

SERVICES CONTRACT

BETWEEN

**COMMUNITY MENTAL HEALTH SERVICES
OF MUSKEGON COUNTY**

AND

HOSPITAL

SERVICES CONTRACT

I. GENERAL PROVISIONS

A. PARTIES

This contract is between **Community Mental Health Services of Muskegon County**, 376 E. Apple Avenue, Muskegon, MI, 49442, hereinafter referred to as the "PAYOR" in this contract and as the "CMH" in **Attachment A: Inpatient Affiliation Provider Manual**, and **Hospital**, Address, hereinafter referred to as the "PROVIDER", for the provision of **Community Inpatient, Partial Hospitalization, and ECT Services**.

B. AUTHORITY

The PAYOR, as a Community Mental Health Services Program (CMHSP) and the Michigan Department of Community Health (MDCH) have entered into a MDCH/CMHSP Managed Mental Health Supports and Services Contract for General Funds granted under the authority by Section 116 (2) (b) and 3 (e), and Section 228 of Act 258 of the Public Acts of 1974, as amended, of the Michigan Mental Health Code (MHC).

The MDCH has approved the Lakeshore Behavioral Health Alliance (**for Muskegon Only**), hereinafter referred to as the Prepaid Inpatient Health Plan (PIHP), to contractually manage the 1915 (b) Specialty Services Waiver Program and the 1915 (c) Habilitation Supports Waiver Program approved by the Federal government and implemented concurrently by the State of Michigan in designated Medicaid service areas.

The MDCH and the PIHP have entered into a MDCH/CMHSP Managed Specialty Supports and Services Contract for Medicaid funds for the provision of Medicaid mental health and substance abuse services and supports.

The PIHP and the PAYOR have entered into a PIHP/CMHSP Medicaid Subcontracting Agreement whereby the PIHP subcontracts to the PAYOR, as an affiliate and a Comprehensive Specialty Services Network, to provide the Medicaid mental health specialty supports and services to Medicaid eligibles within the specific County(ies) of the PAYOR in said PIHP Medicaid services area. The PAYOR, at its discretion, has the right to direct-operate and/or contract for supports and services.

This contract is entered into for mental health services under the authority granted PAYOR by Section 116 (2) (b) (3) (e) and Section 228 of Act 258 of the Public Acts of 1974, as amended, hereinafter referred to as the "Mental Health Code"; and the management contract between Michigan Department of Community Health, hereinafter referred to as MDCH; and PAYOR. This contract is in accordance with the rules, regulations, and standards of the MDCH, hereinafter referred to as the "Rules", adopted and promulgated in accordance with the Mental Health Code. The Mental Health Code, the MDCH Rules, the management contract between MDCH and PAYOR, and applicable State and Federal laws will govern the expenditure of funds and provisions of supports/services hereunder and will govern in any area not specifically covered by this contract.

C. COMPLIANCE WITH THE MDCH MASTER CONTRACT

It is understood and agreed upon by the PROVIDER that this contract is subject to the terms and conditions of the Master Contract for General Funds between the PAYOR and MDCH and the Master Contract for Medicaid Funds between the PIHP and MDCH. The

provisions of this contract shall take precedence over the Master Contracts unless a conflict exists between the provision of this contract and the Master Contracts, wherein the provisions of Master Contracts 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 Master Contracts with the MDCH;
2. Restates provisions of the Master Contracts with the MDCH to afford the CMHSP or the PIHP the same or substantially the same rights and privileges as the MDCH; or,
3. Requires the PROVIDER to perform duties and/or services in less time than required of the CMHSP or the PIHP in the Master Contracts with MDCH.

D. PURPOSE

The purpose of this contract is to specify the conditions, obligations, and duties of the respective parties with regard to certain psychiatric services. These services are specified in **Attachment A: Inpatient Affiliation Provider Manual**, a copy of which has been delivered to the PROVIDER. Eligible consumers are persons covered under the Medicaid program, MI Child program or the Medically Indigent program.

E. TERM OF CONTRACT

The term of this contract will commence on **October 1, 2011**, and will continue through **September 30, 2013**. The respective parties may extend this contract for successive periods not to exceed ninety (90) days upon a signed written agreement. Review of the contract for the purpose of re-negotiations will be initiated prior to the date of expiration.

F. RELATIONSHIP AMONG THE PARTIES

In performance of duties and responsibilities under this contract, the PROVIDER and the PAYOR expressly understand and agree:

1. The PAYOR will not be construed, represented, or held to be a partner, associate, co-employer, or joint venturer. The PROVIDER will at all times have the status of an independent contractor and PAYOR will have no liability under the theory of respondeat superior, agency law, employment law, partnership law or any other third party liability theory. PAYOR will neither have nor exercise any control or direction over the clinical judgement of the professionals employed by or under contract to the PROVIDER or over the methods or manner by which they perform their work under this Agreement.
2. The MDCH and the State of Michigan are not parties to, nor responsible for any payments under this contract and neither the MDCH or the PROVIDER is party to any employer/employee relationship of the PAYOR.
3. The employees, servants, agents and the subcontractor(s) of either of the parties to this contract will not be deemed to be and will not hold themselves out as the employees, servants, agents and subcontractor(s) of the other party. The employees, servants, agents and subcontractor(s) of each of the parties hereto will not be entitled to any fringe benefits otherwise provided by the other party to its employees, such as, but not limited to, health and accident insurance, life

insurance, paid vacation leave, paid sick leave, and longevity. Each of the parties hereto will be responsible for withholding and payment of all income and social security taxes to the proper Federal, State, and local governments for its employees and for carrying worker's compensation coverage for its employees, as required by law.

