Contract #: {---Agency Assigned Contract ID---}

CONSUMER SERVICES CONTRACT - Extended Provider Panel (EPP) FY 27-28

This Contract is made and shall be effective on **10/1/2026** by and between **Genesee Health System (GHS),** a Michigan Community Mental Health Authority (hereinafter referred to as "**Agency**") whose address is 1040 W. Bristol Rd., Flint, Michigan 48507-5516; and **{---Company Name---}** a **{---State---}** Business, (hereafter referred to as "**Contractor**") whose address is **{---Street1---} {---Street2---}, {---City---}, {---State---} {---Zip Code---}**.

WHEREAS the Agency desires to engage the services and skills of the Contractor, and WHEREAS the Contractor desires to provide services set out herein to the Agency; NOW THEREFORE, consideration, promises, and covenants hereinafter set forth, the parties agree as follows:

1) Contracted Services:

1.1 The Contractor agrees to perform the services and such duties as set out in Attachment A - *Contracted Services*.

2) Compensation:

2.1 The Agency shall pay the Contractor for the services rendered according to the terms and conditions set out in Attachment B - *Contract Budget*.

3) Term & Termination:

3.1 The term of this Contract shall begin on the effective date of this Contract, and end on **{---Expiration Date---},** subject to the provisions contained in this Section 3. The initial term of this Contract shall be for two (2) years. Thereafter, the term shall be automatically renewed for consecutive one (1) month periods, providing that both parties continue to perform their respective contract obligations until such time as a new contract is executed or is terminated as set out in Sections 3.2 and 3.3.

3.2 Termination Without Cause. This Contract is terminable by either party upon **Ninety (90)** days written notice. This contract may be terminated within a shorter timeframe provided that it is (1) mutually agreed upon, and (2) both parties have fulfilled all responsibilities, or (3) have mutually agreed to waive certain specified responsibilities, and (4) it is in writing and signed by both parties. Written notice is effective upon mailing.

3.3 Termination With Cause. Agency may terminate this contract immediately and without prior notice in the event Agency deems (1) a material breach by the Contractor of any of the terms of this Contract, or (2) if real or potential health, safety, or general welfare of a consumer(s) being served is/are at danger, or (3) for any egregious or unlawful act(s) of the Contractor.

3.4 Termination, conclusion, or cancellation of this Contract shall not be construed so as to terminate the ongoing responsibilities of the Contractor or the rights of the Agency contained in this Contract. Contractor shall continue to render services consistent with the terms and conditions of this Agreement during any notice period and shall complete all consumer documentation prior to the effective date of termination.

4) General Provisions:

4.1 The Contractor shall not represent itself, or any of its employees or agents, as an employee of the Agency. In performing its responsibilities under this Contract, the Contractor shall be at all times considered an independent contractor. The Contractor agrees and warrants that it is the sole employer of the personnel the Contractor provides in the performance of its services and duties set out under this Contract: (a) Contractor agrees to be solely responsible for compliance with Federal, State, and Local laws and regulations regarding the Contractor's personnel, and further agrees to indemnify and hold harmless the Agency from any and all claims, assessments, costs, and taxes, claimed or imposed by State, Federal, or Local laws regarding the Contractor's personnel; and (b) Contractor agrees to be solely responsible for any salaries, benefits, or other compensation of the Contractor's personnel. The Contractor will provide continual insurance coverage and submit renewal documents to the contract office.

4.2 The Contractor will provide liability insurance coverage(s) satisfactory to the Agency and agrees to indemnify and hold harmless the Agency, Genesee County, the State of Michigan, and their agents against any and all expense and liability arising out of this Contract, Attachment C – *Insurance Provisions.* Upon request, the Contractor shall present proof of liability coverage prior to the provision of services and duties.

4.3 Contractor shall defend, indemnify, and hold Agency and its officers, directors, employees, agents and representatives harmless from and against all claims, damages, costs and expenses of any type or nature, including, without limitation attorney fees, that may occur as a result of (i) any acts or omissions of Provider or its officers, directors, employees, contractors, subcontractors or agents; (ii) the Services rendered by Contractor under this Agreement; or (iii) a breach of this Agreement. The Contractor's responsibilities as set forth in this Section shall not be mitigated by insurance coverage obtained by Contractor.

To the extent permitted by law and without loss of governmental immunity, Agency shall defend, indemnify and hold Contractor and its officers, directors, employees, agents and representatives harmless from and against all claims, damages, costs and expenses of any type or nature, including, without limitation attorney fees, that may occur as a result of (i) any acts or omissions of Agency or its officers, directors, employees, contractors, subcontractors or agents; (ii) the duties and obligations of Agency under this Agreement; or (iii) a breach of this Agreement. Agency's responsibilities as set forth in this Section shall not be mitigated by insurance coverage obtained by Agency, and shall not be construed as a waiver of governmental immunity.

4.4 The Agency shall have Copyright, property, and publication rights in any and all written and visual material or work products developed in connection with this Contract. The Contractor shall not publish or distribute any printed or visual material relating to the services provided under this Contract without the prior written permission of the Agency.

4.5 The Contractor agrees that the books and records on file in the Agency, or of Agency consumers, are the property of the Agency. Records regarding Agency consumers, and facts compiled about consumers and their parents and relatives, are confidential. The use or disclosure of identifying information concerning Agency personnel, consumers, and their families, obtained in connection with the performance of this Contract, shall be restricted to purposes directly connected with the administration of this Contract and not disclosed or released without the prior written consent of the Agency. Any release of consumer information shall meet the standards for such release with a signed Release of Information by the consumer or guardian.

4.6 The Contractor agrees that any or all representations of the Agency, including but not limited to the use of the Agency name, logo, and/or contact information, may not be included in news releases, brochures, publications, advertisements, websites, or other materials disseminated to the public without prior review by, and permission from, a representative of the Agency's Marketing and Communications Department.

4.7 This Contract is contingent upon receipt by Agency of sufficient federal, state and local funds, upon the terms and conditions of such funding as appropriated, authorized and amended, upon continuation of such funding, and collections of consumer fees and third party reimbursements, as applicable. In the event that circumstances occur that are not reasonably foreseeable, or are beyond the control of the parties, that reduces or otherwise interferes with its ability to provide or maintain specified services or operational procedures for its service area, it shall provide immediate notice to the Contractor if it would result in any reduction of the funding upon which this Agreement is contingent. In the event any of the foregoing listed contingencies arise, either party may terminate or amend this Contract.

4.8 This Contract supersedes all proposals, prior agreements, or contracts, oral or written, and all other communications pertaining to the purchase of specialty supports and services between the parties.

