AGENDA

BAY ARENAC BEHAVIORAL HEALTH
BOARD OF DIRECTORS
FINANCE COMMITTEE MEETING

Wednesday, August 12, 2026 at 5:00 pm

Room 225, Behavioral Health Center, 201 Mulholland Street, Bay City, MI 48708

Committee Members:	**Present**	**Excused**	**Absent**		**Present**	**Excused**	**Absent**	Others Present:
Tim Banaszak, Ch				Kathy Niemiec				BABH: Marci Rozek, Chris Pinter, and Sara McRae
Sally Mrozinski, V Ch, Ex Off				Pam Schumacher				
Richard Byrne				Pat McFarland, Ex Off				
Patrick Conley				Robert Pawlak, Ex Off				Legend: M-Motion; S-Support; MA-Motion Adopted; AB-Abstained
Christopher Girard								

	Agenda Item	Discussion	Motion/Action
1.	Call To Order & Roll Call		
2.	Public Input (Maximum of 5 Minutes)		
3.	Unfinished Business 3.1) None		
4.	New Business 4.1) Investment earnings reports for the period ending July 31, 2026 4.2) Finance August 2026 contract list 4.3) Bid Report for Van Lift		4.1) Consideration of a motion to refer the investment earnings reports for the period ending July 31, 2026 to the full Board for information 4.2) Consideration of a motion to refer the Finance August 2026 contract list to the full Board for approval 4.3) Consideration of a motion to refer purchasing a van lift for a HSW Beneficiary from Mobility Works in the amount of $26, 086.72

AGENDA

BAY ARENAC BEHAVIORAL HEALTH
BOARD OF DIRECTORS
FINANCE COMMITTEE MEETING

Wednesday, August 12, 2026 at 5:00 pm
Room 225, Behavioral Health Center, 201 Mulholland Street, Bay City, MI 48708

	4.4) Michigan Municipal Risk Management Authority Updated Limits & Annual Distribution 4.5) 2026 Do-All Contract 4.6) 2026 Residential Vacancy Rates 4.7) Preliminary Planning Final 2026 Budget & Initial 2027 Budget Forecast 4.8) Joint Representation Agreement		4.4) No action necessary 4.5) No action necessary 4.6) No action necessary 4.7) No action necessary 4.8) No action necessary
5.	Adjournment	M - S -	pm MA

Bay-Arenac Behavioral Health Authority
Estimated Cash and Investment Balances July 31, 2026

Balance July 1, 2026	10,056,650.48
Balance July 31, 2026	13,926,814.58
Average Daily Balance	13,854,749.03
Estimated Actual/Accrued Interest July 2026	20,835.06
Effective Rate of Interest Earning July 2026	1.80%
Estimated Actual/Accrued Interest Fiscal Year to Date	151,306.67
Effective Rate of Interest Earning Fiscal Year to Date	2.73%

Note: The Cash and Investment Balances exclude Payroll and AP related Cash Accounts.

Cash Available - Operating Fund

	Rate	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26
Beg. Balance Operating Funds - Cash, Cash equivalents, Investments		4,597,768	6,261,517	6,775,688	5,966,633	5,274,202	8,431,919	6,776,354	5,376,236	4,732,550	8,105,441	7,785,704	6,060,159	5,143,018
Cash in		20,990,024	16,234,403	12,208,234	13,636,279	21,097,480	13,203,400	12,594,625	12,095,878	21,243,634	14,182,106	11,806,450	18,483,283	24,866,824
Cash out		(19,326,275)	(15,720,233)	(13,017,289)	(14,328,710)	(17,939,763)	(14,858,965)	(13,994,743)	(12,739,564)	(17,870,743)	(14,501,842)	(13,531,996)	(19,400,423)	(21,008,342)
Ending Balance Operating Fund		6,261,517	6,775,688	5,966,633	5,274,202	8,431,919	6,776,354	5,376,236	4,732,550	8,105,441	7,785,704	6,060,159	5,143,018	9,001,500
Investments														
Money Markets		6,261,517	6,775,688	5,966,633	5,274,202	8,431,919	6,776,354	5,376,236	4,732,550	8,105,441	7,785,704	6,060,159	5,143,018	9,001,500
	90.00													
	180.00													
	180.00													
	270.00													
	270.00													
Total Operating Cash, Cash equivalents, Invested		6,261,517	6,775,688	5,966,633	5,274,202	8,431,919	6,776,354	5,376,236	4,732,550	8,105,441	7,785,704	6,060,159	5,143,018	9,001,500
Average Rate of Return General Funds		3.37%	3.36%	3.34%	3.06%	2.94%	3.14%	3.00%	2.91%	2.85%	2.81%	2.79%	2.74%	2.67%
		3.26%	3.13%	3.28%	3.06%	2.81%	3.56%	2.56%	2.56%	2.58%	2.60%	2.57%	2.37%	2.43%
average		6,225,964	6,275,939	6,295,231	5,274,202	6,853,061	6,698,662	6,464,678	6,118,252	6,449,450	6,780,648	6,567,821	6,409,509	6,823,653

Cash Available - Other Restricted Funds

	Rate	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26
Beg. Balance-Other Restricted Funds - Cash, Cash equivalents, Investments		476,260	477,939	479,623	481,232	482,860	484,348	485,821	487,265	488,574	490,026	491,436	492,896	494,314
Cash in		1,679	1,684	1,608	1,628	1,488	1,473	1,444	1,308	1,452	1,410	1,461	1,418	1,418
Cash out														
Ending Balance Other Restricted Funds		477,939	479,623	481,232	482,860	484,348	485,821	487,265	488,574	490,026	491,436	492,896	494,314	495,732
Investments														
Money Market		477,939	479,623	481,232	482,860	484,348	485,821	487,265	488,574	490,026	491,436	492,896	494,314	4,925,314
		-	-	-	-	-	-	-	-	-	-	-	-	-
Total Other Restricted Funds		477,939	479,623	481,232	482,860	484,348	485,821	487,265	488,574	490,026	491,436	492,896	494,314	4,925,314
Average Rate of Return Other Restricted Funds		4.68%	4.63%	4.58%	4.11%	4.11%	3.93%	3.85%	3.78%	3.73%	3.70%	3.67%	3.65%	3.59%
		4.02%	4.15%	4.00%	4.11%	4.11%	3.58%	3.58%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%
average		470,615	471,434	472,251	482,860	483,604	484,343	485,074	488,574	486,482	487,190	487,903	488,616	932,285
Total - Bal excludes payroll related cash accounts		6,739,456	7,255,311	6,447,865	5,757,062	8,916,267	7,262,175	5,863,501	8,594,015	8,595,467	8,277,140	6,553,055	5,637,332	13,926,815
Total Average Rate of Return		3.44%	3.38%	3.39%	3.55%	3.33%	3.53%	3.15%	3.08%	3.04%	3.00%	2.99%	2.97%	2.73%

