

Request for Interest (RFI) for Substance Use Disorder Health Homes (SUDHHs)

Purpose

This document outlines the Mid-State Health Network (MSHN) Prepaid Inpatient Health Plan's need to expand SUD Health Homes in the 21-county region, following the [Michigan Department of Health and Human Services' \(MDHHS\) SUD Handbook](#).

MSHN is a regional entity, which was formed pursuant to 1974 P.A. 258, as amended, MCL §330.1204b, as a public governmental entity separate from the CMHSP Participants that established it. The CMHSP Participants formed Mid-State Health Network to serve as the prepaid inpatient health plan ("PIHP") for the twenty-one counties designated by the Michigan Department of Health and Human Services as Region 5. The CMHSP Participants include Bay-Arenac Behavioral Health Authority, Clinton-Eaton-Ingham Community Mental Health Authority, Community Mental Health for Central Michigan, Gratiot Integrated Health Network, Tuscola Behavioral Health Systems, Huron County Community Mental Health Authority, The Right Door for Hope, Recovery & Wellness, LifeWays Community Mental Health Authority, Montcalm Care Network, Newaygo County Community Mental Health Authority, Saginaw County Community Mental Health Authority, and Shiawassee Health & Wellness. Beginning January 1, 2014, MSHN entered a contract with the State of Michigan for Medicaid funding and entered subcontracts with the CMHSPs in its region for the provision of Mental Health, Substance Use Disorder, and Developmental Disabilities services.

Introduction to the Substance Use Disorder Health Home Service Model

Overview of the SUDHH

The Substance Use Disorder Health Home (SUDHH) provides comprehensive care management and coordination services to Medicaid beneficiaries with an alcohol use disorder, stimulant use disorder or opioid use disorder. For enrolled beneficiaries, the SUDHH functions as the central point of contact for directing and coordinating patient centered care across the broader health care system. The model elevates the role and importance of Peer Recovery Coaches and Community Health Workers to foster direct empathy and raise overall health and wellness. In doing so, this will attend to a beneficiary's health and social needs. Participation is voluntary and enrolled beneficiaries may opt-out at any time.

Michigan has five overarching goals for the SUDHH program: 1) improve care management of beneficiaries including medications for opioid use disorder and medications for alcohol use disorder; 2) improve care coordination between physical and behavioral health care services; 3) improve care transitions between primary, specialty, and inpatient settings of care; 4) improve coordination to dental care; 5) educate on fetal alcohol spectrum disorders.

Michigan's SUDHH model is comprised of a team, including a Lead Entity (LE) and designated Health Home Partners (HHP). MSHN functions as the Lead Entity. Qualified providers function as Health Home Partners. Providers must meet the specific qualifications set forth in the State Plan Amendment, Medicaid Services Administration policy, the SUDHH Handbook and provide the six federally required core health home services. Michigan's SUDHHs must coordinate with other community-based organizations to manage the full breadth of beneficiary needs.

Diagnostic Criteria

Qualifying ICD-10 codes for alcohol, stimulant and/or opioid substance use disorders. Qualifying SUD beneficiaries must also be at risk of developing mental health conditions, asthma, diabetes, heart disease, BMI over 25 and/or COPD.

SUDHH Core Services

SUDHH services will provide integrated, person-centered, and comprehensive care to eligible beneficiaries to successfully address the complexity of comorbid physical and behavioral health conditions. The SUDHH must provide the following six core health home services as appropriate for each beneficiary:

- Comprehensive Care Management
- Care Coordination
- Health Promotion
- Comprehensive Transitional Care
- Individual and Family Support
- Referral to Community and Social Support Services

Finance Structure

MDHHS provides a monthly case rate to the MSHN as the LE based on the number of SUDHH beneficiaries with at least one SUDHH service during a given month. MSHN will in turn reimburse the Health Home Partner (HHP) at least 80% of the monthly case rate received from MDHHS if at least one SUDHH service was delivered/billed. HHPs must sign the Mid-State Substance Use Disorder Health Home (SUDHH) Services and Responsibility Agreement to be a designated HHP and to receive payment (see attached). Finally, MDHHS provides a pay-for-performance (P4P) incentive that rewards providers based on program outcomes.

Expectations and General Information for Interested Providers

- Interested provider must meet applicable Federal and State licensing standards in addition to Medicaid provider certification and enrollment requirements as one of the following:
 - Community Mental Health Services Program (Community Mental Health Center)
 - Federally Qualified Health Center/Primary Care Safety Net Clinic
 - Hospital based Physician Group
 - Physician based Clinic
 - Physician or Physician Practice
 - Rural Health Clinics
 - Substance Use Disorder Provider
 - Opioid Treatment Provider
 - Tribal Health Center
- Interested providers must agree to the credentialing policies/procedures of MSHN to be a credentialed member of MSHN's SUD Provider Panel through a formal contractual agreement (for additional information, please see the [MSHN Credentialing/Re-credentialing Policy](#));
- Interested providers must have sufficient staff currently available and credentialed to be able to provide the services being sought, or in the alternative identify an expected timeframe of acquiring qualified staff.
- Interested providers must have financial capacity to establish or expand existing service locations in the identified counties to provide the services being sought. For the purpose of FY25 SUD Health Home expansion MSHN will prioritize the following counties: Clare, Clinton, Eaton, Gladwin, Hillsdale, Huron, Ionia, Mecosta, Montcalm, Newaygo, Shiawassee, and Tuscola.
- Interested providers have the capacity to be paneled with other third-party insurers, including but not limited to Medicare.

