

**PROVIDER AGREEMENT**  
**MSY App ID:**

Aetna Better Health Inc. dba Aetna Better Health of Ohio, on behalf of itself and its Affiliates (“Company”), and Foundations for Living (“MSY Provider”), on behalf of itself, enter into this Provider Agreement (the “Agreement”), as of \_\_\_\_\_ (“Effective Date”) related to the OhioRISE member \_\_\_\_\_. Please list start date if different from “Effective Date” above \_\_\_\_\_.

**WHEREAS**, Company was selected by the Ohio Department of Medicaid (“ODM”) to implement the Ohio Resilience through Integrated Systems and Excellence program (“OhioRISE Program”), serving as the specialized managed care organization for the state’s children with the most complex behavioral health needs through offering and administering the OhioRISE Plan; and

**WHEREAS**, ODM is designating funds to Company to distribute to approved Multi-System Youth (“MSY”) providers to provide services and support for multi-system youth that are members of the OhioRISE Plan;

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- 1. Funds Disbursement.** MSY Provider shall provide necessary information through an application process in collaboration with the member’s Care Management Entity (CME) and Child and Family Team, completed by the CME and submitted to OhioRISE for review prior to OhioRISE submitting to the state MSY Team. Once ODM approves an application and communicates approved funding, an active provider will be able to begin services according to the agreement. The Company shall disburse a payment to MSY Provider after signature of this agreement and upon receipt of a proper invoice for services rendered as approved through the MSY Application process, sent to company at no less frequency than monthly, and subject to the terms and conditions herein. MSY Provider acknowledges that the total funding available under this provider agreement is \$ \_\_\_\_\_ for up to \_\_ days, beginning on \_\_\_\_ date, and that MSY Provider shall receive no more than that amount unless otherwise extended or approved in a separate application process. The Provider must review the funding amount and ensure this agreement reflects the provider's expectations and that the funding amount requested only includes costs for services that are not covered by any other payers, to include Medicaid (i.e., transportation to/from home visits, nursing); costs that are specific to IV-E program administration/youth (i.e., clothing, costs of administering a IV-E program); or school-related costs (transportation, school supplies, etc.). The MSY Provider must provide the date of admission/first funding date for this Agreement to be fully executed. Failure to provide admission/first funding date will delay the execution of this Agreement and may result in MSY Provider not being eligible for funding. No later than 30 days prior to the end of this Agreement, if continued funding is warranted by the Provider in collaboration with the member’s Child and Family Team, the MSY Provider must notify and coordinate with the Care Management Entity (“CME”) to ensure an application for continued services and funding is completed and submitted to the state MSY team no later than 14 days prior to the expiration of an existing approved funding period timely. Failure of the MSY Provider to secure a new approved Agreement to continue funding will result in loss of continued funding. Retroactive funding requests will be rejected and will not be sent to the state MSY Team for consideration.. Provider must only include approved MSY expenses within the submitted invoice. When an invoice is received from the provider, the Company is responsible for reconciling against approved funding prior to paying the MSY provider. If available funds are greater than or equal to the invoice, the MSY

provider will be paid in the form of ACH/Check depending on the MSY provider's requested method. The MSY Provider must notify the Company of a discharge date within thirty (30) business days. If the MSY Provider was paid in error or in excess of actual charges, the MSY provider is required to return unused funds to Company within 30 days after end of the application period. If a member discharges prior to the projected date within the approved application, the Company will reconcile those funds within 30 days of the end of the application period and return any excess funds to ODM as part of the ODM/Company agreed upon reconciliation process with ODM. Reconciliation of funds are specific to an approved application for member/provider/time period. If any of the member/provider/time period is different from the approved application, the MSY provider will need submit a new application.