Bay-Arenac Behavioral Health
Finance Council Board Meeting
Summary of Proposed Contracts
August 12, 2026

			Old Rate	New Rate	Term	Out Clause?	Performance Issues? (Y/N) Risk Assessment Rating (Poor/Fair/Good/Excellent)
SECTION I. SERVICES PROVIDED BY OUTSIDE AGENCIES							
Clinical Services							
1	S	**Michigan Rehabilitation Services (MRS)** Cash Match Agreement	$15,000/year	Same	10/1/26 - 9/30/27	Y	N/A
2	M	**Flatrock Manor, Inc. (Davison, MI)** Remove Flatrock Creekbend location from the contract	$542.39/day	$0	Termination of this location eff. 8/4/26	Y	N
3	N	**Autism and Neurodiversity Services** Single Case Agreement for one BABHA individual to receive outpatient therapy services through ANS *Initial Assessment - 90791* *Individual Therapy (53+ mins) - 90837* *Individual Therapy (38 - 52 mins) - 90834* *Individual Therapy (16 - 37 mins) - 90832* *Family session w/out client present - 90846* *Family session w/client present - 90847* *Crisis session - 90839* *Add on code for crisis (30 min) - 90840*	$0	$208/event $176/event $120/event $80/event $120/event $176/event $176/event $88/event	8/1/26 - 9/30/27	Y	N
4	M	**Rose Hill, Inc. (Holly, MI)** A second BABHA individual is moving to Rose Hill - Baker House location	$0	$822/day	8/19/26 - 9/30/26	Y	N
5	M	**Better Living AFC LLC (Kentwood, MI)** Residential Type A Services for a BABHA individual that moved from Better Living AFC to Better Living Springmont	$70/hour for 2:1 staffing $35/hour for 1:1 staffing	$449.66/day	7/11/26 - 9/30/26	Y	N
6	N	**Independent Community Living, Inc.** Independent Facilitation Services	$0.00	$225/plan	9/1/26 - 9/30/27	Y	New Provider
Admin/Other Services							
SECTION II. SERVICES PROVIDED BY THE BOARD (REVENUE CONTRACTS)							
SECTION III. STATE OF MICHIGAN GRANT CONTRACTS							
7	M	**Mid-State Health Network** MOU for Clubhouse Spenddown Project. Funds available to address consumers' spenddown obligations ~ increase in funds.	$10,000	$16,800	10/1/25 - 9/30/26	Y	N/A
SECTION IV. MISC PURCHASES REQUIRING BOARD APPROVAL							
8	R	**Arthur J Gallagher & Co** Medical Director coverage for Dr. Roderick Smith	$10,166.98	$10,766.98	8/7/26 - 8/7/27	Y	N

R = Renewal with rate increase since previous contract
D = Renewal with rate decrease since previous contract
S = Renewal with same rate as previous contract
ES = Extension

M = Modification
N = New Contract/Provider
NC = New Consumer
T = Termination

Footnotes:

Bay Arenac Behavioral Health
Report of Bids Received
August 12, 2026

I Description of Goods or Services Subject to the Request for Bids: Purchase of a van lift for an HSW Beneficiary.

II Itemization of Bids Received:

Van Lift	
Bidder Name	**Amount**
The Creative Mobility Group	$ 27,730.00
Mobility Works	$ 26,086.72
Gresham Driving Aids	$ 26,763.00

III Recommendation:
Mobility Works

MMRMA Summary
Annual Premiums and Distribution of Excess Assets

Contract Period	Premium	Distribution	% of Premium	Distributions
7/1/16-6/30/17	72,915.00	33,195.00	57.2%	MMRMA Excess Net Assets to Renewing Members
		8,487.00		State Pool Loss Fund Distribution
7/1/17-6/30/18	71,977.00	9,403.00	33.6%	MMRMA Excess Net Assets to Renewing Members
		14,797.00		State Pool Loss Fund Distribution
7/1/18-6/30/19	76,316.00	13,782.00	33.5%	MMRMA Excess Net Assets to Renewing Members
		11,767.00		State Pool Loss Fund Distribution
7/1/19-6/30/20	83,870.00	16,376.00	30.9%	MMRMA Excess Net Assets to Renewing Members
		9,511.00		State Pool Loss Fund Distribution
7/1/20-6/30/21	87,431.00	10,337.00	19.9%	MMRMA Excess Net Assets to Renewing Members
		7,038.00		State Pool Loss Fund Distribution
7/1/21-6/30/22	90,652.00	17,036.00	27.7%	MMRMA Excess Net Assets to Renewing Members
		8,055.00		State Pool Loss Fund Distribution
7/1/22-6/30/23	92,615.00	41,744.00	58.1%	MMRMA Excess Net Assets to Renewing Members
		12,038.00		State Pool Loss Fund Distribution
7/1/23-6/30/24	94,377.00	55,880.00	71.9%	MMRMA Excess Net Assets to Renewing Members
		11,987.00		State Pool Loss Fund Distribution
7/1/24-6/30/25	98,172.00	38,682.00	46.8%	MMRMA Excess Net Assets to Renewing Members
		7,215.00		State Pool Loss Fund Distribution
7/1/25-6/30/26	114,675.00	12,091.00	15.4%	MMRMA Excess Net Assets to Renewing Members
		5,575.00		State Pool Loss Fund Distribution
Total Over 10 years	883,000.00	344,996.00	39.1%	

Members since 1985

Subject: MMRMA | Coverage Overview Limit Changes | Property & Data Breach/Cyber

Hello, MMRMA Members.

