

**“IN NETWORK”  
SERVICE CONTRACT**

**Between the**

**COMMUNITY MENTAL HEALTH OF OTTAWA COUNTY**

**and**

**EFFECTIVE**

**Regarding:**

**# New**

## SERVICE CONTRACT

with

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This contract is between Community Mental Health of Ottawa County, located at 12265 James Street, Holland, MI 49424, (hereinafter referred to as “CMH”) and (hereinafter referred to as “CONTRACTOR”), collectively referred to hereinafter from time-to-time as Parties. It is agreed that CONTRACTOR is an independent contractor at all times and for all purposes hereunder. The officers, employees, servants, and agents of CONTRACTOR shall in no way be deemed to be and shall not hold themselves out as officers, employees, servants, or agents of CMH.

### I. GENERAL INFORMATION:

- A. Authority: This contract is entered into under the authority granted by Act 258 of the Public Acts of 1974, as amended (hereinafter referred to as the “Michigan Mental Health Code”).
- B. Term: This contract shall be in effect from **to** inclusive, unless terminated in accordance with the termination section of this contract.
- C. Part of Alliance/Region: By entering into this contract, CONTRACTOR acknowledges membership in the CMH network provider panel and agrees to maintain positive working relationships with other contractors within the CMH provider network to best serve the needs of the consumers of the CMH.
- D. Independent Contractor: CONTRACTOR shall perform all of its services under this Agreement as an independent contractor and not as an employee of CMH. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a CMH employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers compensation, and protection of tenure.
- E. The covenants and obligations created by this Agreement shall survive the expiration of this Agreement.
- F. Throughout this Agreement, time periods referred to as “days” shall mean calendar days.
- G. It is expressly understood that it is the Contractors obligation to self report any violation of this Agreement as soon as possible, but in no event, in more than forty-eight (48) hours from its occurrence or discovery.

### II. SERVICES:

- A. The CMH will provide timely authorization and documentation of authorization to the CONTRACTOR. For the purposes of this provision, timely means at least meeting the requirements of Code of Federal Regulations (CFR) section 438.210(d) (1)—(14 days).
- B. The CONTRACTOR agrees it has the duty to treat all eligible consumers referred and that all consumers shall be treated in the same manner with respect to availability of service hours and locations.

- C. The CONTRACTOR agrees to provide authorized services to eligible consumers. All services shall be provided in a manner that conforms to Medicaid requirements for Medicaid services, and other services described in (CMH's) clinical protocols (found in the provider manual) for non-Medicaid (BC/BS, General Fund) and/or Medicaid services regarding access to, timeliness of, and the scope, intensity and duration of service. The CONTRACTOR is responsible to provide those services as described in **Attachment A**.
- D. Services shall be provided as specified in the Individual Plan of Service (IPOS) using Person-Centered Planning.
- E. The CONTRACTOR will participate in the Person-Centered Planning process as outlined in the Department of Community Health (DCH) best practice guideline. The CONTRACTOR recognizes, respects and will support the consumer's right to choose service staff, including professional and personal care-giving staff to the extent possible and appropriate. It is the responsibility of the CONTRACTOR to request a review within the Person-Centered Planning process of the IPOS as circumstances, needs, and desires of the consumer change.
- F. The CONTRACTOR agrees to maintain records in accordance with CMH policy. All records relative to this contract shall be available at any reasonable time for examination or audit by personnel authorized by CMH or law. The CONTRACTOR further agrees that all case records relative to this contract, whether in the possession of CMH or the CONTRACTOR are owned by CMH.
- G. If the health and safety of the consumer are in jeopardy, it is the duty of both parties to cooperate in the immediate resolution of the situation.
- H. Health Care Professionals may not be prohibited from discussing treatment options with the consumer/guardian which may not reflect the preferences of the CMH (Health Care Professional is defined in CFR Sec. 438.102).
- I. The CONTRACTOR or Health Care Professional employed or contracted by the CONTRACTOR is not prohibited from advocating on behalf of one or more consumers with respect to grievance and appeal, utilization management, or authorization issues.
- J. The CONTRACTOR that is providing "primary caseholder" services shall ensure the coordination of care occurs between the consumer's Primary Care Physician and Medicaid Health Plan. Appropriate releases of information will be completed upon initiation of CONTRACTOR services to the consumer. Coordination of care is also required with any other health care providers, agencies, natural or community support as specified in the consumer's IPOS. Primary caseholder may mean supports coordinator, case manager, or clinician.