G. COVENANTS, LAWS, RULES, POLICIES, AND PROCEDURES

1. The PROVIDER agrees to comply with all applicable Federal, State, Local laws as they currently exist or may be amended, including but not limited to the following:

a. Non-Discrimination with Respect to Hiring Employees and Relative to the Receipt of Services

Non-discrimination with respect to hiring, tenure, terms, conditions, or privileges of employment or with respect to a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status, or disability status pursuant to the Elliott Larsen Civil Rights Act of 1976 PA 453, Section 209, as amended, and the Americans' With Disabilities Act and the Michigan Handicapper Civil Rights Act, and in keeping with Federal, State or Local laws prohibiting employment discrimination (41 CFR Part 60 and the Fair Labor Standards Act); non-discrimination against minority-owned, women-owned, and handicapper-owned businesses in subcontracting; and makes discrimination a material breach of contract.

Non-discrimination relative to the receipt of services, including but not limited to Section 504 of the Rehabilitation Act of 1973 (29 US Sec. 794) the Americans with Disabilities Act of 1990; Fair Housing Act Amendments of 1988 (42 USC Sec. 3601 et seq.); Michigan Handicapper Civil Rights Act Public Act 121 of 1990 (MCL Sec. 37.1102 et seq.); Michigan Mandatory Special Education Act (MCL Sec. 380.1 et seq.); and Title VI of the Civil Rights Act of 1964 including non-discrimination relative to limited English language proficiency.

b. The Hatch Act

The PROVIDER agrees to comply with the Hatch Act (5 U.S.C. 1501-1508) and Intergovernmental Personnel Act of 1970, as amended by Title VI of Civil Service Reform Act (Public Law 95-454 Section 4728).

c. Conflict of Interest

The PROVIDER affirms that no principal, representative, agent or other person acting on behalf of PROVIDER is currently an employee nor has any business interest with a department, agency or office of the State of Michigan or County, which impairs or might appear to impair that person's independent unbiased judgement when performing responsibilities to the CMHSP or its affiliates. The PROVIDER understands that the PAYOR may seek information from agency or agencies involved with the PROVIDER, its employees, principals, directors, or agents of same, for a possible conflict of interest situation, and if any such conflict is identified, may take action to terminate this contract. (See ***RFPP Attachment A: Conflict of Interest Compliance Certificate***)

- d. The Anti-Kickback Statute
The PROVIDER agrees to comply with the Federal Anti-Kickback Statute (18 USC 874 & 29 CFR Part 3)
- e. The Michigan Whistleblowers' Protection Act
The PROVIDER agrees to comply with Public Act 469 of 1980, being MCL 15.361 et seq., otherwise known as the Whistleblowers' Protection Act.
- f. OSHA and/or MIOSHA Regulations
The PROVIDER agrees to comply with OSHA and/or MIOSHA Regulations.
- g. Michigan Mental Health Code
The PROVIDER agrees to comply with the Michigan Mental Health Code rules regarding privileged and confidential information Public Act 1974, No. 258, (MCL 330.1001 et. seq.) as amended. The PROVIDER will also assure compliance with PAYOR'S policies and procedures regarding confidentiality and release of consumer information, or maintain their own recipient rights policies and procedures, which mirror the PAYOR'S policies.
- h. The Child Protection Act, Adult Protective Services Act and Assault Reporting
The PROVIDER will comply with the Child Protection Act, Adult Protective Services Act and Assault Reporting (MCL 330.1723).
- i. The Anti-Lobbying Act
Anti-Lobbying Act: The Provider will comply with the Anti-Lobbying Act, 31USC 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). Further, the PROVIDER shall require that the language of this assurance be included in the award documents of all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- j. The Drug Free Workplace Act of 1988, 34 CFR Part 85, Subpart F.
- k. Conduct all portions of Committee and full PROVIDER Board meetings pertaining to CMH Board-funded programs in the same manner as required for meetings of public bodies under the Open Meetings Act, P.A. 267 of 1976, being sections 15.261 to 15.275 of the Michigan Compiled Laws.
- l. Health Insurance Portability and Accountability Act (HIPAA).
Health Insurance Portability and Accountability Act (HIPAA) of 1996 P.C. 104-191: Achieve compliance with all aspects of the HIPAA Administrative Simplification Regulations that are relevant to this contract by the compliance deadlines currently stated in the regulations. This includes

modifications to the compliance deadlines that may be published in the future and to maintain compliance from that point forward for as long as the HIPAA regulations are deemed to apply to the subject of this contract and subject to subcontractors.

If the PROVIDER has Electronic Data Interchange, then:

- (i). Ensure that Electronic Data Interchange (EDI), data handling, network configuration, systems security, and data storage will be conducted in a manner that is in compliance with the security, privacy, and administrative simplification mandates required by the Health Insurance Portability and Accountability Act of 1996.
- (ii). Maintain an Information System sufficient to support the contractual requirements including: history of encounter experience for all persons in service; quality improvement; reporting of encounter data, financial data, consumer demographics, and service use and performance indicators; and evaluation of services and programs.
- (iii). Maintain policy and procedures to ensure compliance with Federal, State, and PAYOR stipulations regarding the integrity and security of the Information Systems, including: the deterrence of sabotage, fraud, and criminal mischief; the facilitation of continued operation of the system in the event of an emergency; and the protection of confidentiality of consumer level information.
- (iv). To the extent the parties are sharing consumer information and records in the course of providing care to the consumers, such uses and sharing of information shall be done in accordance with each of the parties' respective obligations under this contract, and in accordance with and pursuant to Federal and State laws and regulations, including the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, 45 CFR Part 160 and 164, providing for the protection of consumer health information. The parties hereby agree to appropriately use and safeguard consumer health information provided or disclosed to each other and to keep such information in strictest confidence in order to protect the privacy of all consumers, including but not limited to providing consumers with a Notice of Privacy Practices that complies with the HIPAA privacy rules which will be available for inspection by PAYOR upon request. In addition, the business affairs and information of the parties, including, and without limitation to, information shared pursuant to this contract, are confidential and neither party will discuss such matters with or disclose the contents of this contract to anyone who is not a trustee, officer, agent, or a fiduciary of either party having a need to know such information in performance of his/her duties, all of whom shall be subject to this provision concerning confidentiality. The obligations set forth in this section are intended to carry on beyond the term of this contract, irrespective of whether this contract is terminated as provided herein or expires on its own terms.

m. Pro-Children Act.