MMRMA has exciting news share! Effective 7/1/26, the following increases in limits apply:

- Property and Crime Document
  - The **All-Member Occurrence Limit increased to $500,000,000** per occurrence up from $350,000,000 per occurrence

- Data Breach and Privacy Liability Document
  - The per **member limit increased to $2,500,000** per occurrence with a member $2,500,000 annual aggregate
    - This is an increase from $2,000,000 per occurrence/$2,000,000 annual aggregate
  - Coverage F- **Social Engineering limit increased to $250,000** per occurrence with a $250,000 annual aggregate
    - This is an increase from $100,000 per occurrence /$100,000 annual aggregate

MMRMA is currently working to update the Coverage Overview. Please note that members who have already renewed coverage effective 7/1/26 or later will not be receiving another Coverage Overview. However, the increased limits are effective 7/1/26 and apply to all MMRMA members.

Please let me or Michele Olger know if you have any questions regarding these limit changes.

Lynne Bouwkamp
Account Coordinator | Team Lead

D 616-376-0250 **| O** 800-344-3531
Lynne.Bouwkamp@aleragroup.com

56 Cesar E. Chavez Ave SW | Suite 300 | Grand Rapids, MI 49503

CA License #6003856

ALERAGROUP

July 29, 2026

Christopher Pinter
Bay-Arenac Behavioral Health
201 Mulholland
Bay City, MI 48708

Dear Christopher Pinter:

Thank you for your recent renewal with the Michigan Municipal Risk Management Authority (MMRMA). On behalf of the MMRMA Board of Directors, I am very pleased to provide Bay-Arenac Behavioral Health with $12,091. This represents your share of the direct distribution of excess net assets from MMRMA to current eligible renewing Members declared by the Board in January 2026. In accordance with your instructions, your share of the direct distribution will be sent via electronic funds transfer to the bank account indicated on your ACH Authorization Form.

The Board determined whether to declare a distribution of excess net assets based on a recommendation from the Investment Committee and the most recent analysis by our actuary of MMRMA's net asset adequacy at June 30, 2025. This year, the Board declared a total deployment of excess net assets of $36,444,602, which includes a direct net asset distribution of $27,050,156 to eligible Members. Many factors contribute to the ability of the Board to declare a distribution, including, but not limited to, better than expected loss trends, good risk management practices, responsiveness to risk control recommendations, timely reporting of claims, and a successful well-diversified long-term investment strategy. A new actuarial analysis is performed each year to determine if there are excess net assets eligible for distribution; because each year's analysis is discrete, there is no guarantee of future distributions.

As always, the essential and most important factor allowing MMRMA to distribute excess net assets is the long-term commitment of its Members. More than half of MMRMA member entities have over 25 years of continuous membership with our organization. The method used to calculate the direct distribution of excess net assets recognizes and rewards those municipalities with sustained longevity. In addition to your years of continuous membership, the calculation method considers your claim loss history in excess of your self-insured retention (SIR) layer and your contributions to the General Fund over the past five years. Without your ongoing participation and commitment to MMRMA best practices, philosophy, and culture, such distributions would not be possible. The ultimate recognition for MMRMA's success goes to you and your fellow Members. The Board and I sincerely thank you for your loyal support of MMRMA.

Warmest regards,

Bryan J. Anderson
Executive Director

cc: Dave Hildenbrand

14001 Merriman Road • Livonia, MI 48154 • 734.513.0300 • 800.243.1324 FAX 734.513.0318 • www.mmrma.org

RISK

MICHIGAN MUNICIPAL
RISK MANAGEMENT
AUTHORITY

July 29, 2026

Christopher Pinter
Bay-Arenac Behavioral Health
201 Mulholland
Bay City, MI 48708

Dear Christopher Pinter:

Thank you for your recent renewal with the Michigan Municipal Risk Management Authority (MMRMA). On behalf of the MMRMA Board of Directors, I am very pleased to provide Bay-Arenac Behavioral Health with $5,575. This represents your share of the distribution of excess net assets from the State Pool Retention Fund to current eligible renewing State Pool Members declared by the Board in February 2026. Your share of the distribution will be sent via electronic funds transfer to the bank account indicated on your ACH Authorization Form.

The Board determined whether to declare a distribution of excess net assets from the State Pool Retention Fund based on a recommendation from the State Pool Committee and the most recent analysis by our actuary of the State Pool Retention Fund's net asset adequacy at June 30, 2025. This year, the Board declared a net asset distribution from the State Pool Retention Fund of $900,000 to eligible State Pool Members. Many factors contribute to the ability of the Board to declare a distribution, including, but not limited to, better than expected loss trends, good risk management practices, responsiveness to risk control recommendations, timely reporting of claims, and a successful well-diversified long-term investment strategy. A new actuarial analysis is performed each year to determine if there are excess net assets eligible for distribution; because each year's analysis is discrete, there is no guarantee of future distributions.

As always, the essential and most important factor allowing MMRMA to distribute excess net assets from the State Pool Retention Fund is the long-term commitment of its State Pool Members. The method used to calculate the distribution of excess net assets recognizes and rewards those municipalities with sustained longevity. In addition to your years of continuous membership, the calculation method considers your self-insured retention (SIR) claim loss history within the State Pool's retained risk layer and your contributions to the State Pool Retention Fund over the past five years. Without your ongoing participation and commitment to MMRMA best practices, philosophy, and culture, such distributions would not be possible. The Board and I sincerely thank you for your loyal support of MMRMA.