### III. REIMBURSEMENT/CLAIMS/RATES:

- A. Reimbursement for Services: CMH shall reimburse the CONTRACTOR at the rates identified in **Attachment A** for services rendered by the CONTRACTOR that have been authorized by CMH. Actual payments are subject to Ability to Pay in accordance with Chapter 8 of the Mental Health Code and Chapter 8 of the Administrative Rules, coordination of benefits and Medicaid deductible.

- B. Coordination of Benefits/Payor of Last Resort: CMH shall be responsible for the coordination of public and private benefits for each Consumer. The CONTRACTOR acknowledges that CMH is the payer of last resort. The CONTRACTOR shall be required to identify and seek recovery from all liable first and third parties. Third Party Liability refers to any health insurance or carrier, (e.g., individual, group, employer-related, self-insured, or self-funded plan or commercial carrier, automobile insurance and worker's compensation) or program (e.g. Medicare) that has liability for all or part of a consumer's covered benefit.

The CONTRACTOR may not bill consumers for the difference between the CONTRACTOR'S charge and CMH'S rate for covered services. The CONTRACTOR shall not seek nor accept additional supplemental payment from the consumer, his/her family, or representative in addition to the amount paid by CMH. CONTRACTOR agrees not to maintain any action against a consumer to collect sums that are owed to CONTRACTOR under the terms of this contract, even in the event CMH 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.

For services provided to all consumers, the CONTRACTOR's maximum reimbursement (the sum of first party, third party, and CMH payments) shall not exceed the lesser of the third party payer's maximum allowed amount or the CONTRACTOR's contract rate.

- C. Taxes: CMH shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should CMH be required to do so by State, Federal, or local taxing agencies, CONTRACTOR agrees to reimburse CMH promptly for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, without limitation the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and worker's compensation insurance.
- D. No Third-Party Beneficiary: No person dealing with the CMH or CONTRACTOR shall be, nor shall any of them be deemed to be, third-party beneficiaries of this Agreement. This Agreement is not intended to, nor shall it be interpreted to create a special relationship between the CMH or the CONTRACTOR and any staff, visitors, residents, or other individuals who may have business through the CMH.
- E. Claims Submission Process:
1. CONTRACTOR responsibilities:
    - a. The CONTRACTOR shall submit claims for CMH-authorized services rendered under this Agreement.
    - b. All monthly billing statements of the CONTRACTOR shall specify billable services to each consumer.
    - c. In order to be considered clean claims for which payments from CMH may be made, the claim(s) must be complete, timely, accurate, and ready for processing without obtaining additional information from the CONTRACTOR or third party. The CONTRACTOR's billing of services claims must be received by CMH within five (5) days of the end of the month in which services were provided or within five (5) days of receipt

of the EOB from the third party payor when third party coordination of benefits is an issue.

- d. The CONTRACTOR's submittal of a billing statement of claims for any reimbursement hereunder shall constitute the CONTRACTOR's verification that the required services and documentation have been completed, in compliance with the reimbursement requirements of CMH, the MDCH, Medicaid, Medicare, and/or third party reimbursers and is on file currently.
- e. If the CONTRACTOR's services and service documentation are not in compliance with the reimbursement requirements of CMH, the MDCH, Medicaid, Medicare, and/or third party reimbursers, the CONTRACTOR shall not be paid and/or shall return payments received from CMH.
- f. Claims/data that is more than sixty (60) days past due may not be processed and/or reimbursed.

2. CMH responsibilities:

- a. CMH shall authorize and process claims payments to the CONTRACTOR within thirty (30) days following receipt of a clean claim from the CONTRACTOR.
- b. When third party payors are not involved, any claims received more than 60 days after the date of service may not be paid by CMH.

F. Access to Records: The CONTRACTOR shall maintain all pertinent financial and accounting records and evidence pertaining to this contract based on financial and statistical records that can be verified by the CMH and/or its auditors. Financial reporting shall be in accordance with Generally Accepted Accounting Principles (GAAP) applicable to state and local governments as promulgated by the Governmental Accounting Standards Board (GASB).

CMH, the Federal government, the State of Michigan, or their designated representatives shall be allowed to inspect, review, copy, and/or audit all financial records pertaining to this contract.