4.9 Right to Audit. All original records required of the Contractor by the Agency shall be maintained in accordance with Agency & Policy # 01-309-10 (dependent upon age of consumer and services received), and shall be readily available for examination or audit upon request by personnel authorized by the Agency or by law and have the ability to produce within 1-2 business days unless otherwise indicated. The Contractor is expected to comply with Claims Verification Policy 04.03.02 of the Region 10 PIHP Policy Manual, which indicates that focused audits may be conducted at any time and may need to take place on short notice. The parties hereto agree that the right to audit exists through 10 years from the final date of the contract period or from the date of completion of any audit, that occurs during such 10-year period, whichever is later, in accordance with 42 CFR 438.230(c) (3)(iii). The parties further agree that if MDHHS, CMS, or the HHS Inspector General determines that there is a reasonable possibility of fraud or similar risk, MDHHS, CMS, or the HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time, in accordance with 42 CFR 438.230(c)(3)(iv).

4.10 The Contractor shall provide the contracted services in a competent, efficient manner and in accordance with:

4.10.1 The policies and regulations of the Agency and the Michigan Mental Health Code and Administrative Rules.

4.10.2 All applicable federal and state laws and all applicable rules and regulations with respect to rendering services under this Agreement. Provider, for itself and its Personnel, further represents and warrants that Contractor and its Personnel shall comply with the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972 (regarding education programs and activities); the Age Discrimination Act of 1975; the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990, as amended (ADA); Michigan Persons With Disabilities Civil Rights Act (PWDCRA), MCL 37.1101 et seq.; Michigan's Elliot-Larsen Civil Rights Act, MCL 37.2101 et seq.; the Pro-Children Act of 1994, 20 USC 681 et seq.; Clean Air Act, 42 USC 7401; Federal Water Pollution Control Act, 33 USC 1251; 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); the Hatch Political Activity Act, 5 USC 1501-1508, and the Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Service Reform Act, Public Law 95-454, 42 USC 4728; the Office of Civil Rights Policy Guidance on Title VI Prohibition Against Discrimination for persons with Limited English Proficiency (guidance regarding responsibilities for providing language assistance under Title VI of the Civil Rights Act of 1964);Section 1557 of the Patient Protection and Affordable Care Act (ACA**)**

4.10.2.1 By signing this agreement, Contractor attests that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (Standard Form-LLL can be requested by emailing contracts@genhs.org) The Contractor shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. Contractor understands that failure to file the required certification shall be subject to a civil penalty of not less than $10,000 and

not more than $100,000 for each such failure.

4.10.3 The Contractor agrees to maintain all licensure and certification as may be required by the State of Michigan and follow generally accepted standards of practice for the provision of contracted services.

4.10.4 The Contractor and, if applicable, any sub-contractor agrees to comply with and adhere to the Agency's Recipient Rights Policies and Procedures.

4.10.5 The Contractor agrees to comply with, adhere, and review with staff the Agency's Policy Manual, Procedures, and Plan Documents applicable to Network Providers (provided separately at the Agency or available at the www.genhs.org website).

4.10.6 The Contractor agrees to comply with and adhere to the Assertive Community Treatment (ACT), family psycho-education, and co-occurring disorders evidence-based practice guidelines as identified by the Federal government, the Center for Mental Health Services of the Substance Abuse and Mental Health Services Administration (SAMHSA) within the U.S. Department of Health and Human Services (HHS), and the Michigan Department of Health and Human Services (MDHHS). These guidelines are available at: https://www.samhsa.gov/resource-search/ebp

4.10.7 The contractor agrees to comply with and adhere to all components of the current Medicaid Provider Manual located at: https://www.michigan.gov/mdhhs/doing-business/providers/providers/medicaid/policyforms/medicaid-provider-manual

4.11 Upon request, Contractor agrees to forward all appropriate clinical documentation supporting the delivery of services to the agency holding the active, master medical record, within three (3) business days of the provision of services, or within a timeframe as mutually agreed to by both parties.

4.12 Any modifications or amendments to this Contract shall be in writing and signed by all parties hereto.

4.13 Notices or other communication may be given to either party, in writing, by electronic mail (email), regular mail, receipted personal delivery mail, certified mail, or certified receipt requested mail, addressed to the addressee shown herein.

4.14 The parties agree not to assign this Contract without the prior written consent of the other party.

4.15 There are no understandings, representation, Contracts, terms, or conditions, other than those expressly set forth herein.

4.16 Whenever words are used herein in one gender, they shall be construed as though they were used in the feminine, masculine, or neutral genders, as the situation may require and where they should so apply. Whenever any words are used herein in the singular form, they should be construed as though they were also used in the

plural form in all cases where they should so apply.

4.17 The Laws of the State of Michigan as to interpretation and construction and performance shall govern this Contract.

4.18 This Contract shall be binding upon the parties hereto, and their respective successors, and shall be binding on the assigns of the Agency.

4.19 The validity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof, and this Contract shall be construed in all respects as if such invalid or unenforceable provision were omitted.

4.20 Compliance with the MDHHS/PIHP/ Master Contract: It is expressly understood and agreed by the Contractor that this contract is subject to the terms and conditions of the Master Contract entered into between the Michigan Department of Health and Human Services (MDHHS) and the Agency. The term and conditions of the Master Contract, which obligate the Agency, shall be the obligation of the Contractor in this Contract. In the event that any provision of this Contract is in conflict with the terms and conditions of the MDHHS/PIHP/Master Contract, the provision of said MDHHS/PIHP/Master Contract shall prevail. However, a conflict shall not be deemed to exist where this Contract: (1) Contains additional provisions and additional terms and conditions not set forth in the MDHHS/PIHP/Master Contract; (2) restates provision of the MDHHS/PIHP/Master Contract to afford the Agency the same or substantially the same rights and privileges as MDHHS; (3) requires the Contractor to perform duties and services in less time than required of the Agency in the MDHHS/PIHP/ Master Contract; or (4) provisions, additional terms and conditions set forth in the MDHHS/PIHP/Master Contract which may not be identified within this contract. The Master Contract is available for review at https://www.michigan.gov/mdhhs/0,5885,7-339-71550_2941_4868_4899---,00.html

4.21 All components to fully execute this Contract must be received **within thirty (30) days of mailing** to avoid delay in payment and/or the possibility of termination of this Contract.

4.22 A NEW Organizational Application Form must be completed every 2 years, submitted with all supporting documentation at least 60 days prior to the organization's expiration of privileges.

4.24 **Arbitration.** Any and all disputes, controversies or claims arising out of or in connection with or relating to this Agreement, or any breach or alleged breach thereof, and any claim that the Contractor violated any state or federal statute, including, but not limited to: the Michigan Elliott-Larsen Civil Rights Act, the Michigan Persons with Disabilities Civil Rights Act, the Michigan Freedom of Information Act, the Age Discrimination in Employment Act, and Title VII of the Civil Rights Act of 1964, all as amended; Michigan common law doctrines; or tort claims relating to the employment relationship with the Contractor shall, upon the request of the party involved, be submitted to and settled by binding arbitration in the State of Michigan pursuant to the Michigan Arbitration Act, MCL 600.5001 et seq, and MCR 3.602, and shall be subject to the following terms:

4.24.1 The parties specifically agree to arbitrate with the other party in a joint proceeding regarding all common issues and disputes. Neither party may

litigate such claims against each other in court. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

4.24.2 Notice of the demand for arbitration shall be filed, in writing, with the other party to this Agreement. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question arose where the party asserting the claim should reasonably have been aware of the same, but in no event later than the applicable statute of limitations.