Pro-Children Act: The PROVIDER will comply with Public Law 103-227, also known as the Pro-Children Act of 1994, 20 USC 6081 et seq., which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by the PROVIDER and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or Local governments, by Federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The PROVIDER also assures that this language will be included in any sub-awards, which contain provisions for children's services.

The PROVIDER also assures, in addition to compliance with Public Law 103-227, any service or activity funded in whole or in part through this agreement will be delivered in a smoke-free facility or environment. Smoking shall not be permitted anywhere in the facility, or those parts of the facility under the control of the PROVIDER. If activities or services are delivered in facilities or areas which are not under the control of the PROVIDER, (e.g., a mall, restaurant or private work site), the activities or services shall be smoke-free.

n. Unfair Labor Practices: Pursuant to 1980 PA 278, as amended, MCL 423.321 et seq.

The PAYOR shall not award a contract or subcontract to an employer or any subcontractor, manufacturer or supplier of the employer, whose name appears in the current register of Bureau of Employment Relations engaged in Unfair Labor Practices compiled by the Michigan Department of Human Services Office of Children and Adult Licensing. The PAYOR may void any contract if, subsequent to award of the contract, the name of the PROVIDER as an employer, or the name of the subcontractor, manufacturer or supplier of the PROVIDER, appears in the register.

o. Debarment and Suspension Federal Regulations.

The PROVIDER will comply with Federal Regulation 45 CFR Part 76 and certifies to the best of its knowledge and belief that it, including its employees and subcontractors:

- (i). Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or PAYOR.

- (ii). Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - (iii). Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated in Section (ii) above.
 - (iv). Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default.
- p. Davis-Bacon Act (All contracts in excess of \$2,000).

(40 U.S.C. 276a to a-7) When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR Part 5), "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction". Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation, and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

- q. Contract Work Hours and Safety Standards (All contracts in excess of \$2,000 for construction and \$2,500 employing mechanics or laborers) (40 U.S.C. 327 - 333) Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Section 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 - 333), as supplemented by Department of Labor regulations (29 CFR Part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 and 1/2 times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- r. Rights to Inventions Made Under a Contract or Agreement (All contracts containing experimental, developmental, or research work)

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- s. Clean Air Act and Federal Water Pollution Control Act (Contracts in excess of \$100,000)

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended -- Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- t. Contracts of Public Servants with Public Entities

1968 P.A. 317, as amended; and Standards of Conduct for Public Officers and Employees, 1973 P.A. 196, as amended.

2. Program Standards, Policies, and Laws

The PROVIDER agrees to comply with the following program standards/policies/laws: Michigan Mental Health Administrative Rules; Michigan Bureau of Regulatory Services, Michigan Department of Human Services Office of Children and Adult Licensing Standards Licensing Rules where applicable; Michigan Medicaid Bulletin; Administrative Rules for Substance Abuse Service Programs in Michigan; Department of Health and Human Services, Federal Register Part II, 42 CFR Part 2 for Substance Abuse Services; Federal Medicaid Early and Periodic Screening, Diagnosis, and Treatment Program requirements (EPSDT); and attachments to this contract and to assure Provider subcontractor compliance.

3. Renewal or Extension of Contract.

This contract, and any renewal or extension of same, will be subject to procurement provisions set forth in all applicable Federal and State statutes and laws and PAYOR rule or policy.

4. Credentials

The PROVIDER will possess the following licenses and permits and will maintain the same during the term of this contract:

- a. Licenses required under the Michigan Public Health Code

- b. Medicare Certification
- c. Medicare Distinct Part Certification for PROVIDER'S Psychiatric Unit
- d. All other licenses, approvals, accreditation and/or certification required for the operation of an inpatient psychiatric unit and partial hospitalization programs to be provided by PROVIDER under this contract.
- e. Copies of licenses, letters of accreditation/certification and reports including those with plans of correction if required.

5. Financial Solvency

The PROVIDER will provide the PAYOR with documentation substantiating financial solvency, and with immediate notice of any change in financial position material to the PROVIDER'S solvency and to its continuing in operation as a going concern, at any time during the term of this contract.

6. Corporate Compliance

PROVIDER agrees to implement corporate compliance procedures which assure required applicable Federal and State regulations are met. PROVIDER acknowledges the purpose of the compliance program is to prevent and detect any criminal, fraudulent, unethical, or improper conduct and take appropriate corrective action. Critical elements of a corporate compliance program may include written resolution of corporate compliance responsibility by the governing authority; written designation of an individual to oversee the compliance program; education and training; a no-reprisal system for staff to use in reporting cases of suspected or alleged fraud, waste or abuse; an organizational code of ethics; a system to monitor and evaluate compliance; and a system for responding to and correcting problems. The PROVIDER represents and warrants that it and its clinical staff are not and have not been excluded from participation in any Federally-funded health program, including Medicare, Medicaid, and Office of Inspector General. The PROVIDER agrees to immediately notify the CMH Board of any threatened, proposed, or actual exclusion from any Federally funded health care program of it or its clinical staff. (See **RFPP Attachment D: Verification of Compliance Form**)

7. Change of Status

The PROVIDER will notify the PAYOR when there is a change of status to one of the Provider Panel criteria resulting in a: (a) loss of accreditation or change in accreditation standing, (b) loss of insurance, (c) unfavorable financial audit, (d) successful litigation claim against the PROVIDER, (e) loss of applicable State of Michigan license or sanction of license, (f) Recipient Rights violation, and (g) conflict of interest. The PROVIDER acknowledges that the PAYOR may terminate the contract immediately if the Government Accounting Office determines the PROVIDER is an "excluded provider" for Medicaid funding. RR

Federal regulations and State law preclude reimbursement for any services ordered, prescribed, or rendered by a PROVIDER who is currently suspended or terminated from direct and indirect participation in the Michigan Medicaid program or Federal Medicare program. A consumer may purchase services provided, ordered, or prescribed by a suspended or terminated PROVIDER, but no Medicaid funds may be used.