- Interested providers must be willing to accept [MSHN's Regional Reimbursement Rates](#) for services rendered outside of SUD Health Home.
- No start up funding will be offered by MSHN for the SUDHH initiative.
- For additional information relative to becoming a SUD service provider with MSHN, please see the [MSHN SUD Direct Service Procurement Policy](#).
- The anticipated length of contract is the remainder of FY25 (1/1/2025– 9/30/2025) with the potential for renewal each fiscal year at MSHN's sole discretion.

Selection Process for New SUD Health Home Providers/Sites

MSHN maintains an open SUD provider panel and will consider contracting with interested SUD Health Home partners that meet the minimum requirements outlined in the [MSHN SUD Service Provider Procurement Policy](#) and the [MDHHS Substance Use Disorder Health Home Handbook](#). If multiple interested providers meet the minimum requirements, MSHN may utilize the following additional criteria when necessary to prioritize certain providers for SUD expansion. Please refer to the [MSHN Health Home Provider Policy](#) for more information.

- Provider will expand or increase access to Substance Use treatment services in underserved area(s)
- Projected beneficiary enrollment and projected service utilization volume
- Provider operates an established SUD HH at a different site/location with a demonstrated history of success
- Provider holds accreditation from a nationally recognizing body specific to a health home, patient-centered medical home, or integrated care (NCQA, AAAHC, Joint Commission, CARF, etc.).

Submission of Interest Information

- Due Date for RFI response with statement of interest is **Friday, December 20, 2024**. The submitted RFI is not binding, and a provider may withdraw their RFI at any time.
- All interested providers should complete the attached SUD Health Home Statement of Interest Summary below by **Friday, December 20, 2024**.
- This RFI process will be the only opportunity for FY25. Expansion will be reassessed for FY26.
- Questions related to this RFI can be submitted and will be accepted until **5:00 P.M. Friday December 13, 2024**.
- SUD Health Home Statement of Interest Summary and any subsequent questions should be submitted to:

Kyle Jaskulka
 Contract Manager
 Mid-State Health Network
kyle.jaskulka@midstatehealthnetwork.org

Resources

- [Opioid/Substance Use Disorder Health Homes PowerPoint Presentation 9.19.24](#)
- [SUDHH Handbook](#)
- [MDHHS SUD HH Website](#)
- [SUD HH Brochure](#)
- [SUD HH Directory](#)
- [Health Home Provider \(HHP\) Application](#)
- [Contact Information for the Prepaid Inpatient Health Plans and Designated Substance Use Disorder Health Home Partners](#)
- [Health Home Encounter Codes and Rates for SUDHH](#)

SUD Health Home Statement of Interest Summary

Provider Information
Health Home Provider Name: Click or tap here to enter text.
Health Home Provider Main Address: Click or tap here to enter text.
Health Home Provider Main Contact: Click or tap here to enter text.
Health Home Main Contact Phone Number: Click or tap here to enter text.
Health Home Main Contact Email Address: Click or tap here to enter text.
Type of Provider: <input type="checkbox"/> OTP <input type="checkbox"/> OBOT <input type="checkbox"/> FQHC <input type="checkbox"/> Rural Health Clinic <input type="checkbox"/> Tribal Health Center <input type="checkbox"/> CMHSP <input type="checkbox"/> Other (please describe)
Counties Served: <input type="checkbox"/> Arenac <input type="checkbox"/> Bay <input type="checkbox"/> Clare <input type="checkbox"/> Clinton <input type="checkbox"/> Eaton <input type="checkbox"/> Gladwin <input type="checkbox"/> Gratiot <input type="checkbox"/> Hillsdale <input type="checkbox"/> Huron <input type="checkbox"/> Ingham <input type="checkbox"/> Ionia <input type="checkbox"/> Isabella <input type="checkbox"/> Jackson <input type="checkbox"/> Mecosta <input type="checkbox"/> Midland <input type="checkbox"/> Montcalm <input type="checkbox"/> Newaygo <input type="checkbox"/> Osceola <input type="checkbox"/> Saginaw <input type="checkbox"/> Shiawassee <input type="checkbox"/> Tuscola <input type="checkbox"/> Other(s):
Accreditation from a nationally recognized body specific to a health home, patient-centered medical home, or integrated care: <input type="checkbox"/> NCQA <input type="checkbox"/> AAAHC <input type="checkbox"/> Joint Commission <input type="checkbox"/> CARF <input type="checkbox"/> Other: <input type="checkbox"/> N/A

New Health Home Site Information (If different from Provider Information)
New Location Address: Click or tap here to enter text.
New Location Primary Contact: Click or tap here to enter text.
New Location Primary Contact Phone Number: Click or tap here to enter text.
New Location Primary Contact Email Address: Click or tap here to enter text.