Warmest regards,

Bryan J. Anderson
Executive Director

cc: Dave Hildenbrand

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BAY-ARENAC BEHAVIORAL HEALTH
HISTORICAL PER MEMBER PER MONTH FUNDING & EXPENDITURES

REVENUE	**FY 26**	**FY 25**	**FY 24**	**FY 23**	**FY 22**	**FY 21**	**FY 20**	**FY 19**	**FY 18**	**FY 17**	**FY 16**
	Projected	**Actual**	**Actual**	**Actual**	**Actual**	**Actual**	**Actual**	**Actual**	**Actual**	**Actual**	**Actual**
Funding	**PMPM**	**PMPM**	**PMPM**	**PMPM**	**PMPM**	**PMPM**	**PMPM**	**PMPM**	**PMPM**	**PMPM**	**PMPM**
Medicaid	48,632,585	50,491,328	48,505,584	45,008,334	45,509,427	45,227,598	41,640,592	38,859,136	37,081,287	34,439,645	32,701,937
HMP	4,110,734	4,125,544	3,991,865	6,216,452	5,848,365	5,599,888	4,271,263	3,544,003	3,158,671	2,773,363	2,448,296
Autism	9,399,629	8,236,901	5,978,518	4,739,058	4,299,855	4,798,051	4,248,159	3,509,037	3,517,114	1,501,540	386,055
SUD 24/7/365	210,000	210,000	210,000	210,000	210,000	210,000	210,000	210,000	210,000	210,000	210,000
Total Revenue	62,352,948	63,063,774	58,685,967	56,173,844	55,867,647	55,835,537	50,370,014	46,122,176	43,967,072	38,924,548	35,746,287
									Excludes Benefit Stabilization		
PMPM Incr/(Decr) from Prior Year	-1.1%	7.5%	4.5%	0.5%	0.1%	10.9%	9.2%	4.9%	13.0%	8.9%	

EXPENSE

Fund Source	**FY26 Orig Budget**	**FY26 Projection**	**FY25 Actual**	**FY24 Actual**	**FY23 Actual**	**FY22 Actual**	**FY21 Actual**	**FY20 Actual**	**FY19 Actual**	**FY18 Actual**	**FY17 Actual**	**FY16 Actual**
Medicaid	49,414,625	52,597,730	52,206,911	50,652,241	48,394,553	45,946,235	42,895,542	38,994,062	37,986,151	37,981,665	36,311,351	35,085,446
HMP	6,797,402	6,168,600	8,146,199	6,491,168	6,395,526	5,074,548	5,093,168	4,843,603	4,053,778	4,030,264	3,541,711	3,267,821
Autism	12,948,302	15,924,148	14,493,191	11,633,429	9,807,687	8,037,772	6,648,895	5,019,486	5,354,541	4,113,034	2,879,907	1,262,684
	69,160,329	74,690,479	74,846,301	68,776,838	64,597,766	59,058,555	54,637,605	48,857,151	47,394,470	46,124,963	42,732,969	39,615,951
Expense (Over)/Under PMPM		(12,337,531)	(11,782,528)	(10,090,871)	(8,423,922)	(3,190,908)	1,197,932	1,512,863	(1,272,294)	(2,157,890)	(3,808,421)	(3,869,664)
Expense Incr/(Decr) from Prior Year		-0.2%	8.8%	6.5%	9.4%	8.1%	11.8%	3.1%	2.8%	7.9%	7.9%	
Expense Includes Staffing Crisis Funding					1,343,444	1,474,993						

MILLER JOHNSON Attorneys

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August 4, 2026

PERSONAL & CONFIDENTIAL

Barry County Community Mental Health Authority
Bay-Arenac Behavioral Health Authority
Berrien County Mental Health Authority d/b/a Riverwood Center
Branch County Community Mental Health Authority d/b/a Pines Behavioral Health Services
Cass County Community Mental Health
Calhoun County Community Mental Health d/b/a Summit Pointe
Community Mental Health and Substance Abuse Services of St. Joseph County d/b/a/ Pivotal
Community Mental Health for Central Michigan
Community Mental Health Authority of Clinton, Eaton, and Ingham Counties
Gratiot County Community Mental Health Services d/b/a Gratiot Integrated Health Network
Huron County Community Mental Health Authority
Ionia County Community Mental Health Authority d/b/a The Right Door for Hope, Recovery, and Wellness
Jackson-Hillsdale Community Mental Health Board d/b/a/ LifeWays
Kalamazoo County Community Health Authority d/b/a Integrated Services of Kalamazoo
Montcalm Center for Behavioral Health d/b/a Montcalm Care Network
Newaygo County Mental Health Authority
Saginaw County Community Mental Health Authority
Shiawassee County Community Mental Health Authority d/b/a Shiawassee Health and Wellness
Tuscola County Community Mental Health Authority d/b/a Tuscola Behavioral Health Systems
Van Buren Community Mental Health Authority

Dear CEOs and Executive Directors,

Thank you for choosing Miller Johnson to represent you. This letter contains the basic terms of our representation. The terms stated here are supplemented by our **Standard Terms of Engagement**, a copy of which is attached to this letter. Those terms are also important and you should read them closely.

It is our goal to represent you efficiently and effectively. You should be informed about the progress of the representation and comfortable with our services and the people who provide them, so please call us if you ever have a question, suggestion or problem.

<u>Who Is the Client</u>? Identifying our client is important. Our duty of representation runs to our client, not to any other person. The attorney-client privilege belongs to our client, not to any other person. Our clients are Barry County Community Mental Health Authority, Bay-Arenac Behavioral Health Authority, Berrien County Mental Health Authority d/b/a Riverwood Center, Branch County Community Mental Health Authority d/b/a Pines Behavioral Health Services, Cass County Community Mental Health, Calhoun County Community Mental Health, Community Mental Health and Substance Abuse Services of St. Joseph County d/b/a/ Pivotal, Community Mental Health for Central Michigan, Community Mental Health Authority of Clinton, Eaton, and Ingham Counties, Gratiot County Community Mental Health Services d/b/a Gratiot Integrated Health Network, Huron County Community Mental Health Authority, Ionia County Community Mental Health Authority d/b/a The Right Door for Hope, Recovery, and Wellness, Jackson-Hillsdale Community Mental Health Board d/b/a/ LifeWays, Kalamazoo County Community Health Authority d/b/a Integrated Services of Kalamazoo, Montcalm Center for Behavioral Health d/b/a Montcalm Care Network, Newaygo County Mental Health Authority, Saginaw County Community Mental Health Authority, Shiawassee County Community Mental Health Authority d/b/a Shiawassee Health and Wellness, Tuscola County Community Mental Health Authority d/b/a Tuscola Behavioral Health Systems, and Van Buren Community Mental Health Authority (collectively, "You").

<u>What Is the Scope of Our Representation</u>? We will be representing you with respect to your discussions and planning for a new regional entity to respond to any request for proposal from the Michigan Department of Health and Human Services.

<u>Joint Representation</u>. Representing you means that we have twenty clients, not one. Representing more than one client can have advantages and disadvantages, which we highlight below.