Pursuant to Section 1932(d)(1) of the Social Security Act, a PROVIDER may not knowingly have a director, officer, partner, or person with beneficial ownership of more than five (5) percent of the entity's equity who is currently debarred or suspended by any Federal agency. The PROVIDERS are also prohibited from having an employment, consulting, or any other agreement with a debarred or suspended person for the provision of items or services that are significant and material to the PROVIDER contractual obligation with the PAYOR.

8. PIHP Grievance System for Medicaid and Uninsured Beneficiaries

In the performance of the contract, the contractor agrees to comply with **Attachment B: PIHP Grievance and Appeal Technical Requirement, PIHP Grievance System for Medicaid, July 2004.**

9. Cultural Competency

In the performance of any contract or purchase order resulting herefrom, the contractor agrees to provide culturally competent services to all consumers in compliance with the requirements of 42 CFR 438. 206 at seq. At a minimum, "culturally competent services" means those services, which are in compliance with and incorporate the practices set forth in the Federal Department of Health and Human Services (HHS). HHS recommended standards for Cultural and Linguistically Appropriate Health Care Services", or any final standards or regulations, therefore developed and promulgated by HHS.

- a. Assure equal access and meaningful service for persons with diverse cultural backgrounds and/or limited English proficiency, providing as needed, language interpreters and interpreters for the deaf and staff orientation/training supporting cultural competency.
- b. Assure staff will proactively monitor individuals to identify those who cannot read and are reluctant to admit that fact. Staff shall read all documents used by the PROVIDER to such individuals to assure comprehension of the content.
- c. Assure staff proactively identify and address mobility supports for consumers to access and receive meaningful services.

H. CONTRACT COMPLIANCE

1. The PROVIDER agrees that all records, books, documents, accounting procedures, practices or any other items relevant to this contract shall be made available for examination or audit by personnel authorized by the PAYOR or law including State and Federal auditors. Notwithstanding anything else in this contract, in no case shall PAYOR obtain or be entitled to have access to any peer-review files or documents of PROVIDER. For purposes of the foregoing, "peer-review files or documents" shall be broadly interpreted to apply to any file or document collected for or by individuals or committee(s) assigned a peer review. Inspection may include review of the quality, appropriateness, and timeliness of services performed. The PROVIDER agrees to demonstrate continuous improvement in meeting standards as indicated in the Inpatient Affiliation Provider Manual, a copy of which has been delivered to the PROVIDER.
2. PAYOR may utilize a variety of remedies ranging from requiring a corrective plan of action to withholding payment or contract termination to assure compliance with

this contract and incorporated covenants, laws, rules, policies, and procedures as indicated in the Inpatient Affiliation Provider Manual.

3. All work performed under this contract will be performed and reviewed according to timetables set by the PAYOR. PAYOR has identified timetables, formats, and content areas for reporting as referenced in this contract and its attachments. If the PROVIDER is out of compliance, the PROVIDER will have thirty (30) days after written notice of non-compliance to present a plan of correction acceptable to PAYOR notwithstanding any other provisions of this contract. Issues related to health and safety require corrective action within twenty-four (24) hours of written or verbal notice from PAYOR.
4. The PAYOR and PROVIDER shall hold the content of the psychiatric record subject to the Michigan Mental Health Code and according to the laws and regulations of the State of Michigan.
5. The PROVIDER agrees to provide information related to encounters, services, and administrative costs as required by MDCH or information consistent with that provided in the IRS 990 report.

I. RECIPIENT RIGHTS

1. PAYOR may take immediate action it deems necessary and reasonable to protect a consumer from confirmed or suspected violations of the consumer's rights which occur while the consumer is enrolled in the PROVIDER'S program. Substantiated violations may result in suspension, denial, revocation, termination, or non-renewal of this contract unless the action occurs as a result of a situation of limited duration arising from mechanical or power failure, acts of nature or similar events. In events of occurrence of RR, Provider is responsible to immediately notify Payor.
2. The PROVIDER agrees to establish a rights protection system as mandated by the Mental Health Code (MCL 330.1755) to protect the rights of consumers of mental health services. Provider will forward all reports and documentation of any Recipient Rights investigation to the Payor. Cooperation will include permitting staff of PAYOR access at any time to the sites, CMH referred consumers, pertinent staff, and consumer records.
3. PROVIDER will furnish the PAYOR with a set of the PROVIDER'S Recipient Rights Policies and Procedures for review and will forward any future revisions or additions. (See **RFPP Attachment C: Recipient Rights and Recipient Rights Verification Form**)
4. PROVIDER will use their own Recipient Rights Policies and Procedures which have been verified by the PAYOR to be in compliance with the MHC and DCH-Office of Recipient Rights requirements.
5. PROVIDER will furnish verification of employee completion of Recipient Rights training within thirty (30) days of hire. (See **RFPP Attachment C: Recipient Rights and Recipient Rights Verification Form**)

J. SUSPENSION, DENIAL, REVOCATION, TERMINATION, OR NON-RENEWAL

1. This contract may be suspended, denied, revoked, not renewed, or terminated by either party without cause and without remedy by thirty (30) days written notification to the other party unless another date is mutually agreed to by both parties.