ASAM LOC Designation(s)
Early Intervention <input type="checkbox"/> 0.5
Outpatient <input type="checkbox"/> 1.0 <input type="checkbox"/> 2.1
Opioid Treatment Program <input type="checkbox"/> Level 1
Partial Hospitalization <input type="checkbox"/> 2.5
Residential <input type="checkbox"/> 3.1 <input type="checkbox"/> 3.3 <input type="checkbox"/> 3.5 <input type="checkbox"/> 3.7
Withdrawal Management <input type="checkbox"/> 3.2 <input type="checkbox"/> 3.7
No ASAM LOC Designation(s) <input type="checkbox"/>

General Information
Please provide a brief overview of your current SUD service array/history: Click or tap here to enter text.
Please provide a general/high level narrative of how your agency would establish the requested services in the communities you serve: Click or tap here to enter text.
Please provide a general/high level description of your agency’s sustainability plan for new SUDHH sites: Click or tap here to enter text.
Brief overview of provider’s current SUD service array/history: Click or tap here to enter text.

MID-STATE HEALTH NETWORK

Opioid Health Home (OHH) Services and Responsibility Agreement

<p>MSHN CONTACT: Kyle Jaskulka PHONE: (517) 657-3009 FAX: (517) 574-4093 kyle.jaskulka@midstatehealthnetwork.org</p> <p>BILLING ADDRESS Mid-State Health Network 530 W. Ionia St.; Ste. F Lansing, MI 48933 www.midstatehealthnetwork.org</p>	<p>PROVIDER CONTACT: <NAME> PHONE: (XXX) XXX-XXXX FAX: () <E-Mail Address></p> <p>PROVIDER ADDRESS <Provider Name> <Number and Street> <City>, MI. <Zip+4></p>
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Mid-State Health Network

OPIOID HEALTH HOME (OHH) SERVICES AND RESPONSIBILITY AGREEMENT

This Agreement is made and entered into by and between **Mid-State Health Network**, (MSHN, Payor), whose business address is 530 W. Ionia St.; Suite F; Lansing, Michigan 48933 and **<PROVIDER NAME> (Provider)**, whose business address is **<ADDRESS, CITY, STATE, ZIP+4>** for necessary and authorized Opioid Health Home (OHH) services.

WITNESSETH:

Whereas, MSHN desires to enter into this Agreement with the Provider to provide the Opioid Health Home (OHH) services herein identified as the Medicaid Managed Care Organization Pre-Paid Inpatient Health Plan (PIHP) for Region 5.

Now therefore, in consideration of the requested services to be provided by the Provider and the fees to be paid by MSHN, as hereinafter set forth, MSHN and the Provider agree that the OHH services herein identified shall be provided to eligible and authorized consumer's in a frequency and quantity to be approved by the MSHN Utilization Management.

AGREEMENT TERM: This Agreement and all attachments/exhibits, which are incorporated herein by reference and made a part of this agreement, shall be effective beginning the **1st day of October 2024**, and shall continue until the **30th day of September 2025**.

CONSUMER POPULATION: The Consumer population and eligibility criteria for Medicaid OHH Services under this Agreement shall be contingent on beneficiary consent to share information and verification of eligibility as identified in the Opioid Health Home Handbook, as revised.

In order to be eligible for OHH Services, an individual must be deemed eligible as per MDHHS OHH Guidelines and be enrolled in Medicaid, the Healthy Michigan Plan, or MICHild and have a diagnosis of opioid use disorder.

OHH PROVIDER DISENROLLMENT: Notwithstanding any other provisions in this Agreement to the contrary, OHH providers wishing to discontinue OHH services must notify the regional PIHP and Michigan Department of Health & Human Services (MDHHS) at least six (6) months in advance of ceasing OHH operations. OHH services may not be discontinued without MDHHS approval of a provider-created cessation plan and protocols for beneficiary transition.

TERMINATION WITHOUT CAUSE: Either party may terminate this contract without cause upon one-hundred eighty (180) days written notice to the other party, in accordance with established MDHHS and/or MSHN requirements. The Provider shall forthwith advise MSHN in writing of its intent to terminate or not to renew this contract, regardless of when such intent is formed.

TERMINATION WITH CAUSE: In the event the Provider breaches any of the terms of this contract (and if MSHN deems such a breach to be a material breach), MSHN may terminate this contract immediately and without prior notice. The Provider is responsible for completion of services and/or completion of any required documentation prior to the effective date of termination, in accordance with specific requirements established by MDHHS and/or MSHN (if the termination is taking place upon notice) or promptly after termination of this contract (if the termination is taking place without notice or on less than 30 days notice). Upon termination, the Provider shall

immediately surrender all consumers clinical and program records (or true copies) and all medications and personal property belonging to the consumers or to MSHN. All other records (or true copies) required by this contract shall be given to MSHN within fourteen (14) days of termination.

LICENSING: The Provider shall maintain the appropriate licensure, accreditation and/or certification as required under applicable Federal and State statutes and regulations. The Provider shall ensure all services are provided by staff licensed and/or certified under applicable Federal and State statutes and regulations to do so.

OHH PROVIDER SERVICE EXPECTATIONS: Provider shall perform and provide services under this agreement as more fully described and identified in Exhibit A.