IV. DATA MANAGEMENT:

A. The CMH/Prepaid Inpatient Health Plan (PIHP) is the owner of all data related to consumers pursuant to this agreement including all data entered into CONTRACTOR's management information system(s), such as, all eligibility and demographic data, utilization data, claims data, and any other service, administrative or financial information that has passed through the CMH/PIHP's or CONTRACTOR's operation that resides with the CONTRACTOR. Notwithstanding the foregoing, the CONTRACTOR is not precluded from maintaining and utilizing the data identified in this section in support of the services provided to the consumer and internal CONTRACTOR operations.

The CONTRACTOR agrees to provide information related to encounters, services, and administrative costs as required by MDCH, as described in **Attachment A**.

The CONTRACTOR shall implement tools to prevent unauthorized access and virus protection to its internal transaction and office system using planning, management, and system monitoring techniques. To ensure system security, the CONTRACTOR shall perform a Health Insurance Portability and Accountability Act (HIPAA) Security Audit of its internal data and access systems, once every two years. The CMH/PIHP reserves the right to require review by a Third Party if the results are deemed unsatisfactory.

- B. (For providers that electronically submit data)  
The CONTRACTOR shall use CMH/PIHP approved electronic formats for transferring data to and from the CMH/PIHP. Data to be transferred electronically includes but is not limited to Claims and Consumer Demographic data. The CMH/PIHP and the CONTRACTOR may, from time to time during the term of this contract add other data to the list of files to be transferred electronically. The CONTRACTOR shall implement any standard electronic formats approved by the CMH/PIHP. The encounter/claims transaction set will use the standard ANSI X12n 837 electronic format which is a HIPAA compliant standard. Any enrollment download to the CONTRACTOR from the CMH/PIHP will use the ANSI X12n 834 electronic format which is a HIPAA compliant standard.

If the CONTRACTOR is transferring data to the CMH/PIHP electronically, it shall transmit data by Monday at 5:00 p.m. following the previous week. A week is Saturday through Friday. All data for the fiscal year must be received by the 5<sup>th</sup> working day of October in the format reasonably requested by the CMH/PIHP. In the event of termination of this contract and the data is being transferred electronically, the CONTRACTOR shall download for and provide to the CMH/PIHP, at no cost to the CMH/PIHP, all such CMH/PIHP data in an electronically accessible format within twenty (20) days following the termination of this contract.

- C. (For providers that enter data directly into PIHP system)  
The CONTRACTOR shall enter data directly into the CMH/PIHP's management information system. When the CONTRACTOR needs a data report it will request it from the CMH/PIHP. The CMH/PIHP will provide access to this data through reports when requested by the CONTRACTOR. The CMH/PIHP will respond to the CONTRACTOR's data request in a mutually agreed upon timeframe. This provision shall survive the term and termination of the agreement.

#### V. ADMINISTRATIVE RESPONSIBILITIES:

- A. Pursuant to Administrative Rule 330.2055, the CONTRACTOR acknowledges, as a subcontractor of CMH, it will allow visits by the MDCH to examine and inspect any records, not otherwise protected by law, related to the CMH/CONTRACTOR contract.
- B. Pursuant to the Michigan Civil Rights Act and Title VI of the Civil Rights Act, the CONTRACTOR will not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex (gender), height, weight or marital status. Breach of this covenant may be regarded as a material breach of contract.
- C. Pursuant to the Michigan Persons with Disabilities Civil Rights Act and the Americans' With Disabilities Act, the CONTRACTOR will not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of

employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of contract.

- D. The CONTRACTOR will be aware and comply with the Anti-Lobbying Act, 31 USC 1352 as revised by the Lobbying Disclosure Act of 1995, 2 USC 1601 et seq, and Section 503 of the Department of Labor, Health and Human Services and Education, and Related Agencies Appropriations Act (Public Law 104-208).
- E. Recipient Rights: CONTRACTOR shall ensure that all individuals employed receive MDCH approved Recipient Rights training within 30 days of being employed. The rights of recipients, as described by the Michigan Mental Health Code and Administrative Rules, will be protected. CONTRACTOR will be in compliance with the Recipient Rights requirements as described in **Attachment C**.
- F. Circumstances that Interfere with Performance: In the event that circumstances occur which substantially reduce or otherwise interfere with the parties' ability to perform their respective obligations under the contract, immediate notification, **but no more than twenty-four (24) hours**, to the other party is required. A meeting shall be convened as soon as possible in order to determine the immediate course of action and possible resolution of the situation.
- G. Conflict of Interest: The CONTRACTOR affirms that no principal, representative, agent or employee of the CONTRACTOR or anyone acting on behalf of or legally capable of acting on behalf of the CONTRACTOR shall engage in activities which are incompatible or in conflict with the discharge of their duties and responsibilities under the contract. The CONTRACTOR represents that no employee, officer, or agent of the CONTRACTOR has participated in the selection, award, or administration of this contract, which involved a conflict of financial or other interest that is either real or apparent. The CONTRACTOR agrees that no principal, representative, agent, employee or anyone acting on behalf of or legally capable of acting on behalf of the CONTRACTOR is currently an employee of CMH nor is any person using or privy to insider information which would tend to give or give the appearance of tending to give an unfair advantage to said CONTRACTOR.
- H. Contract Non-Compliance: The CMH shall have the right at its discretion to take the following action(s) in the event of non-compliance of any of the terms and conditions of this Agreement by the CONTRACTOR and/or its subcontractors, or any of their officers, employees, servants or agents.
  - 1. The issuance of a corrective action plan;
  - 2. The withholding of payment;
  - 3. Recoupment of monies from disbursement;
  - 4. Referral moratorium;
  - 5. Imposition of monetary sanction in amounts reasonably related to the severity of the violations;
  - 6. Contract termination.