2. PROVIDER agrees to maintain in full force and effect any licensing required as a condition of performing services and to ensure services will be provided by staff who are licensed or certified under applicable State statutes and regulations. Failure to maintain such by the PROVIDER may result in immediate termination of this contract.
3. This contract is contingent upon the PAYOR'S receipt of sufficient 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 circumstances occur that are not reasonably foreseeable, or are beyond the control of the PAYOR, that reduces or otherwise interferes with the PAYOR'S ability to provide or maintain specified services or operational procedures for its service area, the PAYOR will provide notice as soon as is possible to the PROVIDER if it would result in any reduction of the funding upon which this contract is contingent. PAYOR will not refer consumers to the PROVIDER, without concurrence of the PROVIDER, if any reduction in funding would not enable the PAYOR to meet its financial obligations hereunder for payments to the PROVIDER for such services.
4. Should the PROVIDER fail to attain and/or retain necessary licensure or certification and maintain required insurance, this contract will immediately be terminated.
5. PROVIDER'S submission of false data may result in immediate termination of this contract.
6. Upon suspension, denial, revocation, non-renewal or termination of this contract, the PROVIDER agrees to:
 - a. Submit to PAYOR, upon its written request, copies of clinical, program, and fiscal records required by this contract.
 - b. Provide to PAYOR, immediately, all information necessary to submit outstanding insurance and billing claims.
 - c. Upon termination of this contract, if applicable, the PAYOR may request a final contractual account reconciliation from the PROVIDER wherein the claims billed by the PROVIDER and the claims paid by the PAYOR or outstanding during the contract term have met the provisions of this contract, have been identified appropriately, and accounted for separately by the PROVIDER and the PAYOR as to the benefit status of the Consumers (i.e., Medicaid covered or indigent).

Any contract reconciliation shall be completed in full compliance with the Mental Health Code, the MDCH Rules, the MDCH/CMHSP Master Contract for General Funds, the MDCH/PIHP Master Contract for Medicaid Funds and applicable State and Federal laws, including Medicaid regulations.

The requested contractual account reconciliation shall be completed as follows:

- (i). The PROVIDER shall submit a preliminary reconciliation proposal to the PAYOR no later than fifteen (15) days after the end of this contract. Service claims occurring during this contract term for which denial or approval is pending as to Medicaid eligibility also

shall be identified and accounted for separately, in completing the preliminary reconciliation proposal.

- (ii). After acceptance of the PAYOR(S) response to the preliminary reconciliation proposal to the PAYOR, the PROVIDER shall submit a final reconciliation proposal to the PAYOR, including updated data on Medicaid eligibility determinations, no later than sixty (60) days after the end of this contract. The PAYOR shall then make a final determination of a contractual account reconciliation.
 - (iii). The amount due to the PAYOR or to the PROVIDER as a final contract account reconciliation for the 2011-2012 and 2012-2013 fiscal years shall be paid within sixty (60) days after notification of the PAYOR(S) final determination.
- c. Cooperate with PAYOR in the implementation of a transition plan for consumers. The transition plan will be in effect until all authorized consumers have been transitioned to other PROVIDERS.

K. INSURANCE

1. Certification of required insurance must be provided prior to execution of this contract and maintained as current throughout the term of the contract.
2. PROVIDER will procure, pay the premium on, keep and maintain during the term of this contract, all insurances with policy limits as specified below, and will provide PAYOR with proof of the insurance coverage specified.
 - a. General Liability: Comprehensive form including premises/operations and blanket contractual liability. Minimum amounts: \$1,000,000.00/occurrence and \$2,000,000.00 aggregate for Personal Injury, Bodily Injury and Property Damage.
 - b. Motor Vehicle Liability: Michigan "No Fault" Coverage and residual liability. Comprehensive form covering owned, non-owned, and hired automobiles. Minimum amounts: "No Fault" statutory coverage with limits of liability of not less than \$1,000,000.00 per occurrence for Residual Liability, \$500,000.00 per occurrence for Bodily Injury, and \$1,000,000.00 per occurrence for Property Damage.
 - c. Worker's Compensation Insurance: Includes Employer's Liability Coverage, in accordance with all applicable Statutes of the State of Michigan.
 - d. Professional Liability: Coverage to extend to all operations and all employees hired or retained by the service provider and shall include contractual liability. Minimum limits of liability shall be \$1,000,000 per occurrence and \$3,000,000 aggregate.
 - e. Fidelity Bond Blanket or Individual: Bond to cover all employees and/or positions that have access to cash, checks or financial records. Certificates evidencing the above coverage with the minimum twenty (20)-day cancellation clause shall be filed with the PAYOR upon execution of this agreement.

3. If any of the above coverages expire during the term of this contract, the PROVIDER shall immediately notify the PAYOR and deliver renewal certificates and/or policies to the PAYOR prior to the expiration date.

L. CONTRACT PAYMENTS

PAYOR is the payer of last resort and as such:

1. Services are to be reimbursed by the PAYOR at the following rates for prior-authorized consumer services only according to **Attachment C: Rate Schedule**.
2. PROVIDER will submit complete billing and claims documentation as specified in the Inpatient Affiliation Provider Manual to be eligible for payment of the claim. The PROVIDER will submit data on all services provided under this contract, notwithstanding service status as a payable claim. Invoices must be completed using the appropriate HCPCS/CPT Revenue Codes.
3. PROVIDER must be prepared to electronically submit HIPAA-compliant (837 submissions) transactions.
4. The PROVIDER agrees PAYOR has final determination and authorization of payments for medically necessary services and supports of consumers for whom PAYOR is purchasing service under this contract.
5. Per Federal and State laws, PROVIDER may not be reimbursed for any services ordered, prescribed, or rendered by a provider who is currently suspended or terminated from direct and indirect participation in the Michigan Medicaid program or Federal Medicare program. PROVIDER must demonstrate assurance that its provider network and/or staff do not provide Payor-contracted services.
6. PAYOR or its PROVIDERS shall not require any co-payments, consumer pay amounts, or other cost sharing arrangements unless specifically authorized by State or Federal regulations. The PAYOR'S PROVIDERS may not bill consumers for the difference between the Provider's charge and the PAYOR'S payment for covered services. The PROVIDERS shall not seek nor accept additional supplemental payment from the consumer, his/her family or representative in addition to the amount paid by the PAYOR, even when the consumer has signed an agreement to do so.
7. PROVIDER agrees not to maintain any action at law or in equity against a consumer to collect sums that are owed to PROVIDER under the terms of this contract, even in the event PAYOR fails to pay, becomes insolvent, or otherwise breaches the terms and conditions of this contract. This section will survive the termination of this contract, regardless of the cause of termination and will be construed to be for the benefit of the consumer. The parties do not intend this section to apply to the collection of sums that are owed to PROVIDER for services provided after this contract has terminated, except as otherwise provided in this contract, or to services that are not Covered Services or to co-payments, coinsurance or deductibles. PROVIDER further agrees that this provision supersedes any oral or written agreement hereinafter entered into between PROVIDER and consumer or person acting on consumer's behalf, insofar as such agreement relates to payment for services provided under the terms and conditions of this contract.

8. The PROVIDER performing the intake assessment agrees to verify the consumer's ability to pay and to provide insurance information to PAYOR.
9. The PROVIDER will keep all financial records in a manner consistent with generally accepted accounting principles. PAYOR and MDCH or the Auditor General's Office have the right to audit any and all records relative to this contract. The PROVIDER agency will retain all documents applicable to the contract for a period of not less than seven (7) years after final payment is made. Notwithstanding anything else in this contract and the Inpatient Affiliation Provider Manual to the contrary, PROVIDER shall not be responsible to provide audit services to PAYOR.
10. PROVIDER will maintain an accounting system to identify and support expenditures billed to PAYOR. The accounting system, at a minimum, must include a chart of accounts, cash receipts journal, cash disbursement journal, and a general ledger. A cost accounting system shall clearly demonstrate the allocation of profits and administration.

II. SERVICE RESPONSIBILITIES

A. PAYOR RESPONSIBILITIES

1. PAYOR agrees to designate an individual or place of contact to whom/which emergencies may be reported and from whom/which responses will be forthcoming twenty-four (24) hours a day, seven (7) days a week. The telephone numbers of designated individuals to assist with hospital relations are contained in the Inpatient Affiliation Provider Manual.
2. PAYOR will authorize services for consumers according to clinical protocols for "medically necessary services" as defined in the Inpatient Affiliation Provider Manual.
3. The parties agree that a set of Quality Improvement activities to monitor the coordination of services is necessary. PAYOR and PROVIDER will establish Performance Indicators, which will be incorporated in the Inpatient Affiliation Provider Manual. The Performance Indicators will be used to monitor access, coordination of care/services, outcomes, and client satisfaction of services.
4. At least annually, PAYOR will furnish the PROVIDER with a report of competencies and performance relative to the Performance Indicators. This may occur more frequently, as needed, as the contract is dependent on the PROVIDER'S maintenance of minimal competencies and performance as well as the need for the products and services and the funding to support said needs.
5. PAYOR will inform PROVIDER of the consumer's Medicaid Health Plan and Primary Care Physician.
6. PAYOR will assure that all contracts containing provisions for a financial incentive, bonus, withhold, or sanctions will include provisions protecting consumers from practices resulting in the withholding of services that would otherwise be provided according to medical necessity criteria and best practice standards, consistent with 42 CFR 417.479 Subpart L.
7. PAYOR will assure that a PROVIDER is not prohibited from discussing treatment options with a consumer that may not reflect the PAYOR'S position, or may not be covered by the PAYOR.

8. PAYOR will assure that a PROVIDER is not prohibited from advocating on behalf of the consumer in any grievance or utilization review process, or individual authorization process to obtain necessary health care services.

B. PROVIDER RESPONSIBILITIES

1. Personnel
 - a. The PROVIDER, rather than PAYOR, is the sole contractor and/or employer and the sole supervisory authority of the staff that the PROVIDER employs in furtherance of the terms of this contract.
 - b. The PROVIDER agrees that it and its agent(s) employed in the performance of this contract will meet credentialing requirements of all applicable licensure and certification rules and standards.
 - c. The PROVIDER will perform annual criminal background checks consistent with their policy on all new hires and current, ongoing employees who will, or may, provide direct services including the requirement for fingerprinting. All employees must comply with the Good Moral Character requirements per PA 381 of 1974 as amended by Sections 338.41 to 338.47. (See **RFPP Attachment D: Verification of Compliance Form**)
 - d. The PROVIDER agrees that staff on duty are fully qualified and competent to conduct Person-Centered Planning, maintain recipient rights requirements, implement behavior management and crisis management, are familiar with and capable of implementing emergency procedures, and are alert at all times when consumers are present. The PROVIDER agrees to assign sufficient staff and supervision to meet State licensing requirements and carry out services for consumers.
 - e. The PROVIDER agrees to designate to PAYOR and to its own staff an individual who is responsible for the administration of the contract. Telephone numbers of designated individuals to assist with administrative and hospital relations issues are contained in the Inpatient Affiliation Provider Manual.
 - f. The PROVIDER assures that only persons appropriately licensed and insured, as required by State law, shall be permitted or assigned to operate motor vehicles used to transport consumers.
2. Service Provision
 - a. The PROVIDER agrees to deliver services outlined in the Inpatient Affiliation Provider Manual in accordance with a Person-Centered Plan for each consumer as authorized by PAYOR. The PROVIDER agrees to participate with PAYOR, the consumer, caregivers, providers, and family with respect to the development, maintenance and request for authorization of all Person-Centered Plans.
 - b. The PROVIDER, pursuant to the PAYOR'S duty to treat and referral requirements, shall accept clinically appropriate individuals (involuntary or voluntary) whom the PAYOR seeks to place as consumers in the PROVIDER'S psychiatric inpatient unit and shall provide psychiatric inpatient beds for their use, if there are any such beds available.