MDHHS OPIOID HEALTH HOME (OHH) HANDBOOK: Provider shall follow all rules and requirements outlined in the Opioid Health Home Handbook issued by MDHHS, incorporated into by reference and made a part of this agreement – pdf copy sent as an additional attachment ([OHH Handbook \(michigan.gov\)](https://www.michigan.gov)).

CLAIMS: The Payor shall make contract payments to the Provider in accordance with the requirements of the MDHHS/PIHP Master Contract, and applicable State and federal laws, including Medicaid regulations. The monthly case rate to be paid by the Payor to the Provider as reimbursement for valid encounters for authorized covered services rendered by the Provider during the term of this Agreement, and as more fully described in Exhibit B. The Provider shall complete the proper claims payment forms for the services authorized within sixty (60) days of the service date. Provider shall submit claims in accordance with MSHN policy, procedures and direction from the MSHN finance department staff. The Provider agrees to follow all applicable MDHHS policies to ensure the beneficiary is not liable for costs greater than would be expected for in network services including a prohibition on balance billing in compliance with 42 CFR 438.106, 42 CFR 438.116 and the Medicaid Provider Manual. Provider shall follow the MDHHS issued [Health Home Encounter Codes and Rates for OHH \(Michigan.gov\)](https://www.michigan.gov) guidance.

FUNDING: This Agreement is contingent upon receipt by MSHN of sufficient federal, state and local funds, upon the terms 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 Provider if it would result in any reduction of the funding upon which this Agreement is contingent.

THIRD PARTY PAYMENTS: If applicable to the provider type, the Provider agrees to pursue any other possible third party insurance benefits available to cover the charges related to the provision of consumer care. This includes participating in the Medicare program or other commercial insurance plan as an inpatient or outpatient substance use disorder service provider as indicated. The Provider agrees to follow all applicable coverage rules in order to capture reimbursement from other health insurers prior to billing MSHN. The Provider understands that MSHN is the funding source of last resort and that any costs incurred due to failure to follow appropriate third party insurance rules will not be reimbursed by MSHN.

UNALLOWABLE COSTS: Should the Provider fail to fulfill its obligations as specified in this Agreement, thereby resulting in unallowable Medicaid or non-Medicaid program supports/services or costs/claims, it shall not be reimbursed by the Payor for unallowable costs/claims. This requirement shall survive the termination of this Agreement and reimbursements shall be made by the Provider at the time when the Payor discovers that it has made unallowable payments for unallowable Medicaid or non-Medicaid program supports/services or costs/claims have occurred and thereby financial paybacks by the Provider are required.

RECIPIENT RIGHTS: The Provider's Office of RR agrees to accept jurisdiction of any and all recipient rights complaints made by, or on behalf of consumers covered by this Agreement. Where appropriate, the CEO of the Provider shall issue a Summary Report complying with the requirements of Section 782 of the Michigan Mental

Health Code. Copies of all complaint documentation will be submitted to MSHN's Consumer Services and Right's Specialist upon completion. The Provider agrees to forward any appeal requests made to the Provider's Office of Recipient Rights upon receipt. The Consumer Services and Right's Specialist of MSHN shall retain final jurisdiction to directly provide any and all rights protection services.

RECORDS: The Provider agrees that its records pertaining to consumers shall be kept, preserved and alternatively maintained for seven (7) years from the date of service to the consumer, regardless of any change in ownership or termination of service for any reason. All of the Provider's records, including consumer medical records, shall be readily available at any reasonable time for examination or audit, and the Provider shall fully cooperate in the examination or auditing of its records by MSHN, its agents, or any appropriate funding source or governmental agency. Provider understands and agrees that all records pertaining to the consumer referenced and the service(s) to be provided shall be submitted to MSHN for inclusion into the consumer's medical chart(s) within fifteen (15) days of the service being provided.

CONFIDENTIALITY: The Provider agrees that all exchanged records, including any computer based records, if any, shall be kept confidential in accordance with policies, rules or laws of MSHN, the MDCH, the MHC, the HIPAA, and any other applicable federal standards and/or confidentiality requirements, and that all computer access codes and any other computer authorizations shall be kept confidential in a manner that ensures that information is safeguarded from unauthorized access. Both parties agree to the terms of the attached **HIPAA/HITECH BUSINESS ASSOCIATE AGREEMENT** and that the Business Associate Agreement as attached is incorporated into this agreement.

MICHIGAN LAW: This Agreement shall be construed according to the laws of the State of Michigan as to the interpretation, construction and performance.

COMPLIANCE: The parties hereto and their officers, employees, servants, and agents shall perform all their respective duties and obligations under this Agreement in compliance with all applicable federal, state, and local laws, ordinances, rules and regulations.