2. **Allowed Costs.** MSY Provider agrees that the funds will be used only for the purpose of implementing the services described on the MSY application as approved by ODM.
3. **Audit.** Without limiting Company's additional rights under any other agreement, MSY Provider agrees, on behalf of itself and its subcontractors, that Company, Company's designated agent(s), governmental authorities having jurisdiction (including, but not limited to, the Auditor of the State of Ohio pursuant to Ohio Revised Code Chapter 117), ODM, and any applicable accrediting organizations may audit or otherwise request and review (on-site or otherwise), upon at least ten (10) calendar days prior written notice (or upon shorter notice in the event that Company determines a shorter period is necessary to ensure Company's compliance with Applicable Law), any and all documents and materials related to services rendered under this Agreement, during the term of this Agreement and for a period of ten (10) years thereafter.
4. **Transparency and related requirements.** As conditions of receiving funds pursuant to this Agreement, the MSY Provider shall:
  - a. Allow the CME and member's family to participate in treatment planning meetings, including transition and discharge planning that begins at day of admission and continues no less than monthly;
  - b. Participate in the Child and Family Team meeting as coordinated by the CME;
  - c. Provide written updates to the CME regarding the member's care as requested by the MSY Team and no less than monthly;
  - d. Participate in the completion of a new MSY application when decisions have been made to extend past the originally approved number of days and funding, including providing a clinical documentation and recommendation for continued treatment and the estimated discharge date;
  - e. Monitor the amount of funds invoiced to recognize when the approved funds are ending. Alert the CME and family that funds are projected to end at least 30 days prior;
  - f. Contact the Aetna Primary Point of Contact if the CME has not engaged within the treatment process within the first 30 days of this agreement, is not communicating with the Provider through this Agreement, and has not initiated an updated application to extend MSY funds, at least 30 days prior to the end of the approved funding;
  - g. Participate in any corrective action plan or remediation activities identified by the Company;
  - h. Share data only as authorized by Company and ODM, and consistent with all applicable state and federal privacy laws surrounding PHI, PII and HIPAA Laws;
  - i. Grant ODM access to documents and other records ODM deems relevant to evaluate MSY program;
  - j. Release to the Company and ODM any information necessary for the Company to perform any of its obligations under the Company's Grant agreement with ODM, including compliance with reporting and quality assurance requirements;
  - k. Allow access for the Company, ODM, or ODM's designee to records;

- l. Ensure that no Medicaid-eligible members and ODM are liable for any cost, payment, co-payment, cost-sharing, down payment, or similar charge, refundable or otherwise for services performed. If MSY Provider fails to execute a new agreement at the conclusion of this Agreement to extend funding, continued funding is not guaranteed. The MSY Provider will not hold a Medicaid-eligible member/family liable for any cost, payment, copayment, cost-sharing, down payment or similar charge, refundable or otherwise for services performed outside of the parameters of this Agreement;
  - m. Promptly supplying any documentation necessary for the settlement of any outstanding claims or services upon the ending, non-renewal, or termination of the agreement;
  - n. Abide by the OhioRISE Plan's written policies regarding the False Claims Act and the detection and prevention of fraud, waste, and abuse;
  - o. Fully assist and cooperate with the OhioRISE Plan in fulfilling the Company's obligations under the Company's Grant agreement with ODM; and
  - p. Obtaining and gathering data, documents, and information from subcontractors for purposes of an audit, evaluation, or inspection of its premises, physical facilities, equipment, books, records, contracts, computer or other electronic systems relating to its performance;
  - q. Permit the Company the right to seek revocation of the Provider Agreement as applicable if the Company determines that the MSY Provider has not performed satisfactorily, or the arrangement is not in the best interest of the Company's members.
  - r. Notify the CME and/or Aetna within three (3) days of any local, state, or federal civil (including licensure, accreditation or certification) or criminal investigation of the provider of allegations that, if true, could impact the health, safety or welfare of the youth at the facility. Notify the CME and Aetna of any incidents and/or transitions within three (3) days and notify Aetna of any changes in its status, such as intent to merge with another business or to close, no later than thirty (30) days prior to the occurrence.
5. **Off-Shoring.** MSY Provider shall not use and shall prohibit its subcontractors from using any individual or entity to perform any services for the OhioRISE Program (including, without limitation, the receipt, processing, transferring, handling, storing, maintaining, creating, or accessing of protected health information (PHI) or personal identifying information (PII) for any period of time for any reason) if the individual or entity is physically located outside of one of the forty-eight (48) contiguous states of the United States ("Offshore Entity"), unless: (a) Company and ODM, in their sole discretion and judgment, agrees in advance and in writing to the use of such Offshore Entity; and (b) such off-shoring of services is permitted by applicable law. In the event that Company provides MSY Provider with prior written approval to use an Offshore Entity to perform any services for the OhioRISE Program, MSY Provider shall take all steps necessary to ensure that Offshore Entity complies with the requirements of this Agreement and Applicable Law, including Ohio Executive Order 2019-12D. MSY Provider further agrees that Company has the right to audit any Offshore Entity prior to the Offshore Entity's provision of services for the OhioRISE Program.
6. **Background Investigation.** MSY Provider agrees that Company and ODM reserve the right to conduct screenings and background investigations as determined necessary by Company and ODM.
7. **Applicable Law.** All applicable Federal and state laws, regulations, and governmental directives related to this Agreement and Company's OhioRISE Plan Provider Agreement with ODM. This includes without limitation Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972 (regarding education programs and activities); the Age Discrimination Act of 1975; the Rehabilitation Act of 1973; the Americans with Disabilities Act; and Section 1557 of the Affordable Care Act.