Admissions are subject to the PROVIDER'S admission criteria and admitting procedures as defined in the Inpatient Affiliation Provider Manual.

- c. The PROVIDER agrees to maintain complete and current consumer records and any other records required to document the delivery of each Person-Centered Plan. All records required of the PROVIDER by PAYOR in the performance of this contract shall be maintained for a period of not less than seven (7) years.
- d. PROVIDER agrees to maintain a safe and healthy environment for consumers and staff. The PROVIDER will satisfy all Environment of Care requirements and inspections required for licensing, accreditation, and PAYOR policy.
- e. The PROVIDER will use only treatment, therapy, training, or methodologies which comply with the rules and laws in the United States or the State of Michigan, and Recipient Rights under the Michigan Mental Health Code.
- f. PROVIDER will coordinate medical care, behavioral health care, and discharge information for covered services of a consumer's Qualified Health Plan as required by its contracts with PROVIDER. Appropriate releases of information will be completed upon initiation of PROVIDER services to the consumer. Coordination of care may also include any other health care providers, agencies, natural or community support involved in the consumer's Person-Centered Plan.
- g. Copies of consumer records held by the PROVIDER will be available to the PAYOR Executive Director or designee for continuity of care or system administration. PAYOR consumer records shall not be released to other parties without the prior written authorization of the consumer or the consent of the PAYOR Executive Director or designee. Immediately upon receipt of a subpoena for PAYOR consumer record information, the recipient organization (PROVIDER or PAYOR) shall notify the other organization. The PROVIDER or PAYOR will provide subpoenaed PAYOR consumer record information without an Order of the Court or as otherwise required by law.
- h. The PROVIDER agrees that the PAYOR has the authority to conduct an external evaluation of PROVIDER services and systems.
- i. The PROVIDER agrees to notify PAYOR of any significant modifications in service models paid for under this contract prior to initiation of any change. The PROVIDER will meet to discuss any concerns PAYOR may have regarding such modifications and will provide reasonable cooperation to PAYOR in addressing those concerns.
- j. The PROVIDER agrees to notify PAYOR of requests for review of the program, staff, and consumers of service by outside agencies, e.g., Federal and State authorities, the Legislature, the MDCH, other State Departments, or advocacy organizations. The PROVIDER will respect a consumer's Recipient Rights to privilege and confidentiality and bar access unless and until appropriate identification is presented and/or a PAYOR authorization is obtained.

- k. The PROVIDER agrees to meet performance standards as outlined in the Inpatient Affiliation Provider Manual.
- l. The PROVIDER shall designate a Recipient Rights Advisor to assist the Recipient Rights Office and consumers in the advocacy and protection of Recipient Rights.
- m. The PROVIDER agrees to obtain emergency medical treatment and routine health care for the consumer through the consumer's Medicaid Health Plan (MHP) as applicable. PAYOR is never liable for payment for medical care services.
- n. The PROVIDER agrees to immediately inform the primary clinician/hospital liaison and the primary care physician of any significant change in the physical or mental condition or service requirements of each and every consumer, such as notifying the primary clinician/hospital liaison of such things as injuries, emergency medical treatment, and fatalities.
- o. The PROVIDER agrees to participate in Person-Centered Planning.
- p. The PROVIDER acknowledges some of the data it maintains in the performance of the contract is of a confidential nature and the PROVIDER will ensure such confidential information is not disseminated by it, its employees, agents, representatives, or sub-providers. The PROVIDER agrees to observe complete confidentiality with respect to all aspects of any confidential information, proprietary data and any parts thereof belonging to PAYOR. The restrictions herein will survive the termination of this contract for any reason and will continue in full force and effect. The PROVIDER will assume that all information and data are confidential unless otherwise indicated.
- q. The PROVIDER shall furnish a copy of each contract that contains incentive, bonus, withhold, or sanction provisions (including subcapitations) to the PAYOR at the time the contract is issued to the PROVIDER. PAYOR reserves the right to disallow such contract if the provisions appear to increase the risk to the PAYOR, or to jeopardize individuals' access to services.
- r. The PROVIDER shall include provisions for the relocation of consumers to a different approved location if their health or safety is in jeopardy
- s. Advance Directives: The PROVIDER shall present all adult consumers with written information on advance directive policies including a description of applicable State laws. This includes information on the consumer's right to make decisions concerning his or her medical and psychiatric care, including the right to accept or refuse treatment, and the right to formulate advance directives.

The PROVIDER shall ensure that there is documentation in a prominent part of the consumer's current medical record as to whether or not the consumer has executed an advance directive.

The PROVIDER shall ensure that information provided to adult consumers will reflect changes in State law as soon as possible, but no later than ninety (90) days after the effective date of the change.

- t. The PROVIDER shall insure that the PAYOR is not a party to any contract with its subcontractors.