LIABILITY INSURANCE: PROVIDER, at its sole expense, must obtain and/or maintain the insurance coverage identified below. All required insurance must protect the MSHN from claims that arise out of, are alleged to arise out of, or otherwise result from PROVIDER's or subcontractor's performance.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
<u>Minimum Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations	
Automobile Liability Insurance	
If a motor vehicle is used in relation to the PROVIDER's performance, the PROVIDER must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.	
Workers' Compensation Insurance	
<u>Minimum Limits:</u> Coverage according to applicable lawgoverning work activities	Waiver of subrogation, except where waiver is prohibited by law.
Privacy and Security Liability (Cyber Liability) Insurance	
<u>Minimum Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	PROVIDER must have their policy cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
Professional Liability (Errors and Omissions) Insurance	
<u>Minimum Limits:</u> \$1,000,000 Each Occurrence \$3,000,000 Annual Aggregate	

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

PROVIDER must: (i) provide insurance certificates to MSHN, containing the agreement or delivery order number, at the time of contract execution and within twenty (20) calendar days of the expiration date of the applicable policies; (ii) require that subcontractor's maintain the required insurances contained in

this Section; (iii) notify the PAYOR within five (5) business days if any policy is cancelled; and (iv) waive all rights against MSHN for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

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

PROVIDER shall maintain unemployment compensation insurance, workers' compensation insurance and auto insurance (when applicable) for all of PROVIDER 's employees in accordance with the requirements of all applicable Federal and State laws and regulations, including without limitation the Michigan Workers' Disability Compensation Law.

PROVIDER agrees that insurance companies authorized to do business in the State of Michigan shall issue all insurance policies required hereunder. PROVIDER shall give MSHN written notice of any changes in or cancellation of the insurance policies, required to be maintained by PROVIDER, at least thirty (30) days before the effective date of such changes or cancellations.

Notwithstanding the foregoing, if PROVIDER elects not to procure and maintain such insurance, PROVIDER may satisfy the insurance requirement by either (i) purchasing self-insured retention ("SIR") policy on such terms and conditions as MSHN determines to be sufficient to satisfy the foregoing insurance requirements; or (ii) placing in escrow an amount equal to the insurance limits in escrow with an independent third party pursuant to the terms of an escrow agreement, as agreed upon by MSHN and PROVIDER.

CREDENTIALING/RE-CREDENTIALING: PROVIDER agrees to meet MSHN and MDHHS credentialing and recredentialing requirements, required criminal background checks, and accepts and shall abide by all credentialing policies and procedures.

INDEMNIFICATION: The Provider shall, at its own expense, protect, defend, indemnify and hold harmless MSHN, its officers, employees and agents, from all damages, costs, and expenses, including but not limited to costs from administrative proceedings, court costs and attorney fees, that they may incur as a result of any acts, omissions or negligence of the Provider, or its officers, employees, or agents that may arise out of this Agreement. The Provider's responsibilities as set forth in this section shall not be mitigated by the insurance coverage obtained by the Provider pursuant to the requirements of this Agreement.

SUBCONTRACT: PROVIDER shall not subcontract any portion of this agreement without the prior written authorization of MSHN. However, any such subcontract shall not terminate the legal responsibility of the Provider to assure that all services required of it hereunder are fulfilled. The Provider agrees that any such subcontract shall:

- a. Be in writing, and include a full specification of the subcontracted services;
- b. Contain a provision stating that this Agreement is incorporated by reference into the subcontract and made a part thereof;
- c. Contain a provision stating that the subcontract is subject to the terms and conditions of this Agreement, and expressly incorporating this Agreement into the subcontract, and
- d. Contain all subcontracting requirements of the MDHHS/PIHP Contract, under applicable sections "Subcontract".

NOTICES: PROVIDER shall notify MSHN within seven (7) business days of any of the following events: (i) of any civil, criminal, or other action brought against it for any reason or any finding of any licensing/regulatory body or

accrediting body, the results of which suspend, revoke, or in any way limits PROVIDER authority to render Covered Services: (ii) of any actual or threatened loss, suspension, restriction or revocation of PROVIDER license or ability to fulfill its obligations under this agreement; (iii) of any malpractice action filed against PROVIDER; (iv) of any charge or finding of ethical or professional misconduct by PROVIDER; (v) of any loss of PROVIDER professional liability insurance or any material change in PROVIDER liability insurance; (vi) of any material change in information provided to MSHN in the accompanying PROVIDER Network Application or in the Credentialing Information concerning any PROVIDER; (vii) any other event which limits PROVIDER ability to discharge its responsibilities under this Agreement professionally, promptly and with due care and skill or (viii) PROVIDER is excluded from participation with the Federal procurement programs or any healthcare program (including the Medicare and Medicaid Programs). PROVIDER agrees to furnish MSHN's CEO with immediate notice of any severe incident involving any recipient of OHH services performed under the terms of this agreement.

AMENDMENTS: Any amendments or changes to the terms and services of this agreement shall only become effective upon mutual acceptance and signed by both parties of any such amendments.

RESOLUTION OF DISPUTES: Every attempt shall be made to jointly resolve contract and service issues/disputes between MSHN and PROVIDER.

Unresolved contract issues, as to specific provisions of this Agreement and implementation thereof, and/or service disputes hereunder shall be referred to MSHN's CEO for a final determination in accordance with the MSHN PROVIDER Appeal Policy and Procedure. MSHN's CEO shall furnish PROVIDER's CEO/Director with written notice of any such final determination hereunder.

Each party hereto maintains the right to seek recourse, at its options, through legal remedies in a court of competent jurisdiction.

Notwithstanding any other provision in this Agreement, the parties hereto agree that the payments from MSHN to the PROVIDER under this Agreement shall not be stopped, interrupted, reduced, or otherwise delayed as a consequence of the pendency of any dispute arising under this Agreement.