8. **Interference with Contractual Relations.** MSY Provider will not engage in activities that would cause Company to lose existing or potential members, including but not limited to, advising Company customers, payers or other entities currently under contract with Company to cancel, or not renew their contracts. Except as required under this Agreement or by a governmental authority or court of competent jurisdiction, MSY Provider will not use or disclose membership lists acquired during the term of this Agreement including, but not limited to, for the purpose of soliciting individuals who were or are Members or otherwise to compete with Company.
9. **Dispute Resolution.** Company will provide an internal mechanism under which MSY Provider can raise issues, concerns, controversies or claims regarding the obligations of the Parties under this Agreement. MSY Provider will exhaust Company's internal mechanisms before instituting any arbitration or other permitted legal proceeding.
10. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement, including breach, termination, or validity of the Agreement, except for injunctive relief or any other form of equitable relief, will be settled by confidential, binding arbitration, in accordance with the Commercial Rules of the American Arbitration Association. The arbitrator may award only compensatory damages for breach of contract, and is not empowered to award punitive, exemplary or extra-contractual damages. Except as may be required by law or to the extent necessary in connection with a judicial challenge, permitted appeal, or enforcement of an award, neither a Party nor an arbitrator may disclose the existence, content, record, status or results of dispute resolution discussions or an arbitration. Any information, document, or record (in whatever form preserved) referring to, discussing, or otherwise related to dispute resolution discussions or arbitration, or reflecting the existence, content, record, status, or results of dispute resolution discussions or arbitration is confidential. The Parties are entitled to take discovery consistent with the Federal Rules of Civil Procedure (including, but not limited to, document requests, expert witness reports, interrogatories, requests for admission and depositions). This section will survive the termination of this Agreement.
11. **Entire Agreement.** This Agreement and the approved MSY application and any exhibits, addenda, schedules or appendices to it constitutes the entire understanding of the Parties and supersedes any prior agreements related to the subject matter of this Agreement.
12. **Waiver/Governing Law/Severability/No Third Party Beneficiaries/Headings.** The waiver by either Party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach of this Agreement. Except as otherwise required by Applicable Law and/or an applicable Compliance Addendum, this Agreement will be governed in all respects by the laws of the state of Ohio, without regard to such state's choice of law provisions. Any determination that any provision of this Agreement or any application of it is invalid, illegal or unenforceable in any respect in any instance will not affect the validity, legality and enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provision of this Agreement. Other than as expressly set forth in this Agreement, no third persons or entities are intended to be or are third party beneficiaries of or under the Agreement, including, but not limited to, members. Headings in the Agreement are for convenience only and do not affect the meaning of the Agreement.
13. **Insurance.** Company agrees to procure and maintain such policies of general and other insurance, and/or maintain an appropriate program of self-insurance, as shall be necessary to insure Company and its employees against any claim(s) for damages arising in connection with the performance of Company's obligations under this Agreement. MSY Provider agrees to procure and maintain such policies of general and professional liability and other insurance at minimum levels required by state law, or in the absence of state law specifying a minimum limit, an amount customarily maintained by similarly situated providers of similar services in the state(s) or region(s) in which they operate.
14. **Limitation of Liability.** A Party's liability, if any, for damages to the other Party related to this

Agreement, will be limited to the damaged Party's actual damages. Neither Party will be liable to the other for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind. This section will survive the termination of this Agreement.

- 15. **Assignment.** MSY Provider may not assign this Agreement without Company's prior written consent.
- 16. **Amendments.** This Agreement will be deemed to be automatically amended to conform with all Applicable Law (which includes any updates to OhioRISE Program requirements) promulgated at any time by any state or Federal regulatory agency, governmental authority, or applicable accreditation agency. Notwithstanding the foregoing, at Company's discretion, Company may amend this Agreement upon written notice to MSY Service Provider to comply with Applicable Law (which includes any updates to OhioRISE Program requirements).
- 17. **Notices.** Notices required to terminate or non-renew the Agreement must be sent by U.S. mail or nationally recognized courier, return receipt requested, to the applicable Party's most currently updated address. Any other notices required under this Agreement may be sent by letter, electronic mail or other generally accepted media, to the applicable Party's last updated address.
- 18. **Non-Exclusivity.** This Agreement is not exclusive and does not preclude either Party from contracting with any other person or entity for any purpose.
- 19. **Agreement Term.** This Agreement begins on the Effective Date and shall conform with the terms of Company's grant agreement for the OhioRISE Transition Grant Program. This Agreement may be terminated by Company on 30 days written notice.

SIGNED AND AGREED TO:

Date: \_\_/\_\_/2024

Martha Taylor, CEO  
Aetna Better Health of Ohio, OhioRISE  
7400 W. Campus Road  
New Albany, OH 43054

BY: \_\_\_\_\_

Date: \_\_\_\_\_

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