4.24.3 The parties may be represented by counsel.

4.24.4 The parties may conduct pre-hearing discovery in the time and manner provided by the Michigan Court Rules.

4.24.5 The parties shall mutually select an impartial arbitrator. If the parties cannot agree, they will petition the Genesee County Circuit Court to select the arbitrator. The arbitrator shall be sworn to hear and decide the matter fairly.

4.24.6 The arbitrator shall have no power to add to, subtract from, or alter the terms of this Agreement, and shall render a written decision setting forth findings of fact and conclusions of law only as to the claims or disputes at issue.

4.24.7 This arbitration procedure does not waive or limit any statutory damages to which a party is entitled. The parties shall share equally the arbitrator's fees and costs. If required by the arbitrator, each party will post appropriate security for the party's share of the arbitrator's fee, in an amount and manner determined by the arbitrator, before the first day of hearing. Each party shall pay for the party's own costs and attorney fees, if any; provided, however, that the costs of the arbitration proceeding, including the arbitrator's fee, may be taxed as in a civil action. If any party prevails on a statutory claim which entitles the prevailing party to attorney fees, the arbitrator may award reasonable fees to the prevailing party in accordance with such statute or agreement.

4.24.8 An arbitrator's award is final and binds the parties. A judgment on the award may be entered in the highest state or federal court having jurisdiction. The Contractor shall have thirty (30) days after receipt of an arbitral award in favor of the Agency to fully comply with it, and a judgment may not be entered to enforce it until the Contractor has had a reasonable opportunity to comply with the arbitral award.

4.25 Assignment and Subcontracting. The parties agree not to assign this Contract without the prior written consent of the other party. In the event Contractor intends to subcontract any services provided under this Agreement, a Subcontracting Form must be submitted to Contracts@genhs.org. The GHS Subcontracting form is available on the Agency website at https://genhs.org/providers/handouts-administrative-forms/.
Agency retains the right to review, approve and monitor any subcontracts or any subcontractor's compliance with this Agreement and all applicable laws and regulations. Any subcontracting

approved by Agency shall not terminate the Contractor's legal responsibilities under this Agreement.

5) Authorizing Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

_____

{---Company Name---} (Contractor)

_____

DATE

_____

Genesee Health System
DANIS RUSSELL, CEO

_____

DATE

ATTACHMENT A: Contracted Services
Supplement for Consumer Services

A.1 GENERAL PROVISIONS

A.1.0 The purpose of this Contract is to specify the conditions, obligations and duties of the Contractor with regard to:

Consumer Services/Provider Network:

{---Company Info Table---}

A.1.1 Reimbursement: Restrictions

The Contractor may not accept reimbursement from a consumer unless the Contract specifically authorizes such reimbursement in the "Contractor Responsibility" section. In such case, a detailed fee scale and criteria for charging the fee must be included. In addition, beneficiaries will not be held liable when the Agency does not pay the health care provider furnishing services under the Contract. Also, beneficiaries will not be held liable for charges of covered services furnished under the Contract if those charges are in excess of the amount that the beneficiary would owe if the Agency provided the services directly. The Contractor will not balance bill a consumer. If the Contractor accepts reimbursement from a consumer in accordance with the terms of the Contract, the Contractor shall deduct these fees from billings to the Agency.

If Medicare or commercial insurance/HMO coverage becomes available and Agency-authorized services are a covered benefit, the other third-party funding source(s) must be billed for contracted consumer services, or the consumer referred back to the Agency. Third-party reimbursement will be considered payment in full. Deductibles and co-insurance can be billed to Agency (if consumer has Medicaid) for potential reimbursement based on the third party allowed amounts and/or contracted rates, whichever is less. The Agency will be considered payor of last resort (if consumer is Medicaid).

Rules for claim processing and payment:

- If Medicare or other third-party insurance coverage becomes available and CMH authorized services are a covered benefit, the third-party funding sources must be billed for contracted consumer services or refer the consumer back to CMH.
- If consumer has Medicare or other third-party coverage and no Medicaid, the insurance payment is considered payment in full and no additional payment will be made by Agency.
- If consumer has Medicare or other third-party coverage along with Medicaid, Agency will pay deductible/copay amount up to the allowed insurance amount or contracted rate, whichever is lower.
- If consumer has Medicare and Healthy Michigan, Agency **will not** pay any deductible or copay amounts.

- If consumer has other third-party coverage and Healthy Michigan, Agency will pay up to the allowed amount or contracted rate, whichever is lower.
- If consumer has Healthy Michigan only, Agency will pay if Agency authorizes the services and the service is a covered service under Healthy Michigan Plan.
- If consumer has Medicaid, Agency will pay up to the contracted amount if Agency authorizes the service. Agency will be considered payor of last resort.
- If consumer has no insurance, Agency will pay if General Funds are available and the service was prior authorized.
- The consumer does not have Medicaid coverage if they have spenddown coverage and the spenddown has not been met for the month the service occurred.
- In all cases Agency is the payor of last resort.

A.1.2 Recipient Rights Provisions

A.1.2.1 Contractor will strictly comply with all the Recipient Rights provisions of the Mental Health Code (MHC) and Administrative Rules (AR).

A.1.2.2 Agency Board consumers will be protected from rights violations while they are receiving services under the Contract.

A.1.2.3 Contractor agrees to comply with the mechanism established by the Agency for protecting recipients' rights and to accept the final jurisdiction of the Agency's Office of Recipient Rights (ORR). If applicable, Contractor agrees that Contractor and/or its employees will cooperate with any Recipient Rights investigation or inquiry.

A.1.2.4 Contractor agrees to comply with and adhere to Agency's Recipient Rights policies and procedures which are included in the Agency's Policy Manual. As set forth in section 4.10.5 of this Contract, Contractor agrees to comply with the Agency's Policy Manual, provided separately at the Agency, or available at the www.genhs.org website.

A.1.2.5 Pursuant to section 330.1755(2)(d) of the MHC, Contractor further agrees that the Agency's ORR has unimpeded access at any time to all employees and volunteers, service sites of Agency consumers, Agency consumers, service records, and services of the Contractor in order to fulfill the monitoring function of the ORR, including as necessary to complete its annual service site assessment, or to conduct a thorough investigation.

A.1.2.6 Contractor will monitor and ensure the safety and welfare of Agency consumers while they are under its service supervision pursuant to the Contract. In the event that a consumer requires immediate medical attention, Contractor agrees to (a) seek and assure immediate medical attention for the consumer, and (b) provide immediate comfort and protection to the consumer.

A.1.2.7 Contractor agrees to assure that all employees complete Recipient Rights training annually. Recipient Rights training must be provided or authorized by the Agency's ORR. In addition, pursuant to section 330.1755(5)(f) of the MHC, Recipient Rights training must be completed within thirty (30) days after

commencement of Contract with the Agency, or within thirty (30) days of employment with Contractor. Contractor will notify the Agency's ORR at the time any new employee is hired, or any employee terminated or transferred.