<SIGNATURES FOLLOW NEXT PAGE>

CERTIFICATION OF AUTHORITY TO SIGN THE AGREEMENT. The person signing this Agreement on behalf of the parties hereto certify by said signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully executed this Agreement on the day and the year first above written.

<PROVIDER NAME>

Mid-State Health Network

AUTHORIZED SIGNATURE

Joseph P. Sedlock

TITLE

Chief Executive Officer
TITLE

DATE

DATE

EXHIBIT A: PERFORMANCE INDICATORS AND OBJECTIVES

- A.** The Provider shall support and coordinate as needed with the MSHN Quality Improvement Program.
- B.** The Provider agrees to cooperate fully in the Payor's implementation of: (1.) quantitative and qualitative member assessments periodically, including Consumer satisfaction surveys and other Consumer feedback methodologies; and, (2.) studies to regularly review outcomes for service recipients as a result of programs, treatment, and community services rendered to individuals in community settings and (3.) the Payor's comprehensive, continuous, integrated system of care for persons with co-occurring mental illness and SUD. (4.) the Payor's contract monitoring performed annually (minimally).
- C.** The Provider will be responsible to be aware of Pay-for-Performance (P4P) elements as indicated by MDHHS. It is the expectation that services provided will achieve desired results, annually, to include:
- Initiation and engagement of alcohol and other drug (AOD) dependence treatment (0004), Initiation of AOD Treatment within 14 days
 - Follow-up after Emergency Department Visit for Alcohol or Other Drug Dependence (FUA-AD), Follow-up within 7 days after discharge
 - Emergency Department Utilization for SUD per 1,000 Medicaid Beneficiaries
- D.** Service Expectation
1. A current assessment is available for each Consumer served.
 2. Each service that has been provided is supported by documentation meeting all requirements.
 3. Services that are outlined in the care plan are being provided.
 4. Services that are outlined in the care plan are provided at the intensity that is specified.
 5. Claims submitted for services provided are consistent with the service that was provided and reflect the staff that provided the service.
 6. Applicable licensing, certification and/or accreditation are up to date.
 7. Provider shall comply with all expectations contained in the MDHHS OHH Handbook

EXHIBIT B: BILLING OF AND PAYMENTS FOR VALID SERVICE
REIMBURSEMENT CLAIMS

- A. The Payor shall make contract payments to the Provider in accordance with the requirements of the MDHHS/PIHP Master Contract, and applicable State and federal laws, including Medicaid regulations. The monthly case rate to be paid by the Payor to the Provider as reimbursement for valid encounters for authorized covered services rendered by the Provider during the term of this Agreement shall be as follows:

HCPCS Code	Modifier	Provider Reimbursement Rate
S0280	HG	\$291.58

- B. The Provider shall be solely responsible for transportation of its staff to and from Payor-designated service sites and any associated expenses. The Provider shall not be paid by the Payor for the time spent by the Provider's staff in travel to and from Payor-designated service sites. Travel, transportation, and associated costs of the Provider have been considered in the Payor's determinations of the claims reimbursement methodology/rate(s) for authorized services under this Agreement.
- C. The Provider shall submit claims no less than monthly for each month in which services are rendered under this Agreement. In order to be considered valid claims for which payments from the Payor may be made, the Provider's billing of covered services claims must be received by the Payor within ninety (90) days following the completion of the month in which the services were rendered by the Provider hereunder. The Payor shall authorize, and process, services claims payments to the Provider within thirty (30)

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

Upon completion of Payor's fiscal year and/or upon termination of this Agreement, a final contract reconciliation shall be completed wherein the claims billed by the Provider and the claims paid by the Payor and the total of the funds paid by the Payor to the Provider for the fiscal year shall be reviewed and reconciled in direct accordance with the service and financial provisions hereunder in order to assure that the Payor's payments to the Provider have not exceeded the Payor's obligations under this Agreement. Said contract reconciliation shall be completed in full compliance with the MDHHS/PIHP Master Contract, and applicable State and federal laws, including Medicaid regulations. Any amount due to the Payor or to the Provider as a final contract account reconciliation hereunder shall be paid within sixty (60) days after notification of the Payor's final determination.

HIPAA/HITECH BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (“Addendum”) supplements and is incorporated into the agreement between MSHN (COVERED ENTITY) and the Provider (BUSINESS ASSOCIATE OR “BA”), and is effective as of the date of the use or disclosure of Protected Health Information (“PHI”) as defined below (the “Addendum Effective Date”).