- *Advantages.* One advantage of a joint representation is that it can often be more efficient and less costly than each of you having separate legal counsel. Also, communications between us and all of you can be protected by the attorney-client privilege. And a joint representation can facilitate the exchange of information and the coordination of strategies and tactics.

- *Disadvantages*.

    - One potential disadvantage is that conflicting interests may develop between some or all of you as the matter develops. Our duty is to exercise our judgment on behalf of all of you without favoring one of you over the other. We are not aware of any conflicting interests that you may have with each other with respect to our representation. But, if you believe at any time that your interests conflict with the others, please contact us immediately. We will also promptly contact you if we independently believe that a conflict may arise.

  - Two other potential disadvantages in a joint representation is that any of you might feel that we are treating the other(s) better, and that you might feel that the other(s) is/are exerting greater influence over our judgment.

- *The Alternative*. These disadvantages of joint representation would not exist if each of you were to hire your own legal counsel. If each of you had your own separate legal counsel, each of you would have full control over the relationship with your own legal counsel. You would have no reason for concern about whether we may develop divided loyalties among you as our joint clients.

- *Contact Us*. If you feel at any time that our representation is unbalanced in any way, please let us know immediately. Each of you may terminate your participation in this joint representation at any time by giving us written notice.

- *Attorney-Client Privilege and Joint Representation*. You should also understand how the attorney-client privilege works in a joint representation. The privilege is held jointly by all of you. We may not disclose to anyone else our communications between us and any of you. But communications between any of you and our firm related to the representation are not protected from our disclosure of those communications to the others. Therefore, if you have relevant information that you wish to disclose to us on a privileged basis, and you do not want us to disclose that information to the others, you should not disclose that information to us and you should seriously consider retaining your own counsel instead of entering into or continuing this joint representation. Otherwise, we must disclose to our joint client privileged information received from any of you.

- *Confidentiality in a Joint Representation*. A joint representation also imposes a confidentiality obligation on each of you that would not exist where each of you have your own counsel. In a joint representation, you may have confidentiality obligations that survive after the joint representation terminates. If any of you terminates participation in this joint representation, or if we terminate our representation of one or any of you, the privileged nature of prior communications continues.

How Will We Communicate With Each Other? We will keep you informed of the status of the representation and on matters that impact any decisions you must make. Should you at any time have questions or need for information, we will respond promptly. Unless otherwise limited by you, we may communicate with one another in person or by phone, email, letter or fax. The email addresses that we may use for our communications to you are Slinsey@sccmha.org and bmeints@iskzoo.org. Please understand that our communications to those email addresses will likely be privileged or confidential and that it is your responsibility to secure that address from unauthorized users.

By signing this agreement, you agree that Sandra Lindsey and Beth Ann Meints are authorized to direct our representation.

Your Obligations. Your cooperation is essential for a good working relationship in this representation. Accordingly, you will:

A. give us direction as we may request from time to time.

B. give us complete and accurate information throughout the representation. We will rely on the completeness and accuracy of that information in performing our services.

C. notify us of any change of your primary organizational contact or communication addresses or methods.

How Do We Charge for Our Services?

Background On Fees. Unless other arrangements are made, we compute our service fees primarily on the time spent by our lawyers and paralegals to deliver services. Ethical rules require that our hourly rates and the overall fee take into account the complexity of the work, our efficiency, the results achieved, the special expertise and experience of the lawyers and paralegals involved, the time limitations imposed by you or the circumstances, and other relevant factors.

Hourly Rates. Depending upon the special expertise and amount of experience involved, our lawyer hourly rates range from $230 to $820, and our paralegal hourly rates range from $225 to $320 at this time. Our firm's attorney average billing rate is approximately $490 per hour. Our hourly rates are subject to change from time to time without notice and are reviewed at least annually. I will be primarily responsible for handling this matter. My present hourly rate is $650. On rare occasions we may not have adequate legal or paralegal staff available to handle the demands of your representation. In that event, we may at our discretion retain independent contractors and charge their services to you at comparable rates for Miller Johnson employees.

Out of Pocket Expense Reimbursement. You will reimburse us for reasonable out-of-pocket expenses incurred by us in delivering our services. We charge the reimbursement at our actual cost without any premium or mark-up. Examples of expenses are computer research, overnight mail service, document delivery service, copies, filing fees, secretarial overtime, and travel. If we retain outside service providers, such as expert witnesses, local counsel and other consultants, we may ask them to bill you directly or may forward their bills to you for payment.

Monthly Billing. We will send monthly invoices itemizing our services and expenses to Saginaw County Community Mental Health Authority. The monthly bills are convenient means to track our activities. If there is anything on the bill or the activities it describes that you have questions about, please ask us promptly.

Conflicts. Our firm represents many other companies and individuals. Our initial conflict check shows no apparent conflicts to representing you. If there are other individuals or entities, aside from the designated Parties and any potentially adverse parties, for whom conflicts should be evaluated, you will inform us. If we learn of a conflict, we will notify you and take appropriate action.

Client Records. During the course of this representation, we will receive electronic and hard copy files and other items from you and others, and we will create work product. We will maintain those files and other items that are material and relevant to protecting and promoting your interests during the course of the representation and for a reasonable time thereafter. These materials are referred to as “Records”. At your request, upon conclusion of this representation, we will return to you all hard copies of the Records that we are not legally bound to retain. If you do not request these Records within 45 days of the conclusion of this representation, then we will destroy the hard copy records, and only maintain an electronic copy. Any Records we are legally bound to retain will be destroyed pursuant to our retention schedule for the type of matter representation.

Acceptance of These Contractual Terms. Sometimes we ask a Client to sign and return a copy of this letter. Whether or not you return a signed copy, this agreement becomes binding upon the performance of our services with your knowledge or acceptance.

Entire Agreement and Effective Date. This letter and the Miller Johnson Standard Terms of Engagement contain the entire agreement between you and our firm regarding this representation. Your acceptance of our services after the date of this letter evidences your agreement to these terms.

Thank you again for selecting Miller Johnson to represent you. Please call us to discuss anything in this letter that you do not understand completely.