III. Subcontracting

- A. Upon notification of the PAYOR, PROVIDER may permit subcontracting for the provision of any of the services specified in the contract. To the extent subcontracting is allowed, the PROVIDER shall be held solely and fully responsible to execute all provisions of this contract, whether or not said provisions are directly pursued by the PROVIDER, pursued by affiliated PROVIDERS, or pursued by the PROVIDER through a subcontract vendor. The PROVIDER shall ensure that subcontract arrangements clearly specify the type of services being purchased.
- B. Subcontracts shall ensure the PAYOR is not a party to any employer/employee relationship with the Subcontractor of the PROVIDER.
- C. Subcontracts entered into by the PROVIDER shall address State, Federal, and Local laws, rules, and regulations as defined in PAYOR contract with the PROVIDER.
- D. All subcontracts entered into by the contract must be in writing and contain specifications appropriate to the service or activity delegated under the subcontract. All subcontracts must be in compliance with all State of Michigan statutes and will be subject to the provisions thereof. All subcontracts must fulfill the requirements of this contract that are appropriate to the services or activities delegated under the subcontract.
- E. All employment agreements, PROVIDER contracts, or other arrangements, by which the contract intends to deliver services required under this contract, whether or not characterized as a subcontract, shall be subject to review and prior approval by the PAYOR.
- F. Subcontracts containing provisions for a financial incentive, bonus, withhold, or sanctions must include provisions protecting consumers from practices resulting in the withholding of services that would otherwise be provided according to medical necessity criteria and best practice standards, consistent with 42 CFR 417.479, Subpart L. The PROVIDER shall furnish a copy of each contract that contains incentive, bonus, withhold, or sanction provisions (including subcapitations) to the PAYOR at the time the contract is issued to the PROVIDER. PAYOR reserves the right to disallow such contracts if the provisions appear to increase the risk to the PAYOR, or to jeopardize individuals' access to services.

IV. ASSIGNMENT

Neither party may assign its interest, rights or responsibilities under this contract without prior written consent of the other party. Any assignment or attempted assignment by either party will, at the election of the other party, constitute a termination of the contract.

V. LIABILITY

Each party solely shall be responsible for all direct, compensatory, special, indirect, incidental, consequential and other damages of every type including attorney fees and costs, which are assessed against and/or incurred by such party, whether by verdict, settlement or otherwise, and which arise out of or result from:

- a. acts or omissions of such party or its employees or subcontractors;

- b. any breach by such party of any duty or obligation arising under this contract; and/or
- c. any violation by such party of any applicable State or Federal statute, regulation, ruling, and/or judicial or administrative order.

VI. CONTACTS FOR THE AGREEMENT

Contacts for this contract are:

Judith E. Cohen, Network Manager	Name
CMHS of Muskegon County	Hospital
376 E. Apple Avenue	Address
Muskegon, MI 49442	City, State, Zipcode
231-724-6055	Telephone Number
cohen@cmhs.co.muskegon.mi.us	E-mail Address

VII. RESOLUTION OF SERVICE DISPUTES AND/OR CONTRACT ISSUES

Issues between the PROVIDER and PAYOR involving contractual terms will be addressed by their respective designated representatives. All decisions to authorize, continue, or discontinue PAYOR payments for services to consumers will be those of PAYOR'S Executive Director or designee. If disputes as to essential terms of this contract are not resolved by the Executive Director for the PAYOR and the Appeal and Grievance process described in the Inpatient Affiliation Provider Manual, these issues will be referred for dispute resolution to the Executive Director and Executive Board of PAYOR and the PROVIDER'S governing body. If the disputes cannot be resolved, either party may seek any available legal and/or equitable remedy.

The validity, construction, and execution of this contract and the legal relations among the parties to the contract will be governed by and construed in accordance with the laws of Michigan. Only Michigan Courts will have jurisdiction over any action or proceeding concerning this contract and/or performance thereunder.

VIII. DELEGATION

The PAYOR will have the right to delegate some or all of the functions necessary or desirable to fulfill its obligations and rights under this contract to a third party. When such delegation occurs, the PAYOR will notify the PROVIDER in writing prior to such delegation.

IX. INVALID PROVISIONS

If any provision of this contract is found to be invalid, the remainder of this contract will not be affected thereby, except where the invalidity of the provision would result in the illegality and/or unenforceability of this contract.

X. WAIVER

Failure or delay on the part of either party to this contract in exercising any right, power, or privilege hereunder will not operate as a waiver thereof. A single or partial exercise of any right, power, or privilege will not preclude any other or further exercise of any other right, power or privilege.

XI. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction, or effect hereof.

XII. TERMS AND CONDITIONS

The terms and conditions used in this Agreement shall be given their common and ordinary definition and will not be construed against either party.

XIII. AMENDMENT

Modifications, amendments, or waivers of any provision of this contract and attachments may be made only by the written mutual consent of the parties hereto.

XIV. ATTACHMENTS

The PROVIDER and the PAYOR agree this contract and its referenced attachments are intended to constitute the entire and integrated understanding between them. No oral amendment will be made to this contract. The Attachments include:

- A. Inpatient Affiliation Provider Manual (Dated 10/01/11) CMH Internet site: www.co.muskegon.mi.us/cmh)
- B. PIHP Grievance System for Medicaid and Uninsured Beneficiaries, July 2004
- C. Rate Schedule
- D. RFPP Attachment A: Conflict of Interest Compliance Certification Form
- E. RFPP Attachment C: Recipient Rights and Recipient Rights Verification Form
- F. RFPP Attachment D: Verification of Compliance Form

XV. ENFORCEMENT

This contract shall only be enforceable by the parties hereto and no other persons or entity shall have the right to enforce any of its provisions.

XVI. CERTIFICATION OF AUTHORITY TO SIGN CONTRACT

The persons signing this contract on behalf of PAYOR and the PROVIDER certify by their signatures that this contract has been authorized by said parties and they are duly authorized to sign this contract on behalf of said parties.

**COMMUNITY MENTAL HEALTH SERVICES
OF MUSKEGON COUNTY**

HOSPITAL

John North Date
 Executive Director
 For the PAYOR

Date
 President and Chief Executive Officer
 For the PROVIDER