A.1.2.8 Contractor agrees to conspicuously post the name, telephone number, and address of the Agency's ORR and its staff, pursuant to section 330.1755(5)(c) of the MHC, in all applicable service sites, in addition to an Agency-provided summary of rights as guaranteed by the MHC and AR.

A.1.2.9 Contractor agrees to comply with the Agency's reporting requirements in regard to death, serious injury, suspected abuse or neglect, and all other alleged, apparent or suspected Recipient Rights violations concerning an Agency consumer while under the Contractor's service supervision, as well as legally mandated reporting to Protective Services (adults and children), law enforcement, and other public agencies as applicable.

A.1.2.10 Contractor will implement appropriate remedial action for substantiated violations of rights guaranteed by the MHC and AR. Pursuant to section 330.1780(1) of the MHC, appropriate remedial action is that which corrects or provides a remedy for the rights violation(s), attempts to prevent its recurrence, and is implemented in a timely manner. When applicable, Contractor agrees to provide the Agency's ORR with written verification of remedial action taken within five (5) days after receipt of ORR's Investigative Report or intervention correspondence. For any plan of action submitted, Contractor must indicate a date the action is expected to be completed.

A.1.2.11 Contractor will provide and assure that appropriate disciplinary action is taken to ensure protection for complainants, recipients, rights staff, and any staff acting on behalf of a recipient if evidence of harassment or retaliation occurs regarding an alleged recipient rights complaint, violation, or a matter involving the ORR, pursuant to section 330.1755(3)(a) of the MHC. Contractor will provide and assure that appropriate disciplinary action is taken in cases of substantiated abuse and neglect.

A.1.2.12 Contractor will allow individuals who properly identify themselves as representatives of Disability Rights Michigan access to Agency consumers, Agency service records, and premises servicing Agency consumers in compliance with sections 748(8) and 931 of the MHC. Contractor will promptly notify the Agency's ORR if not present or previously notified. Access to consumer records shall be granted with the consent of the consumer, consumer's guardian with authority to consent, or with the consent of a minor consumer's parent with legal and physical custody.

A.1.2.13 Contractor certifies that it will screen all of its employees through the Agency's ORR, prior to employment, regarding possible substantiated Recipient Rights complaints pertaining to Agency consumers. If the Agency's ORR requests the date of birth for an employee in order to establish the identity of that employee, Contractor will provide the same.

A.1.2.14 If this Contract is with a licensed Child Caring Institution, Contractor will

forward copies of their policies on restraint/seclusion to the Agency's ORR upon request. Contractor certifies that their restraint and seclusion policies and practices are in compliance with all applicable state and federal laws and regulations.

A.1.2.15 Where the Contract is between the Agency and an individual, Contractor certifies that he or she has not been the subject of an investigation which resulted in a substantiated Recipient Rights violation.

A.1.3 Confidentiality

A.1.3.1 Contractor agrees to maintain the confidentiality of information regarding consumers in compliance with Sections 330.1748 and 330.1750 of the Mental Health Code, HIPAA, and any other applicable State or Federal laws, rules, or regulations.

A.1.3.2 Safeguards: Contractor shall use appropriate safeguards to prevent the use or disclosure of consumers' Personal Health Information [45 CFR 164.504 (e)(2)(ii)(B)]. As applicable, Contractor shall maintain a comprehensive written information privacy and security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and nature and scope of its activities.

A.1.3.2.1 Internet Email Privacy: Contractors may not email any information over the Internet that identifies a consumer by name or case number, **unless the message is encrypted**. This includes initials or any other descriptor which could reasonably identify a person.

A.1.3.2.2 Contractors who utilize Artificial Intelligence (AI) must have a policy addressing appropriate safeguards or adhere to Agency policy **Artificial Intelligence (AI) Acceptable Use Policy. AI tools involving HIPAA-related material must be explicitly approved by the Agency.**

A.1.4 Minority Reports

A.1.4.1 The Contractor agrees to give consideration to completing and returning to the Michigan Department of Civil Rights a Minority or Female-Owned or Handicapper-Owned Business Verification form if the Contractor is a minority, female or handicapper proprietary business person, and is not already certified by the Michigan Department of Civil Rights as a bona fide minority or female or handicapper business person. The Contractor also agrees to provide the Agency with information regarding its local work force participation.

A.1.5 Licensure Loss/Termination of Licensure

A.1.5.1 The Contractor will maintain a valid licensure and certification for professionals rendering services as may be required by the State of Michigan and will adhere to current laws and regulation setting forth standards of practice for these professions. Copies for said licenses are attached to this Contract, and copies of license renewals will be furnished by the Contractor to the Agency. Contractors are responsible to know the status of required licensure/certification of contractors/employees and be responsible for ensuring appropriate on-site

supervision is in place.

A.1.5.2 Loss of program licensure or certification required to provide contracted services for any reason shall immediately cause this Contract to be canceled.

A.1.6 Post Termination

A.1.6.1 If applicable, the Contractor agrees to maintain, complete and current consumer records (also referred to as "clinical records"), and any other records required to document delivery of each consumer's Individual Plan of Service (IPOS), in accordance with the Michigan Department of Health and Human Services (MDHHS) licensing requirements.

A.1.6.2 Should this Contract be cancelled or not renewed, the Contractor agrees to:

A.1.6.2.1 Give to the Agency, upon its written request, the consumers' clinical/programmatic records or true copies, and copies of fiscal records required by this Contract. The clinical/programmatic records shall be given to the Agency immediately upon written request, and other referenced records within fourteen (14) calendar days.

A.1.6.2.2 Immediately surrender to the Agency all medications used by consumers, all personal property of consumers, and all home equipment or furnishings, including transportation vehicles purchased with Agency funds. Any item purchased with Agency funds and valued over $50.00 will be reported to Agency prior to disposal/replacement. Leases that are Contractor-initiated shall not obligate the Agency.

A.1.6.3 Upon termination or expiration of this Contract for any reason, Contractor must take all necessary and appropriate steps, or such other action as the Agency may direct, to preserve, maintain, protect, or return to the Agency all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the Agency.

A.1.6.4 Any right, obligation or condition that, by its express terms or nature and context is intended to survive, will survive the termination or expiration of this Contract; such rights, obligations, or conditions include, but are not limited to, those related to transition responsibilities; indemnification; disclaimer of damages and limitations of liability; Agency Data; non-disclosure of Confidential Information; representations and warranties; insurance and bankruptcy.

A.1.7 Conflict of Interest

A.1.7.1 The Contractor affirms that he or she is not currently an employee of the Michigan Department of Health and Human Services (MDHHS) or of the Agency; nor is he or she privy to insider information which would tend to give, or give the appearance of tending to give, an unfair advantage to said Contractor. Breach of this covenant may be regarded as a material breach of the Contract and a cause for termination thereof.

A.1.8 Electronic Mailing

A.1.8.1 The Contractor agrees to have electronic mailing capacity for correspondence with Agency. Updates must be submitted to the Provider Relations Department.

A.1.9 Business Associate Agreement

A.1.9.1 The Contractor agrees to sign and abide by a Business Associate Agreement as prepared by the Agency.