Sincerely,

MILLER JOHNSON

Neil J. Marchand

By Neil J. Marchand
Attorney

ACCEPTED AND AGREED:

By: Signed by: Richard Thiemkey DECCB047D47E42F...

Name: Richard Thiemkey

Of: Barry County Community Mental Health Authority

Date: 8/5/2026

By: ______________________

Name: Michael Mallory

Of: Cass County Community Mental Health Services d/b/a Woodlands Behavioral Health Network

Date: ____________________

By: ______________________

Name: Chris Pinter

Of: Bay-Arenac Behavioral Health Authority

Date: ____________________

By: Signed by: Jean M Goodrich 1B994545EA0749D...

Name: Jeannie Goodrich

Of: Calhoun County Community Mental Health d/b/a Summit Pointe

Date: 8/6/2026

By: DocuSigned by: Ric Compton 60E50262A5024C1...

Name: Ric Compton

Of: Berrien County Mental Health Authority d/b/a Riverwood Center

Date: 8/5/2026

By: ______________________

Name: Cameron Bullock

Of: Community Mental Health and Substance Abuse Services of St. Joseph County d/b/a Pivotal

Date: ____________________

By: ______________________

Name: Sue German

Of: Branch County Community Mental Health Authority d/b/a Pines Behavioral Health Services

Date: ____________________

By: Signed by: Bryan Korgman CA636D23506F473...

Name: Bryan Korgman

Of: Community Mental Health for Central Michigan

Date: 8/7/2026

By: Signed by: Sara Lurie C439A9608ED3482...

Name: Sara Lurie

Of: Community Mental Health Authority of Clinton, Eaton, and Ingham Counties

Date: 8/5/2026

By: ____________________

Name: Lynn Charping

Of: Gratiot County Community Mental Health Services d/b/a Gratiot Integrated Health Network

Date: ____________________

By: DocuSigned by: Tracey Dore 38F122BE24594EC...

Name: Tracey Dore

Of: Huron County Community Mental Health Authority

Date: 8/4/2026

By: ____________________

Name: Susan Richards

Of: Ionia County Community Mental Health Authority d/b/a The Right Door for Hope, Recovery, and Wellness

Date: ____________________

By: Signed by: Cassandra Watson 34579AD0A2C94F7...

Name: Cassandra Watson

Of: Jackson-Hillsdale Community Mental Health Board d/b/a LifeWays

Date: 8/7/2026

By: Signed by: Beth Ann Meints 0156AECC859E4A7...

Name: Beth Ann Meints

Of: Kalamazoo County Community Mental Health Authority d/b/a Integrated Services of Kalamazoo

Date: 8/5/2026

By: DocuSigned by: Tammy Warner D61F3FF30B8B42E...

Name: Tammy Warner

Of: Montcalm Center for Behavioral Health d/b/a Montcalm Care Network

Date: 8/4/2026

By: Signed by: Carol Mills 61892D29748A402...

Name: Carol Mills

Of: Newaygo County Mental Health Authority

Date: 8/5/2026

DocuSigned by:
By: Sandra Lindsey
2EE3DEBE984A422

Name: Sandra Lindsey____

Of: Saginaw County Community Mental Health Authority

Date: 8/10/2026

Signed by:
By:
6DDF868A3F3E407...

Name: Ryan Painter____

Of: Shiawassee County Community Mental Health Authority d/b/a Shiawassee Health and Wellness

Date: 8/4/2026

By: ______________________

Name: Sharon Beals____

Of: Tuscola County Community Mental Health Authority d/b/a Tuscola Behavioral Health Systems

Date: ____________________

Signed by:
By: Debra Hess
2F985431016949A...

Name: Debra Hess____

Of: Van Buren Community Mental Health Authority

Date: 8/6/2026

MILLER JOHNSON
Attorneys and Counselors

MILLER JOHNSON STANDARD TERMS OF ENGAGEMENT

Miller Johnson is pleased to have you as a client. The foundation of a good relationship is a clear understanding of the legal services we will provide and the business terms of our engagement. We want you to be an informed and involved client and encourage your questions, suggestions and concerns at any time. These terms supplement those found in your engagement letter and are an integral part of our agreement.

THE ATTORNEY-CLIENT RELATIONSHIP

The person or entity we represent is that identified in the engagement letter and does not include, unless specifically stated, any affiliates, corporate parents, subsidiaries, officers, directors, shareholders, employees, partners or commonly owned entities. If the client is a corporation, a professional corporation or limited liability company, you must notify us in writing promptly upon the start of the engagement if there are individuals who are so closely involved with the ownership of the entity that we should consider them personally in any future analysis of conflicts of interest.

This representation shall end at the completion of the specific service(s) you have retained us to perform. If you later retain us to perform additional or different services, those shall be considered a separate engagement, regardless of whether we issue a new engagement letter, even if they bear some relationship to earlier work. We may send you a closing letter evidencing the completion of the representation or may communicate with you regarding the disposition of files and documents, but these activities are not considered a part of the engagement and the representation shall have ended on the date of last substantive legal service. Should we inform you from time to time of developments in the law which may be of interest to you, by email, newsletter, or otherwise, such communication is not a revival of an attorney-client relationship.

FUTURE REPRESENTATION

If our relationship has ended, we have no obligation to represent you in connection with related matters unless we have agreed to do so in writing. For example, in the event our engagement involves preparation of an agreement which provides for ongoing rights and obligations on your part, a dispute concerning the interpretation or enforceability of that agreement may subsequently arise after our engagement has been terminated. In the absence of our express written agreement, you may not assume that we will continue to be free to represent you in such a future dispute. Moreover, we have no obligation to inform you of deadlines, option rights, expiration dates or developments in the law, or to file UCC continuation statements or other documents that are required to continue or preserve your rights, unless we have agreed in writing to do so.

EXPRESSIONS OF PROFESSIONAL JUDGMENT

Any statements we may make concerning the outcome of your legal matters are expressions of our professional judgment and are not guarantees. Any estimate of the total amount of your legal fees and expenses for the engagement is likewise an expression of our professional judgment at the time and not a guarantee or a cap. Estimates of cost, particularly in litigated or contentious matters, are always inexact, depending very much upon the activities and positions of other parties and the scheduling of events by courts or tribunals.