- I. Quality Improvement and Performance Indicators: The CONTRACTOR agrees to participate in the implementation of CMH's Quality Performance Improvement Program and to have its own plan. The CONTRACTOR shall meet the performance indicators set forth in **Attachment D**.
- J. CONTRACTOR must meet credentialing/privileging standards that are consistent with applicable licensing, scope of practice, and Medicaid Provider Manual requirements.
- K. Limited English Proficiency (LEP): The CONTRACTOR must be in compliance with the LEP requirements of the Civil Rights Act.
- L. Cultural Competency: The CONTRACTOR must assure meaningful service for persons with diverse cultural backgrounds (including, but not limited to religious, ethnical, geographical, geriatric, socioeconomic, and/or disability). The CONTRACTOR shall assess the population(s) it serves, collaborating with other community agencies (e.g., Council on Aging), and training staff on any identified cultural issues.
- M. Utilization Management: CONTRACTOR agrees to participate in the implementation of the PIHP's Utilization Management Program, including Clinical Protocols (*reference delegation if any utilization management function delegated*).
- N. Corporate Compliance: The CONTRACTOR shall participate in the implementation of the CMH's Corporate Compliance program, including, but not limited to, providing required information for completion of compliance audits, reviews, compliance investigations, and remediation.
- O. Provider Manual: The CONTRACTOR is responsible for the knowledge of, and to implement as practice, the CMH's Provider Manual. The CMH may amend the Manual from time to time. All such documents shall constitute a part of this Contract and shall be deemed to be incorporated herein.
- P. Relationship with Other Providers (Contractors): The CONTRACTOR will disclose to the CMH a list of other contractors involved in the execution of this contract.
- Q. (*for providers that are not accredited*) CONTRACTOR must be in compliance with the Administrative Rules on certification (R330.2701 et.al. Subpart 7 and Subpart 8)

**OR**

(*for providers that are accredited*) CONTRACTOR must submit a copy of the official document indicating accreditation from a national accrediting organization which will deem the CONTRACTOR to be in compliance with the certification standards.

VI. CONTRACT MONITORING/PERFORMANCE EVALUATION/PLAN OF CORRECTION:

- A. CMH responsibilities:
  - 1. The CMH will assign staff to assure regular monitoring and reporting on the CONTRACTOR's performance, as well as actions to assure performance improvement and compliance with all stated requirements.



2. The CMH's staff shall complete on-site reviews/audits of the CONTRACTOR at least annually.
  3. The CMH has the right and authority to investigate alleged or suspected compliance violations by the CONTRACTOR, a Subcontractor or any employee, owner, or governing body member of either.
  4. The CMH's staff shall prepare a report summarizing the findings from the on-site reviews/audits and shall forward a copy of the report to the CONTRACTOR within 30 days of the completion of the review/audit.
  5. The CMH's staff will complete follow-up reviews/audits to verify that corrective action plans have been implemented.
- B. CONTRACTOR responsibilities:
1. The CONTRACTOR agrees to cooperate with the CMH's Compliance Office in carrying out CMH's compliance auditing and monitoring responsibilities.
  2. The CONTRACTOR agrees to produce documents that assist with the monitoring function.
  3. The CONTRACTOR shall submit a Plan of Correction to correct any deficiencies noted as a result of site review/audit findings.
- C. Solvency: The CONTRACTOR shall be financially solvent prior to commencing services required in this Agreement. The CONTRACTOR shall give immediate notice to CMH of any change in financial position material to such solvency and to continuing in operation as a going concern, at any time during the term of this Agreement.
- D. Audit Requirements: CONTRACTORS receiving \$500,000.00 or more of contract funding shall ensure the completion of an annual independent financial audit by a Certified Public Accountant (CPA) for the CONTRACTOR's fiscal year that clearly indicates the operating results for the reporting period and the financial position of the CONTRACTOR at the end of the fiscal year. The CONTRACTOR shall submit a copy of this audit report, along with the Auditor's Management Letter to CMH within 30 days of receipt of the audit report but no later than March 31<sup>st</sup> following the end of the CMH fiscal year.
- E. Litigation: The CONTRACTOR will notify the CMH immediately when there is litigation initiated against the CONTRACTOR.