A.2 CONTRACTOR RESPONSIBILITIES

A.2.1 Service Provisions

A.2.1.1 Service Selection Guidelines: The Contractor agrees to provide, as directed by Agency's Case Manager and/or Treatment Team for Agency, consumers, as identified by the Case Manager/Treatment Team, the following services:

See Attachment 1 - Service Descriptions

A.2.1.2 The Contractor agrees that the planning and provision of services will occur according to the principles of person-centered and family-centered planning. These are processes for planning and supporting the individual or the family receiving services that build upon existing capacities to engage in activities that promote community life and that honor the individual's and family's preferences, choices, and abilities. The process involves families, friends, and professionals as the individual or family desires or requires.

A.2.1.3 The Contractor agrees to deliver services in accordance with an Individual Plan of Service (IPOS) for each consumer accepted for care, as developed by the Agency Team consultation with Contractor.

A.2.1.4 The Contractor agrees to make a good faith effort to achieve the goals and objectives of each consumer's Person Centered Plan using the methodologies identified in the Person Centered Plan developed and/or approved by the Agency.

A.2.1.5 The Contractor agrees to use the Agency's Electronic Medical Record and Billing system as directed by the Agency (CHIP). Contractor also is responsible for updating/maintaining staff records in CHIP, including correct and current supervisor and staff assignments, credentials, and prompt notification to the Agency Provider Relations Department when staff are no longer providing services for the contractor.

A.2.1.6 Both parties agree to participate in quality improvement activities consistent with the Agency's/PIHP Quality Improvement Plan, including compliance with the Agency's/PIHP QAPIP in its entirety. The Contractor recognizes that the Agency may modify this Contract should the quality of services carried out by the Provider fall below generally accepted standards of care. This includes meeting all MDHHS requirements and performance indicators. The Agency may terminate the contract immediately if real or potential health, safety,

or general welfare of a consumer(s) is/are at danger. The Agency may terminate the contract immediately for any egregious or unlawful act(s) of the contractor.

A.2.1.6.1 If the Contractor has received accreditation by an independent accrediting entity, Contractor agrees to provide Agency with a copy of its most recent accreditation review, recommended actions or improvements, corrective action plans, and summary of findings.

A.2.1.9 The Contractor is required to notify the Agency Provider Relations and Contracts departments prior to changes occurring or no later than within (2) business days of any significant change in provider operation or composition occurring that may affect the capacity to deliver services or to receive new intake referrals. These reportable conditions may include but are not limited to changes in key management (minimally the Chief Executive Officer, Executive Director, Chief Financial Officer, and/or Medical Director) and program supervisor staffing, significant loss of staff that restricts intake appointments or service delivery capacity, accreditation loss or restrictions. Prior notification and approval must be received for any building location changes.

A.2.1.10 Contractor must have the appropriate discipline(s) and number of staff available to provide services at all times (including programs that offer services 24 hours/day, 7 days/week).

A.2.2 Board Membership

A.2.2.1 The Contractor agrees to provide a current copy of their annual corporate report filed with the Department of Commerce, which indicates its current officers and directors. The Contractor agrees to update this list whenever there are changes.

A.2.3 Disclosure of Ownership and Control

A.2.3.1 The Contractor must comply with the federal regulations to obtain, maintain, disclose, and furnish required information about ownership and control interests, business transactions, and criminal convictions as specified in 42 C.F.R. §455.104-106. In addition, the Contractor must disclose ownership and control interest information at the following intervals:

- Provider enrollment.
- Provider re-enrollment.
- Whenever there is a change in ownership or control of the provider entity.

A.2.4 Responsibility for Disclosing Criminal Convictions

A.2.4.1 Contractor, in accordance with the general purposes and objectives of this Contract, must ensure that each direct-hire or contractually employed individual health care staff and / or practitioner meets all background checks, applicable licensing, scope of practice, contractual, and Medicaid Provider Manual (MPM) requirements.

Contractor must promptly notify agency Provider Relations Department of:

A.2.4.2 Any disclosures are made by contractor with regard to the ownership or control by a person that has been convicted of a criminal offense described under sections 1128(a) and 1128(b)(1), (2), or (3) of the Act, or that have had civil money penalties or assessments imposed under section 1128A of the Act. (See42 CFR 1001.1001(a)(1); or

A.2.4.3 Any staff member, director, or manager of the contractor, individual with beneficial ownership of five percent or more, or an individual with an employment, consulting, or other arrangement with the contractor has been convicted of a criminal offense described under sections 1128(a) and 1128(b)(1), (2), or (3) of the Act, or that have had civil money penalties or assessments imposed under section 1128A of the Act (See 42 CFR1001.1001(a)(1)).

A.2.4.4 Excluded individuals or entities that have been excluded from participating in the Medicare, Medicaid, or any other Federal health care programs. Bases for exclusion include convictions for program-related fraud, patient abuse, licensing board actions, and / or default on Health Education Assistance loans.

A.2.3 Personnel

A.2.3.1 The Contractor agrees to employ staff, and ensure staff bill only for allowable services, consistent with the provisions of the Agency's Credentialing and Privileging policy.

A.2.3.2 The Contractor agrees to require all direct care staff to participate in in-service training programs required by the Agency, to the extent funded by this Contract. This will be implemented in accordance with available Agency resources allocated for this purpose. All trainings must occur as outlined in policy 01-305-99 in the Agency's Policy Manual and the current Agency/PIHP Training Plan.

A.2.3.3 The Contractor agrees to assure that staff persons authorized to distribute medications have satisfactorily completed medications training required by the Agency.

A.2.3.4 If applicable, the Contractor agrees to assure that only persons appropriately licensed and insured as required by State law shall be permitted or assigned to operate motor vehicles used to transport Agency consumers. The Contractor also agrees that driving records for all employees transporting Agency consumers will be reviewed on an ongoing/annual basis.

A.2.3.5 The Contractor will maintain a current employee roster through the CHIP system, including credentials of all employees who provide services to the Agency's consumers, as well the services each staff provides.

A.2.3.6 Contractor agrees to pay all DCW staff at least the current State of Michigan approved minimum wage (www.michigan.gov/wagehour).

A.2.4 Credentialing and Privileging

A.2.4.1
The Contractor is expected to be in full compliance with policy Credentialing and Privileging 02-000-99, in the Agency's Policy Manual. Specific activities to be conducted by the Contractor, including criminal background checks, are outlined within the policy. Public Act 282 mandated MDHHS to create a uniform credentialing process for organizations/individual practitioners. Contractor will utilize MDHHS Customer Relationship Management system (CRM) as required by Agency policy.

A.2.4.2
The Contractor's credentialing and privileging activities shall be monitored by the Agency for compliance with Credentialing and Privileging policy 02-000-99, as well as Federal regulation (Balanced Budget Act 1997) and standards published by the Michigan Department of Health and Human Services. Ongoing monitoring of provider compliance with the policy shall be conducted by the Agency's Quality Management Department and PIHP Contract Monitoring audits. Quality Management and/or PIHP shall conduct an audit of selected staff files for all network providers employing the designated health care professionals, to determine compliance.