HOW FEES ARE SET

Our fees are set by agreement with you. There is a variety of possible fee arrangements, including hourly billing, a flat fee, a contingent fee, and a variety of mixed or hybrid billing arrangements. Our customary fee agreement is based upon hourly billing for services rendered with adjustments as may be appropriate to the circumstances of the representation. Unless otherwise agreed, hours are billed at standard rates, which are set from time to time for each of our billing attorneys and paralegals. Upon your request at any time we shall be pleased to provide you with the rates for the personnel working on your matter. Our standard hourly rates are adjusted from time to time, usually annually, to reflect market conditions and the growing expertise of individual lawyers and paralegals. The hourly rate you are charged shall be the one in effect at the time the service is rendered. We shall track time in one quarter hour increments.

When we travel on your behalf, we generally charge portal-to-portal for our travel time. Whenever possible, we shall endeavor to work on your matter while traveling. If we work on matters for other clients while traveling on your behalf, that time shall be deducted from our charges to you.

It is important to the success of our relationship that we communicate accurately and fully regarding our charges and the basis for them. Likewise, you should tell us whenever you have any questions or issues about a billing statement and should address them to us within a reasonable time after receipt of our invoice (which we would ordinarily expect to be no more than 60 days). If you are not satisfied with the outcome of discussions about such matters with the attorney with whom you are dealing, please call the firm's general number and ask for the Chief Operating Officer, who will see that the appropriate person addresses your concern.

ATTORNEY CONFERENCES / MEETINGS

From time to time, internal conferences shall take place among the professionals who are participating in your representation. Although this approach might seem to result in duplication of effort, it is our belief that this practice facilitates communication, improves the quality of the work by allowing us to utilize specialists and a proper mix of personnel, and thus ultimately provides you with the best value. If, at any time, you are concerned about the efficiency or cost-effectiveness of our efforts, please express those concerns promptly so that we can address the issue in a timely fashion.

COSTS AND REIMBURSABLE EXPENSES

We often find it necessary to incur certain expenses on our client's behalf, such as travel (transportation, food and lodging), filing, recording and certification fees, title searches, court reporters, long distance telephone charges outside the contiguous 48 states, conference calling services, printing, photocopying and document production, computerized legal research, faxes, electronic litigation support, messenger and overnight courier services, and, in situations that may require it, non-lawyer staff overtime. These expenses are charged, insofar as possible, at our actual out-of-pocket cost.

Generally, you shall be directly invoiced for significant third party expenses, such as the invoices of other professionals whose assistance is required (e.g. accountants, consultants, forensic specialists, economists, planners, experts, etc.), court reporters, transcripts, investigations, photographs and other graphic exhibits and materials, and the like. In the event that we pay these expenses on your behalf, the cost shall be included with other reimbursable charges on our invoice to you.

On rare occasions we may not have adequate legal or paralegal staff available to handle the demands of your representation. In that event, we may at our discretion retain independent contractors and charge their services to you at comparable rates for Miller Johnson employees.

TERMS OF PAYMENT / COLLECTION

Unless otherwise agreed in writing, we typically bill monthly. Payment is due upon receipt. Any invoices not paid when due accrue interest at the maximum rate permitted by Michigan law, not to exceed 7% per annum, from the beginning of the month following the due date. In the event we must take legal action to collect a fee, you shall be responsible for paying the costs of collecting the debt, including court or arbitration tribunal costs, filing fees, and actual attorney fees (regardless of whether Miller Johnson in-house counsel are used).

CLIENT BILLING POLICIES AND PROCEDURES

We sometimes receive statements from clients of billing policies, procedures, guidelines or the like, that we are instructed to follow. In the event that you give such instructions, to the extent that they merely supplement the understandings in this Agreement, unless we notify you to the contrary, we shall take reasonable steps to honor them. However, in the event that the terms of the instructions conflict with this Agreement, this Agreement shall govern unless we otherwise expressly agree in writing.

ATTORNEY'S LIEN

If a monetary judgment or award is made in your favor, we shall have a lien on the proceeds to the extent of any unpaid fees, disbursements or other charges. All payments by way of recovery, award, settlement or the like to you from third parties shall be made jointly payable to you and to us.

In divorce matters, you hereby award us a valid and perfected lien on the property (including proceeds) awarded pursuant to a Judgment of Divorce, and we may, but are not required to, file any documents we deem appropriate to give notice of this lien (including recording a copy of this engagement letter, Judgment of Divorce, and UCC financing statements), in the real property records where the property subject to the Judgment of Divorce is located as well as with the appropriate Secretary of State's office.

CLIENT FILES

We maintain a file of the items reasonably necessary to your representation ("Client Files"), such as correspondence, pleadings, deposition transcripts, exhibits, physical evidence and expert reports. The Client File is our property. Any of your own documents or items that you have provided to us ("Client Documents") remains your property. We also generate, and sometimes temporarily place in the Client File, documents containing our attorney work product, mental impressions, precedents, legal or factual research, notes, and other materials that we find helpful or useful but that is not essential to the representation ("Work Product"). We also maintain Administrative Records, which include time and expense reports, billing memoranda or invoices, personnel and staffing materials, credit and accounting records and collection records. Work Product and Administrative Records are also our property.

After our engagement ends, we may or, upon your request, shall return any Client Documents to you. You agree that we may retain copies of those materials at our expense so as to insure that we have a complete record of the engagement. With respect to the Client Files, the Work Product and the Administrative Records, including electronic documents, you agree that we may adopt reasonable retention policies and may in furtherance of such retention policies delete and destroy such documents.

At any time you may request and shall be entitled to receive a copy of the Client Files for which you have compensated us. You agree to pay the cost of copying and transmittal.

If we receive a subpoena for your files in any matter in which you are a party, you agree to pay our reasonable and necessary costs and attorney fees for compliance.

If you request that your Client File and your Client Documents be transferred to another lawyer or returned to you, you understand that, unless otherwise agreed in writing, we shall retain a copy of the complete file, so as to have a record of our representation, and you agree that you shall pay the reasonable and necessary costs of file preparation and transfer, including the costs of copying and shipping the file and the services of personnel assigned to the task. If at the time you request such a transfer you have not fully satisfied all of your obligations to us under this agreement, including the payment of all fees and costs, we shall be entitled to hold the Client Files as security for performance of those obligations to the full extent permitted by the rules of professional conduct.