VII. STANDARD CONTRACT PROVISIONS:

- A. This agreement is not exclusive and nothing contained within shall be construed to restrict the right of either party to enter into other similar contracts.
- B. The contract and its referenced attachments are intended by the parties to constitute the entire and integrated understanding between them. The contract may be modified only by written amendment. No oral amendments can be made to this contract.
- C. Attachments to this agreement are referenced below, are attached, and are incorporated into this agreement and do not require individual signatures.

1. Attachment A: Services, Rates, and Codes
2. Attachment C: Recipient Rights
3. Attachment D: Performance Indicators
4. Attachment E: Fiscal Certification Form
5. Attachment F: Insurance Requirements
6. Attachment H: Conflict of Interest
7. Attachment Z: Contact Information
8. Provider Manual (**on-line**)

D. Notice Provision:

It is agreed that written communication and/or notification pursuant to this agreement shall be deemed to have been duly given if delivered or mailed, postage prepaid, to the respective party as follows:

<p><b>Kathy Coffey</b>          Community Mental Health of Ottawa County          12265 James Street          Holland, MI 49424          Fax #: <u>616-393-5687</u>          E-mail: <u>kcoffey@miottawa.org</u></p>	<p><b>Provider</b>          Address</p>
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These are the contact people who will be notified of termination, breach, or any other significant issues. If one of these contact people changes, that person must inform the other.

Electronic mail is sufficient for day-to-day operations. Written communication is required for notice of termination, breach and/or other significant issues (e.g., investigations by Federal or State authorities, Protection and Advocacy, etc.) Notice to the party shall be deemed to have been given five (5) days from the mailing date of the notice.

- E. If any provision of the contract is deemed to be invalid or unenforceable by a Court, this contract shall be considered severable as to such provision and such provisions shall be inoperative. The remaining provisions of this contract, however, shall be valid and binding.
- F. Neither this agreement nor any part of it shall be assigned, delegated, or subcontracted by the CONTRACTOR without the prior written consent of the CMH. This does not include providers whose staff are generally independent contractors. Any subcontracts then must be consistent with the provisions of this contract.
- G. All liability, loss or damage as a result of claims, demands, costs or judgment arising out of activities to be carried out pursuant to the obligations of the CONTRACTOR under this contract shall be the responsibility of the CONTRACTOR, and not the responsibility of the CMH, if the liability, loss or damages caused by, or arises out of, the actions or failure to act on the part of any CONTRACTOR, its employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity the CONTRACTOR or employees have as provided by statute or modified by court decisions. The CONTRACTOR agrees to hold harmless and indemnify the CMH from and against all loss, liability, or expense that may be incurred including

reasonable attorney fees and costs by reason of any claim arising out of or in connection with the CONTRACTOR's work.

All liability, loss or damage as a result of claims, demands, costs or judgment arising out of activities to be carried out pursuant to the obligations of the CMH under this contract shall be the responsibility of the CMH, and not the responsibility of the CONTRACTOR, if the liability, loss or damages caused by, or arises out of, the actions or failure to act on the part of any CMH, its employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity the CMH or employees have as provided by statute or modified by court decisions. The CMH agrees to hold harmless and indemnify the CONTRACTOR from and against all loss, liability, or expense that may be incurred including reasonable attorney fees and costs by reason of any claim arising out of or in connection with the CMH's work.

