of which the Business Associate becomes aware;
 - 5.1.5. Ensure that any agents, including a subcontractor, to whom the Business Associate provides Protected Health Information received from the Covered Entity or created or received by the Business Associate on behalf of the Agency agrees to the same restrictions and conditions that apply to the Business Associate with respect to such information;
 - 5.1.6. Make available to the Covered Entity within ten (10) days, Protected Health Information to comply with an Individual's right of access to their Protected Health Information in compliance with 45 C.F.R. § 164.524 and Section 13405(f) of the HITECH Act;
 - 5.1.7. Make available to the Covered Entity within fifteen (15) days Protected Health Information for amendment and incorporate any amendments to Protected Health Information in accordance with 45 C.F.R. § 164.526;

- 5.1.8. Make available to the Covered Entity within fifteen (15) days the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528 and Section 13405(c) of the HITECH Act;
- 5.1.9. Make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from the Covered Entity or created or received by the Business Associate on behalf of the Covered Entity, available to the Secretary for purposes of determining the Covered Entity's compliance with HIPAA;
- 5.1.10. To the extent practicable, mitigate any harmful effects that are known to the Business Associate of a use or disclosure of Protected Health Information or a Breach of Unsecured Protected Health Information in violation of the contract agreement;
- 5.1.11. Use and disclose an Individual's Protected Health Information only if such use or disclosure is in compliance with requirements of 45 C.F.R. § 164.504(e);
- 5.1.12. Refrain from exchanging any Protected Health Information with any entity of which the Business Associate knows of a pattern of activity or practice that constitutes a material breach or violation of HIPAA or this Addendum;
- 5.1.13. To comply with Section 13405(b) of the HITECH Act when using, disclosing, or requesting Protected Health Information in relation to the contract agreement by limiting disclosures as required by HIPAA;
- 5.1.14. Refrain from marketing activities that would violate HIPAA, specifically Section 13406 of the HITECH Act.

6. PERMISSIVE USES

- 6.1. The Business Associate may use or disclose Protected Health Information that is disclosed to it by the Agency under the following circumstances:
 - 6.1.1. Business Associate may use the information for its own management and administration and to carry out the legal responsibilities of the Business Associate.
 - 6.1.2. Business Associate may disclose the information for its own management and administration and to carry the legal responsibilities of the Business Associate if the disclosure is required by law.

7. BREACH NOTIFICATION

7.1. In the event that the Business Associate discovers a Breach of Unsecured Protected Health Information, the Business Associate agrees to take the following measures within 2 business days after the Business Associate first becomes aware of the incident:

7.1.1. To notify the Covered Entity of any incident involving the acquisition, access, use or disclosure of Unsecured Protected Health Information in a manner not permitted under 45 C.F.R. part E. Such notice by the Business Associate shall be provided without unreasonable delay, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of clarity for this provision, Business Associate must notify the Covered Entity of any such incident within the above timeframe even if Business Associate has not conclusively determined within that time that the incident constitutes a Breach as defined by HIPAA. For purposes of this Agreement, the Business Associate is deemed to have become aware of the Breach as of the first day on which such Breach is known or reasonably should have been known to such entity or associate of the Business Associate, including any person, other than the individual committing the Breach, that is an employee, officer or other agent of the Business Associate or an associate of the Business Associate;

7.1.2. To include the names of the Individuals whose Unsecured Protected Health Information has been, or is reasonably believed to have been, the subject of a Breach;

7.1.3. To include a draft letter for the Covered Entity to reference which will be used to notify the Individuals that their Unsecured Protected Health Information has been, or is reasonably believed to have been, the subject of a Breach. The draft letter must include, to the extent possible:

7.1.3.1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

7.1.3.2. A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as full name, Social Security Number, date of birth, home address, account number, disability code, or other types of information that were involved);

7.1.3.3. Any steps the Individuals should take to protect themselves from potential harm resulting from the Breach;

7.1.3.4. A brief description of what the Covered Entity and the Business Associate are doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches; and

7.1.3.5. Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

8. IDEMNIFICATION FOR BREACH NOTIFICATION

- 8.1. Business Associate shall indemnify the Agency for costs associated with any incident involving the acquisition, access, use or disclosure of Unsecured Protected Health Information by the Business Associate or any subcontractor in a manner not permitted under 45 C.F.R. part E.

9. REPRESENTATIONS AND WARRANTIES

- 9.1. Mutual Representations and Warranties of the Parties.
 - 9.1.1. That all of its employees, agents, representatives and members of its workforce, whose services may be used to fulfill obligations under this Agreement are trained on the privacy and confidentiality requirements under HIPAA and are informed of the role of the entity as a Business Associate of the Contractor. Each party agrees to operate in accordance with HIPAA regulations.
 - 9.1.2. That it will reasonably cooperate with the other Party in the performance of the mutual obligations under this Agreement.

10. TERMS AND TERMINATION

- 10.1. Effect of Termination. Upon the event of termination pursuant to this Section 5, the Business Associate agrees to retain all Protected Health Information pursuant to 45 C.F.R. § 164.504(e)(2)(I), the Michigan Mental Health Code, 330.1746, section 746 (1) & (2), and Policy on Records Retention, Medicaid Chapter I Records Retention. Provider agrees to extend any and all protections, limitations and restrictions contained in this agreement after the termination of the contract.

11. MISCELLANEOUS

- 11.1. No Third-Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
- 11.2. Disputes. If any controversy, dispute or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally.

12. DEFINITIONS

- 12.1. Designated Record Set. Any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for the Business Associate. Protected health information contained in any form of medical record, operational or financial database, or billing system constitutes a designated record set.

Designated Record Set shall have the meaning set out in its definition at 45 C.F.R. § 164.501, as such provision is currently drafted and as it is subsequently updated, amended or revised.

12.2. Protected Health Information.

Any information, including demographic information that has the potential of linking the identity of the patient to their health record. Applies to information transmitted or maintained in any form or medium, including electronic, paper, and oral.

Protected Health Information shall have the meaning as set out in its definition at 45 C.F.R. § 164.501, as such provision is currently drafted and as it is subsequently updated, amended, or revised.

13. The parties agree to enter into a mutually acceptable amendment to this agreement as necessary to comply with any applicable updates to federal laws and regulations governing the use and/or disclosure of individually identifiable health information.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf effective as of date shown on page 1.

Oakland Community Health Network

Business Associate / Contractor

Signature: _____

Signature: _____

Printed Name: Callana Ollie

Printed Name: xxx

Title: Chief Legal Officer

Title: xxx

Date: _____

Date: _____