WHEREAS, the Parties wish to enter into or have entered into the Agreement whereby Business Associate will provide certain services to, for, or on behalf of Covered Entity which may involve the use or disclosure of PHI, and, in such event, pursuant to such Agreement, Business Associate may be considered a “Business Associate” of Covered Entity as defined below;

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with, to the extent applicable, the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Standards for Privacy of Individually Identifiable Health Information promulgated thereunder by the U.S. Department of Health and Human Services at 45 CFR Part 160 and Part 164 (the “Privacy Rule”), the Standards for the Security of Electronic Protected Health Information promulgated thereunder by the U.S. Department of Health and Human Services at 45 CFR Part 160, Part 162, and Part 164 (the “Security Rule”), and the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”);

WHEREAS, the purpose of this Addendum is to satisfy, to the extent applicable, certain standards and requirements of HIPAA, the Privacy Rule, the Security Rule and the HITECH Act, including applicable provisions of the Code of Federal Regulations (“CFR”);

NOW, THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the Parties agree as follows:

1. Definitions.

a. “Business Associate” in addition to identifying one of the Parties to this Addendum as set forth above, shall have the meaning given to such term under 45 CFR § 160.103.

b. “Breach” means the acquisition, access, use, or disclosure of protected health information in a manner not permitted under subpart E of 45 CFR Part 164 which compromises the security or privacy of PHI:

(i) For purposes of this definition, compromises the security or privacy of the protected health information means poses a significant risk of financial, reputational, or other harm to the individual.

(ii) A use or disclosure of protected health information that does not include the identifiers listed at 45 CFR 164.514(e)(2), date of birth, and zip code does not compromise the security or privacy of the protected health information.

The term “Breach” excludes:

(i) Any unintentional acquisition, access, or use of protected health information by a workforce member or person acting under the authority of a covered entity or a business associate, if such acquisition, access, or use was made in good faith and within the scope

of authority and does not result in further use or disclosure in a manner not permitted under subpart E of 45 CFR Part 164.

(ii) Any inadvertent disclosure by a person who is authorized to access protected health information at a covered entity or business associate to another person authorized to access protected health information at the same covered entity or business associate, or organized health care arrangement in which the covered entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under subpart E of 45 CFR Part 164.

(iii) A disclosure of protected health information where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

c. “Covered Entity” in addition to identifying one of the Parties to this Addendum as set forth above, shall have the meaning given to such term under 45 CFR § 160.103.

d. “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 CFR §164.501.

e. “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium, including paper record, audio recording, or electronic format:

(i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care (which includes care, services, or supplies related to the health of an individual) to an individual; or the past, present or future payment for the provision of health care to an individual; and

(ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and

(iii) that shall have the meaning given to such term under 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

f. “Electronic Protected Health Information” or “ePHI” means PHI transmitted by, or maintained in, electronic media, as defined in 45 CFR § 160.103.

g. “Individual” shall have the same meaning as the term “individual” in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502.

h. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR § 164.103.

i. “Secretary” shall mean Secretary of the Department of Health and Human Services or designee.

j. “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, as defined in 45 CFR § 164.304.

k. “Unsecured Protected Health Information” or “UPHI” shall mean unsecured PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5 on the HHS Web site.

I. "Catch-All Definition" Terms used, but not otherwise defined in this Addendum shall have the same meanings as those terms in the Agreement, the Privacy Rule, the Security Rule, or the HITECH Act, as the case may be.

2. Rights and Obligations of Business Associate.

a. Permitted Uses and Disclosures. Except as otherwise Required by Law or limited in this Addendum or the Agreement, Business Associate may use or disclose PHI as permitted by the Privacy Rule and to perform functions, activities, or services to, for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule or the Security Rule if made by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. Business Associate may use or disclose PHI for the proper management and administration of the Business Associate as permitted by the Privacy Rule.

b. Nondisclosure. Business Associate shall not use or further disclose PHI other than as permitted or required by this Addendum or the Agreement or as Required by Law.

c. Safeguards. Business Associate shall use appropriate and reasonable safeguards to prevent use or disclosure of PHI other than as provided for by this Addendum. To the extent applicable, Business Associate shall comply with the Security Rule's administrative, technical and safeguard requirements. In addition, to the extent applicable, Business Associate shall implement Administrative Safeguards, Physical Safeguards, and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, or transmits on behalf of Covered Entity and shall maintain and implement reasonable policies and procedures that prevent, detect, contain and correct security violations of ePHI. Risk analysis is a requirement in § 164.308(a)(1)(ii)(A). Conducting a risk analysis is the first step in identifying and implementing safeguards that comply with and carry out the standards and implementation specifications in the Security Rule. Business Associate shall attest to conducting an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of electronic protected health information held by the Business Associate. Business Associate shall make its policies, procedures and documentation required by the Security Rule relating to the Safeguards available to the Secretary for the purpose of determining Covered Entity's compliance with the Security Rule.

d. Reporting of Disclosures. Business Associate shall report to Covered Entity any use or disclosure of PHI not provided for by this Addendum of which Business Associate becomes aware. In addition, from and after execution of this Addendum, Business Associate shall report to Covered Entity any Security Incident of which it becomes aware.

e. Notification in Case Breach. If Business Associate and/or Covered Entity access, maintain, retain, modify, record, store, destroy, or otherwise hold, use, or disclose UPHI, and Business Associate becomes aware of a Breach of such UPHI, Business Associate shall notify Covered Entity of such Breach in writing within thirty (30) days of discovery of such Breach. Such notice shall include the identification of each individual whose UPHI has been, or is reasonably believed by Business Associate to have been accessed, acquired, or disclosed during such Breach.

f. Business Associate's Agents. Business Associate shall ensure that any agents, including subcontractors, to whom Business Associate provides PHI received from (or created or received by Business Associate on behalf of) Covered Entity agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI. In addition, Business Associate shall

ensure that any agent, including a subcontractor, to whom it provides ePHI received from Covered Entity agrees to implement reasonable and appropriate safeguards to protect it.