A.2.5 Drug Use Prohibition and Prevention

Contractor shall maintain policies and procedures prohibiting its employees from smoking, possessing, consuming, or being under the influence of alcoholic beverages or controlled substances while providing Services under this Agreement.

A.2.6 Clinical Risk Management

A.2.6.1 The Contractor shall comply with the Agency's policies in their entirety for Critical Incident Reporting 08-204-95, Consumer Death Reporting 08-205-95, and Identifying and Reporting Recipient Abuse and Neglect 08-005-95.

A.2.6.2 Priority shall be given to critical incident and sentinel event investigations in the form of contractor cooperation and timely response to requests for information. All requests for information from the Quality Management Department regarding these investigations will be answered within one (1) business day, or sooner if the Quality Management Department deems it necessary. All appointments to attend the Quality Improvement Committee meeting will be given priority by the contractor sending requested staff at the designated time.

A.2.7 Outcomes, Timeliness, Satisfaction

A.2.7.1 Providers are expected to meet Performance requirements specified in the current Quality Improvement Plan (Region 10 Policy 01.04.01 (QAPIP) and the Michigan Mission-Based Performance System (MMBPIS). These requirements are available on the web (see Resource list of web sites in Section A.2.10).

A.2.7.2 For cases scheduled for an initial appointment at the provider (referred from the PIHP's Access Center, hospital liaisons, or other providers), the provider will begin to provide services on the date of the scheduled appointment, if the consumer attends the appointment.

A.2.7.3 When a new non-emergent referral is made, the primary program must accommodate a 14 day appointment. If the consumer reschedules, they must provide a reschedule appointment within 14 days. If the consumer refuses an appointment within 14 days, this must be documented in the CHIP appointment record. All consumer cancellations, no shows, and reschedules will be documented according to published PIHP procedures.

A.2.7.4 New non-emergent referrals must have a physician appointment within 7 days of intake.

A.2.7.5 New emergent appointments must be made within 3 business days, 7 calendar days for physician.

A.2.7.6 All medication clinics need to accommodate consumers who are at risk of running out of medications as crisis stabilization program cannot be utilized as a medication clinic.

A.2.7.7 If a primary program has a COFR case, they must seek continued authorization from the county of financial responsibility.

A.2.7.8 Intake appointments – All primary providers are required to maintain the specified minimum number of intake appointments and to utilize the CHIP e-scheduler as required.

A.2.8 Training

A.2.8.1 The contractor shall comply with the current Agency/PIHP Training Plan in its entirety. The Contractor shall ensure that its direct care staff and clinicians attend, take an online course if available, participate in a video training, or be in-serviced via train-the-trainer.

A.2.8.2 The Contractor shall comply with all of the provisions of section A.1.2.7 related to training in Recipient Rights.

A.2.9 Contract Remedies and Sanctions

The pursuance of any of remedial actions does not require a Contract amendment. The Notice of Contract Violation (NOCV) to the Contractor is sufficient authority. The use of remedies and sanctions will typically follow a progressive approach, but the Agency reserves the right to deviate from the progression as needed to seek correction of serious, or repeated patterns of substantial non-compliance or performance problems. The Contractor can utilize the dispute resolution provision as outlined in Agency Provider Performance Review and Sanctioning Policy #01-115-02 to dispute a NOCV issued by the Agency, or pursue other available legal remedies.

A.2.10 Resources

Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

- **Medicaid Manual**
  https://www.michigan.gov/mdhhs/doing-business/providers/providers/medicaid/policyforms/medicaid-provider-manual

- **Treatment Policies;** see website
  http://www.michigan.gov/mdch/0,1607,7-132-2941_4871_4877-133156--,00.html

- **State Treatment Episode Data set (TEDS) Admission/Discharge Coding Instructions**; see website
  https://www.michigan.gov/-/media/Project/Websites/mdhhs/Folder3/Folder84/Folder2/Folder184/Folder1/Folder284/BH-TEDS_Coding_Instructions_FY21_Rev20-1020.pdf?rev=84a51dfdf0b5435e8ea80b6d1f4ad669

- **Michigan Mission-Based Performance System (MMBPIS),**
  http://www.michigan.gov/mdch/0,1607,7-132-2941_38765---,00.html
  (scroll down to PIHP and CMHSP Performance Indicator Systems to find a link to the most current standards).

- **Clinical Health Information Program – CHIP**
  https://w3.pcesecure.com/cgi-bin/WebObjects/GCCAdmin

- **Behavioral Health Code Charts and Provider Qualifications**
  https://www.michigan.gov/mdhhs/keep-mi-healthy/mentalhealth/reporting

- **42 CFR 1001.1001 - Exclusion of entities owned or controlled by a sanctioned person.**
  https://www.govinfo.gov/content/pkg/CFR-2021-title42-vol5/pdf/CFR-2021-title42-vol5-sec1001-1001.pdf

- **Region 10 PIHP QAPIP**
  https://www.region10pihp.org/about-us/quality-improvement--performance-improvement/

- **Claims Verification**
  https://www.region10pihp.org/downloads/policies chapter_4/04.03.02_claims_verification.pdf

ATTACHMENT B: Contract Budget
Supplement for Consumer Services

B.1. GENERAL PROVISIONS

B.1.1 The pre-negotiated rate may be increased or decreased as determined to be necessary by the Agency's Chief Executive Officer and in keeping with legislative appropriations, executive orders, or changes in Federal benefit levels for the Contracted services. Said reductions in payment shall not be imposed upon the Contractor on a retroactive basis. The Contractor shall receive at least thirty (30) calendar days' notice prior to the effective date of said reductions in payments. Reductions in payments in accordance with this process shall entitle the Contractor to seek modification of program requirements from the Agency.

B.1.2 The Contractor agrees and understands that the Agency cannot be obligated for costs in excess of the costs of services contained in the rate negotiated between the Contractor and the Agency designee without prior written approval of the Agency. Such costs, if incurred, will be the sole responsibility of the Contractor.

B.1.3 To assure prompt payment, the Contractor agrees to submit completed reports invoices, and billings, as required. The Contractor agrees to use the Agency's Electronic Medical Record and Billing system (CHIP) as directed by the Agency. The billing invoice should include the name and type of Contractor, home cost center code, each consumer served with case number, the number of units/days of service(s) provided to each consumer, the rate per day/unit of service, billing code, and the total charges. The Agency shall pay the contractor the sum due and owing within thirty (30) days of its receipt of a "claim"/verified invoices.

B.1.3.1 A claim must be initially received and acknowledged by Agency **within 60 days** from the date of service (DOS) or from the date of the primary payment if a secondary claim.

B.1.3.2 Claims **over 60 days** old must have continuous active review to be considered for Medicaid Reimbursement.

B.1.3.3 Requests for claim adjustments must be submitted **within 60 days** of the last rejection.

B.1.3.4 All non-"clean" claims will be denied/rejected and returned to Contractor for rebilling.