H. The CONTRACTOR shall maintain liability insurance during the life of this contract with the following coverages:

1. Commercial General Liability Insurance
2. Professional Liability Insurance

The liability insurance policy shall provide limits which are consistent with industry standards based upon the services provided by the CONTRACTOR under this contract. **(See Attachment F)**

CMH shall be identified as an additional insured on the liability insurance policy required above to the extent that the additional insured is held responsible for the acts, omissions, or negligence of the CONTRACTOR pertaining to the CONTRACTOR's work under this contract. The insurance company providing liability insurance to the CONTRACTOR shall be an authorized or eligible unauthorized State of Michigan insurer. The CONTRACTOR shall provide to CMH evidence of the liability insurance maintained by the CONTRACTOR. **(See Attachment F)**

- I. In the event a new contract or contract amendment is not signed by the expiration date of this agreement, the terms, conditions, and funding levels contained herein shall remain in effect until a new contract or contract amendment is entered into or termination occurs.
- J. This agreement shall be governed by and enforced in accordance with the laws of the State of Michigan. If any action is filed, it shall be in the Court for the County of Ottawa or if in Federal Court, it shall be in the Southern Division of the Western District.
- K. No remedy herein conferred upon or reserved to CMH is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.
- L. Time is of the essence in this Agreement and each covenant and term is a condition herein.
- M. No delay or omission of CMH to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every

power and remedy given by this Agreement to CMH shall be exercised from time-to-time and as often as may be deemed expedient in the sole discretion of CMH.

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

VIII. DELEGATION:

NOTE: If any CMH delegates functions of the PIHP, there must be language that describes the activities and reports that are delegated. It must address the fact that in the event of non-compliance in the performance of delegation functions, they may be revoked. Monitoring must occur but it's not required to be in the contract.

IX. DISPUTE RESOLUTION:

Issues between the CONTRACTOR and CMH involving contractual terms will be addressed by their respective designated representatives. All decisions to authorize, continue, or discontinue CMH payments for services to consumers will be those of CMH's Executive Director or designee. If disputes as to essential terms of this contract are not resolved by the Executive Director for the CMH, these issues will be referred for dispute resolution to the Executive Board of CMH and the CONTRACTOR's governing body. If the disputes cannot be resolved, either party may seek any available legal and/or equitable remedy. Parties agree to waive their right to trial by jury.

X. TERMINATION:

- A. Funding Contingency: This contract obligation is contingent upon the availability of sufficient MDCH funding. 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 the ability of CMH to provide or maintain services or operational procedures for its service area, CMH shall give immediate notice to CONTRACTOR if it would result in any reduction of funding upon which this contract is contingent. In such an event, either party may terminate this contract as provided in this section or as otherwise mutually agreed to by the parties.
- B. This contract may be terminated or not renewed by either party without cause with sixty (60) calendar days written notification to the other party unless another date is mutually agreed to, in writing, by both parties.
- C. This contract may be terminated **immediately** at the sole discretion of the CMH with written notification to the CONTRACTOR for reasons that include, but are not limited to:
1. Reduction in funding.
  2. Material breach of the contract.
  3. The CMH determines or has reason to believe that the health, safety, or welfare of a consumer is jeopardized by continuation of the contract. The consumer will be immediately transferred to a new provider by the CMH.
  4. The CONTRACTOR commits any fraud or misrepresentation relating to the services performed under this contract.

- D. Should this contract be terminated or not renewed by either party, the CMH and the CONTRACTOR agree to participate in the development of a written transition plan within ten (10) days of notice of termination of the contract.
1. The transition plan shall specify all financial obligations known to both parties at the time of termination.
  2. The transition plan shall specify each party's responsibilities with dates of completion. In the event a date of completion cannot be met by either party, notification shall be provided in writing to the designee identified in the plan prior to the identified due date.
  3. The transition plan shall specify responsibility and dates of completion to transfer possession of relevant clinical documents, billing information for each consumer and all medications and personal property of consumers.
  4. During the transition period, the CONTRACTOR shall not be released from any obligation to provide continuing medically necessary services to a consumer until the responsibility for the consumer's services can be transferred to another CONTRACTOR. The CMH shall make payments to the CONTRACTOR for such covered services in accordance with the terms of the contract.
- E. Any termination of this contract shall not relieve either party of the obligations incurred prior to the effective date of such termination.

Community Mental Health  
of Ottawa County

Agency

\_\_\_\_\_  
Lynne Doyle, MPA, MA, LLP Date  
Executive Director

\_\_\_\_\_  
Name, Date  
Executive Director

\_\_\_\_\_  
Joseph S. Baumann, Chairperson, Date  
Ottawa County Board of Commissioners

\_\_\_\_\_  
Justin F. Roebuck, Clerk/Register Date  
County of Ottawa