g. Access to PHI. To the extent applicable, Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524 (if Business Associate has PHI in a Designated Record Set).

h. Amendment of PHI. To the extent applicable, Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

i. Documentation and Accounting of Disclosures. To the extent applicable, Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. To the extent applicable, Business Associate agrees to provide to Covered Entity or an Individual, in time and manner reasonably designated by Covered Entity, information collected in accordance with this Addendum, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

j. Internal Practices. Subject to any applicable legal privilege, and, if required by law, to the extent consistent with ethical obligations, Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from Covered Entity (or created or received by Business Associate on behalf of Covered Entity) available to the Secretary for purposes of the Secretary determining the Covered Entity's compliance with HIPAA and the Privacy Rule.

k. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI in violation of the requirements of this Addendum.

3. Obligations of Covered Entity.

a. Covered Entity shall provide Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.

b. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522.

d. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if made by Covered Entity, to the extent that such change may affect Business Associate's use or disclosure of PHI.

e. Covered Entity shall use appropriate and reasonable safeguards to prevent use or disclosure of PHI. Covered Entity shall comply with the Security Rule's administrative, technical and safeguard requirements. In addition, Covered Entity shall implement Administrative Safeguards, Physical Safeguards, and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, or transmits and shall maintain and implement reasonable policies and procedures that prevent, detect, contain and correct security violations of ePHI. Covered Entity shall make its policies, procedures and documentation required by the Security Rule relating to the Safeguards available to the Secretary for the purpose of determining Covered Entity's compliance with the Security Rule.

f. Covered Entity agrees to mitigate, to the extent practicable, any harmful effect that is known to Covered Entity of a use or disclosure of PHI or a Breach of UPHI by Covered Entity in violation of legal requirements.

g. Covered Entity agrees to ensure that any agent, including a subcontractor, to whom it provides PHI agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

h. Covered Entity shall comply with the administrative requirements set forth in the HIPAA Privacy Rule Part 164.

4. Term and Termination.

a. Term. The Term of this Addendum shall become effective as of the Effective Date of the preceding agreement that this addendum is incorporated into and shall terminate upon the termination date identified in the preceding agreement **AND** when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, the parties agree that the protections, limitations, and restrictions contained in this Addendum shall be extended to such information, in accordance with the termination provisions of this Section. The provisions of this Addendum shall survive termination of the Agreement to the extent necessary for compliance with HIPAA and the Privacy Rule and Security Rule.

b. Material Breach. A material breach by either party of any provision of this Addendum shall constitute a material breach of the Agreement.

c. Reasonable Steps to Cure If Covered Entity learns of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of the Business Associate's obligations under the provisions of this Addendum, then Covered Entity shall provide written notice to Business Associate of the breach and Business Associate shall take reasonable steps to cure such breach or end such violation, as applicable, within a period of time which shall in no event exceed thirty (30) days. If Business Associate's efforts to cure such breach are unsuccessful, Covered Entity may terminate the Agreement immediately upon written notice.

d. Effect of Termination.

1. Except as provided in paragraph 2 of this Section 4(d), upon termination of the Agreement for any reason, Business Associate shall return or destroy all PHI received from Covered Entity (or created or received by Business Associate on behalf of Covered

Entity) that Business Associate still maintains in any form, and shall retain no copies of such PHI.

2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible, and shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. The obligations of Business Associate under this Section 4(d)(2) shall survive the termination of the Agreement.

5. Amendment to Comply with Law. The Parties acknowledge that amendment of the Agreement may be required to ensure compliance with the applicable standards and requirements of HIPAA, the Privacy Rule, the Security Rule, the HITECH Act and other applicable laws relating to the security or confidentiality of PHI and/or ePHI. Upon Covered Entity's request, Business Associate agrees to promptly enter into negotiations with Covered Entity concerning the terms of an amendment to the Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule, the Security Rule, the HITECH Act or other applicable laws relating to security and privacy of PHI and/or ePHI. Covered Entity may terminate the Agreement upon thirty (30) days' written notice in the event Business Associate does not promptly enter into negotiations to amend the Agreement when requested by Covered Entity pursuant to this Section, or Business Associate does not enter into an amendment to the Agreement in order to bring it into compliance with, to the extent applicable, HIPAA, the Privacy Rule, the Security Rule, the HITECH Act or other applicable laws relating to security and privacy of PHI and provide assurances regarding the safeguarding of PHI and/or ePHI that Covered Entity, in its reasonable discretion, deems sufficient to satisfy the standards and requirements of HIPAA, the Privacy Rule, the Security Rule, or any other applicable laws relating to security and privacy of PHI and/or ePHI.

6. Effect on Agreement. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with a material term of this Addendum, all other terms of the Agreement shall remain in full force and effect.

7. Regulatory References. A reference in this Addendum to a section in the Privacy Rule or Security Rule means the section as in effect or as amended, and for which compliance is required.

The Provider attests that a risk analysis has been completed as part of their security management process and is in accordance with 45 CFR 164.306 and 164.308 (a)(1)(ii)(A). The Provider agrees to provide a copy of the risk analysis to the PIHP, upon request.