B.1.3.5 Exceptions may be made to the billing limitation policy in the following circumstances:

B.1.3.5.1 Retro Medicaid eligibility
B.1.3.5.2 Judicial Action/Mandate
B.1.3.5.3 Other insurance processing delays for Coordination of Benefits (COB) claims.

B.1.4 The Contractor acknowledges that because the Agency may submit a claim to the Michigan Department of Health and Human Services (MDHHS) for Medicaid

reimbursement, and/or to other sources for reimbursement, to recover funds paid the Contractor for services rendered:

B.1.4.1 Funds obtained under the Social Welfare Act, being M.C.L.400.1 et seq., may be affected by this Contract; and

B.1.4.2 Submission of false data by the Contractor will cause the Agency/MDHHS to submit a false claim to MDHHS under such Act, and/or to other sources of reimbursement; therefore,

B.1.4.3 Any person causing a false claim to be made to MDHHS for reimbursement for funds under the Social Welfare Act, as amended, being M.C.L. 400.1 et seq., is guilty of a felony punishable by imprisonment for not more than four (4) years, or by a fine of not more than $50,000.00, or both.

B.1.5 The Contractor agrees to maintain complete and current financial records, supporting receipts, and other documentation verifying expenditures. Upon Agency request, Contractor agrees to provide the Agency with this financial documentation within fourteen (14) days of inquiry.

B.2. COMPENSATION

B.2.1 Rate of Pay. The Agency shall pay the Contractor for services described in Attachment A, at the rate of Reimbursement for services performed by the Contractor, to consumers authorized by the Agency will be on a fee-for-services basis. Services for which authorization may be provided, and the reimbursement rates for these services, are included in this contract as ***Attachment 2 Contracted Services and Rates***. Billing for Reimbursement of authorized services shall be submitted consistent with the forms and procedures outlined in Authorization and Claims Procedures. Payment for authorized services properly documented and billed will be reimbursed.

B.2.2 The Agency shall reimburse the Contractor for expenses as authorized, from time to time, by the Agency's Chief Executive Officer or his designee, which at this time includes: **None**.

B.2.3 Payment to be made to: **{---Company Name---}** (hereinafter referred to as "Contractor") whose address is: **{---Street1---} {---Street2---}, {---City---}, {---State---} {---Zip Code---}**.

B.2.4 The Contractor shall notify the Agency, in writing, of any dispute regarding the payment for services provided for in this Contract following Agency Policy 05-009-06 Denial of Claims Appeal Process. No suit may be commenced by the Contractor for any claim under this Contract prior to the expiration of ninety (90) days from the date of such written notification, and no suit shall be commenced by the Contractor after the expiration of nine (9) months from the date of termination of this Contract.

B.2.5 The Contractor is responsible to ensure Medicaid eligibility. Documentation in the chart notes in CHIP is required to evidence assistance with this process, including but not limited to denials.

B.2.6 Agency reserves the right to suspend and/or deny reimbursement and/or

admission to continuous programs for the following conditions:

B.2.6.1 Failure to complete necessary documentation in specified timeframes.

B.2.6.2 Failure to properly discharge consumers and close cases in a timely manner (Data Entry into the CHIP system).

B.2.6.3 Failure to update demographic information in a timely manner (Data Entry into the CHIP system).

B.2.6.4 Failure to properly secure and complete ability to pay forms/documentation.

ATTACHMENT C
INSURANCE PROVISIONS

C.1 GENERAL PROVISIONS

C.1.1 The Contractor shall maintain Commercial General Liability Insurance coverage including but not limited to contractual liability insurance coverage at a limit of at least one million dollars ($1,000,000.00) per occurrence and aggregate annual limit of two million dollars ($2,000.000.00). Abuse and molestation cannot be excluded.

C.1.2 The Contractor shall maintain Professional Liability Insurance coverage including but not limited to claims for damages arising out of errors, omissions, negligent acts, and a minimum occurrence limit of one million dollars ($1,000,000.00) and aggregate limit of three million dollars ($3,000.000.00). Abuse and molestation cannot be excluded.

C.1.3 The Contractor shall maintain complete statutory insurance coverage for Contractor's employees and provide a Certificate of Insurance to the Agency's Chief Executive Officer or his designee at the time of signing this Contract.

C.1.4 The contractor shall furnish a copy of the binder page of Worker's Compensation or Sole Proprietor Form.

C.1.5 The Contractor agrees to maintain commercial auto insurance coverage on the vehicle(s) used to transport Agency consumers. Coverage under the auto policy shall include at least the following:

C.1.5.1 Liability insurance at a limit of at least one million dollars ($1,000,000.00) combined into a single limit for bodily injury and property damage;

C.1.5.2 No-fault coverage as required by Michigan law.

C.1.6 The Contractor shall include the Agency as an additional insured on any insurance policies referenced in this Contract and shall name the Agency as a certificate holder The insured Certificate of Insurance furnished to the certificate holder shall provide that the insurance shall not be terminated, modified, or allowed to expire without thirty (30) days prior written notice to the Certificate Holder, with the exception of 10 days for non-payment of premium.

C.1.7 The Contractor shall submit current copies of all applicable insurance certificates to the Agency at the commencement of the Agreement and, thereafter, upon request. Copies of current insurance certificates shall be submitted by the Contractor prior to initial contract award and within fifteen (15) calendar days after policy expiry. If all current insurance certificates are not submitted by the Contractor to the Agency within this time period, the Agency may, beginning on the first day after policy expiration, withhold payment for services rendered until such time as the contractor submits evidence of current insurance coverage.

ATTACHMENT 1 - Service Descriptions

Autism Behavioral Health Treatment Services

The target population is for children **ages 3 to under 21 years of age**, residing in Genesee County, with a diagnosis Autism Spectrum Disorder (ASD) and meets the eligibility criteria for Behavioral Health Treatment (BHT) – Applied Behavior Analysis (ABA).

The primary need is for services to take place **outside of standard business hours** described as: after school; after 4:00 P.M.; weekday evening hours; weekend daytime hours; and/or weekend evening hours as requested and referred by GHS. **Clinic-based** services are being requested at this time. ***Children ages 8 and under 21 years of age*** represent the largest segment available for referral.

https://www.michigan.gov/-/media/Project/Websites/mdhhs/Folder3/Folder6/Folder2/Folder106/Folder1/Folder206/MSA_15-59.pdf?rev=02bcd9a7ddc14287a80aed83cc1577bd
Reference Medicaid Provider Manual section 18, current version for a full description and requirements.
https://www.mdch.state.mi.us/dch-medicaid/manuals/MedicaidProviderManual.pdf

ATTACHMENT 2 - Contracted Services & Rates

Extended Provider Rates 10/1/2026 – 9/30/2028

****Includes $3.40 DCW increase and $1.27/hour increase effective 1/1/27**

Service Code	Modifiers		Description	Rate	Unit Type
0362T	AF		Behavioral follow-up assessment	$30.90	15 Minutes
0362T	AG		Behavioral follow-up assessment	$30.90	15 Minutes
0362T	AH		Behavioral follow-up assessment	$30.90	15 Minutes
0362T	HN		Behavioral follow-up assessment	$21.89	15 Minutes
0362T	HO		Behavioral follow-up assessment	$30.90	15 Minutes
0362T	HP		Behavioral follow-up assessment	$30.90	15 Minutes
0362T	SA		Behavioral follow-up assessment	$30.90	15 Minutes
0373T	AF		Exposure adaptive behav. treatm	$30.90	15 Minutes
0373T	AG		Exposure adaptive behav. treatm	$30.90	15 Minutes
0373T	AH		Exposure adaptive behav. treatm	$30.90	15 Minutes
0373T	HM		Exposure adaptive behav. treatm	$30.36 *1/1/27 $30.68	15 Minutes
0373T	HN		Exposure adaptive behav. treatm	$30.36 *1/1/27 $30.68	15 Minutes
0373T	HO		Exposure adaptive behav. treatm	$30.36 *1/1/27 $30.68	15 Minutes
0373T	HP		Exposure adaptive behav. treatm	$30.36 *1/1/27 $30.68	15 Minutes
0373T	SA		Exposure adaptive behav. treatm	$30.36 *1/1/27 $30.68	15 Minutes
97151	U5	AH	Behavior Identification Assm	$49.44	15 Minutes
97151	U5	HN	Behavior Identification Assm	$35.02	15 Minutes
97151	U5	HO	Behavior Identification Assm	$49.44	15 Minutes
97151	U5	HP	Behavior Identification Assm	$49.44	15 Minutes
97153	AF		AB Treatment by Protocol	$16.50	15 Minutes
97153	AG		AB Treatment by Protocol	$16.50	15 Minutes
97153	AH		AB Treatment by Protocol	$16.50	15 Minutes

97153	HM		AB Treatment by Protocol	$16.50	15 Minutes
97153	HN		AB Treatment by Protocol	$16.50	15 Minutes
97153	HO		AB Treatment by Protocol	$16.50	15 Minutes
97153	HP		AB Treatment by Protocol	$16.50	15 Minutes
97153	SA		AB Treatment by Protocol	$16.50	15 Minutes
97153	TD		AB Treatment by Protocol	$16.50	15 Minutes
97154	AF	U*	Group AB Treatment by Protocol	$6.08 *1/1/27 $6.40	15 Minutes
97154	AG	U*	Group AB Treatment by Protocol	$6.08 *1/1/27 $6.40	15 Minutes
97154	AH	U*	Group AB Treatment by Protocol	$6.08 *1/1/27 $6.40	15 Minutes
97154	HM	U*	Group AB Treatment by Protocol	$6.08 *1/1/27 $6.40	15 Minutes
97154	HN	U*	Group AB Treatment by Protocol	$6.08 *1/1/27 $6.40	15 Minutes
97154	HO	U*	Group AB Treatment by Protocol	$6.08 *1/1/27 $6.40	15 Minutes
97154	HP	U*	Group AB Treatment by Protocol	$6.08 *1/1/27 $6.40	15 Minutes
97154	SA	U*	Group AB Treatment by Protocol	$6.08 *1/1/27 $6.40	15 Minutes
97154	TD	U*	Group AB Treatment by Protocol	$6.08 *1/1/27 $6.40	15 Minutes
97155	AH		AB Treatment w/ Protocol Mod	$30.90	15 Minutes
97155	HN		AB Treatment w/ Protocol Mod	$21.89	15 Minutes
97155	HO		AB Treatment w/ Protocol Mod	$30.90	15 Minutes
97155	HP		AB Treatment w/ Protocol Mod	$30.90	15 Minutes
97156	AH		Family AB Treatment Guidance	$30.90	15 Minutes
97156	HN		Family AB Treatment Guidance	$21.89	15 Minutes
97156	HO		Family AB Treatment Guidance	$30.90	15 Minutes
97156	HP		Family AB Treatment Guidance	$30.90	15 Minutes
97157	AH	U*	Multiple-Family Group AB Guidanc	$12.36	15 Minutes

97157	HN	U*	Multiple-Family Group AB Guidanc	$8.76	15 Minutes
97157	HO	U*	Multiple-Family Group AB Guidanc	$12.36	15 Minutes
97157	HP	U*	Multiple-Family Group AB Guidanc	$12.36	15 Minutes
97158	AH		Group AB Treatment with Prot Mod	$8.83	15 Minutes
97158	HN		Group AB Treatment with Prot Mod	$6.25	15 Minutes
97158	HO		Group AB Treatment with Prot Mod	$8.83	15 Minutes
97158	HP		Group AB Treatment with Prot Mod	$8.83	15 Minutes

Staff Level modifiers	
Dietician/Nutritionist	AE - Dietician
Psychiatrist	AF - Specialty Physician
Physician	AG - Physician
Psychologist	AH - Clinical Psychologist
Less than Bachelor's Level	HM - < Bachelor's Level
Bachelor's social worker	HN - Bachelor's Level
Master's social worker	HO - Master's level
Licensed professional counselor	HO - Master's level
Marriage and family therapist	HO - Master's Level
Behavioral Health Professional PhD, Physical Therapist, Speech Path	HP – Doctoral level
Nurse Practitioner, Lic Physician's Assistant, Certified Nurse Specialist	SA – NP, PA, CNS
Registered Nurse	TD - Registered Nurse

***Group modifiers**	
UN	Two patients served
UP	Three patients served
UQ	Four patients served
UR	Five patients served
US	Six or more patients served

ATTACHMENT 3

"PREMIUM PAY" Master Attestation Statement MDHHS Premium Pay $3.40 Per Hour Temporary DCW Pay Increase Genesee Health System

and {---Company Name---}

Effective October 1, 2021, Genesee Health System (GHS), as per MDHHS Letter – L 21-76, a temporary hourly wage increase, referred to as Premium Pay, is to be applied to payments for direct care workers (DCW) providing certain face-to-face services under the following programs:

> *Community Living Supports (CLS); Personal Care (PC); Prevocational Services; Respite; Skill Building; ABA Adaptive Behavior Treatment; ABA Group Adaptive Behavior Treatment; ABA Exposure Adaptive Treatment; Crisis Residential Services (CRS); Supported Employment.*

By receiving these Premium Pay dollars provided through GHS, we attest that the funds received will be used to pass along a **$3.40/hour** wage increase exclusively to the DCW staff for every hour worked by the caregiver for face-to-face services provided from October 1, 2026 through September 30, 2028. We assure that these funds (current and retroactive) will be passed on and paid to the eligible workers within 30 days

of receipt of funds. The employer will be allowed to report and capture an **additional 12.5%** (or **$0.43 per hour**) toward employer payroll tax expense.

The Premium Pay temporary wage increase is in effect exclusively for service dates from **October 1, 2026 through September 30, 2028, or as extended or suspended by GHS, Region 10 PIHP or MDHHS.**

GHS retains the right to audit payroll records and other documentation deemed necessary, in GHS' sole judgement, in order to verify this attestation.

I declare that the foregoing is true and correct:

Provider Name: **{---Company Name---}**

Authorized Signature: _____