CLIENT TRUST ACCOUNT

We shall comply with all applicable ethical standards regarding the handling of funds belonging to you. Pursuant to those requirements, we shall not deposit any funds belonging to you in firm operating accounts. Rather, all such funds shall be deposited in a trust bank account that complies with our obligations under Michigan Rule of Professional Conduct 1.15 (Interest on Lawyers Trust Accounts).

TERMINATION OF PROFESSIONAL RELATIONSHIP

You may terminate our representation at any time by notifying us.

We may also withdraw from providing services to you upon giving you reasonable notice. The ethics rules governing the practice of law list several types of conduct or circumstances that require or allow us to withdraw from representing a client. Among those reasons are: (1) non-payment of our fees; (2) your failure to be forthright, cooperative or supportive of our efforts, (3) your misrepresentation of, or failure or refusal to disclose, material facts to us; (4) your failure or refusal to accept our advice; or (5) the discovery of a conflict of interest with another client. We shall try to identify in advance and discuss with you any situation which may lead to our withdrawal and, if withdrawal becomes necessary, we shall give you written notice of our withdrawal.

Termination of our professional relationship shall not affect your responsibility for payment for our services rendered or for costs and expenses incurred. Upon termination of our representation, we shall submit a statement for services rendered to date of termination, payable in full upon receipt.

In the event of termination or withdrawal, you shall pay the reasonable and necessary costs, including attorney time and the costs of copying the Client files, required to transfer the file to new counsel. Work Product shall not be transferred without our written approval, which may be given or not at our sole discretion.

CONFIDENTIALITY / PRIVILEGE

We shall protect your confidences and shall not divulge confidential information concerning your business, personal or legal matters, except as required by law, regulation or court order or as permitted by professional ethical standards.

An important feature of our relationship is the attorney/client privilege, which protects most confidential communications with us from disclosure to third persons. You should bear in mind, however, that this important safeguard may be lost as to a given matter if you disclose or authorize disclosure to any privileged information to any third party.

CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION (HIPAA)

If our representation of you requires us to receive and use health information that is protected by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), we shall protect this information as required of business associates under the HIPAA privacy and security standards.

AUDIT LETTER RESPONSES

You may request that we provide your auditors certain information in connection with your auditors' examination of your financial statements. We shall charge you for our services in doing so and each such response shall be considered an engagement separate and distinct from any of the matters reported upon. For your benefit and to protect the attorney-client privilege, our responses shall only be made in accordance with the ABA Statement of Policy Regarding Lawyers' Responses to Auditors' Requests for Information (December 1975), including all of the limitations contained therein. You consent to our adherence to the ABA Statement and agree not to request additional information.

SECURITIES LAW ADVICE

Unless specifically requested and agreed by us in writing, we shall not provide any advice with respect to the securities laws of the United States or any other jurisdiction or any related rules or regulations. You shall not, without our prior written consent, include any documents or information we provide to you in any filings with federal or state securities regulators.

FEDERAL TAX ADVICE

Unless specifically requested and agreed by us in writing, we shall not provide any advice that is intended or written to be used, and without such specific written consent cannot be used, for the purpose of (a) avoiding federal tax penalties that may be imposed upon a taxpayer or (b) promoting, marketing, or recommending to another party any tax-related matters addressed by us.

GENERAL PROVISIONS

You may not assign, transfer or otherwise convey rights or obligations under this agreement without our consent. This agreement is governed by Michigan law.

HIPAA BUSINESS ASSOCIATE/SUBCONTRACTOR PROVISIONS

These provisions outline the obligations of Miller Johnson under the privacy, security, breach notification and enforcement rules of the Health Insurance Portability and Accountability Act ("HIPAA") where Miller Johnson is acting as a "business associate" of a Client who is a "covered entity," or where Miller Johnson is acting as a "subcontractor" of a Client who is a "business associate." The terms "covered entity," "business associate" and "subcontractor" are defined under HIPAA. With respect to each such Client, these provisions set forth Miller Johnson's obligations, activities, and permitted uses and disclosures of protected health information ("PHI"), as that term is defined under HIPAA. **These provisions do not apply unless Miller Johnson is acting as a "business associate" or a "subcontractor" of a Client as described above.**

MILLER JOHNSON'S OBLIGATIONS AND ACTIVITIES

- Miller Johnson agrees not to use or disclose PHI other than as permitted or required herein or as required by law.
- Miller Johnson agrees to use appropriate safeguards and comply with federal regulations with respect to electronic PHI, and to prevent the use or disclosure of PHI other than as provided for in this HIPAA section.
- Miller Johnson agrees to mitigate, to the extent practicable, any harmful effect that is known to Miller Johnson of a use or disclosure of PHI by Miller Johnson in violation of the requirements of the HIPAA provisions herein.
- Miller Johnson agrees to report to Client any use or disclosure of PHI not provided for herein of which Miller Johnson becomes aware and/or any security incident of which Miller Johnson becomes aware.
- If Miller Johnson discovers a breach of unsecured PHI, Miller Johnson shall notify Client as soon as reasonably practicable. The notification will include identification of each individual whose unsecured PHI has been breached (or Miller Johnson reasonably believes to have been breached), and any other available information in Miller Johnson's possession which the Client is required to include in any required notice to the affected individuals.
- Miller Johnson agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits PHI on behalf of Miller Johnson regarding Client agrees in writing to the same restrictions, conditions and requirements that apply herein to Miller Johnson with respect to such information. Moreover, Miller Johnson shall ensure that any such agent or subcontractor agrees to implement reasonable and appropriate safeguards to protect Client's electronic PHI.
- Miller Johnson agrees to make its internal practices, books, and records including policies and procedures relating to the use and disclosure of PHI received from, or created or received by Miller Johnson on behalf of, Client reasonably available to the federal government for purposes of determining Client's compliance with HIPAA.
- Miller Johnson agrees to document such disclosures of PHI required for Client to respond to a request by an individual for an accounting of disclosures of PHI and to provide the information to permit Client to respond to such a request in accordance with applicable federal regulations.

MILLER JOHNSON'S PERMITTED USES AND DISCLOSURES

Miller Johnson may use or disclose PHI to perform legal services for Client, provided that such use or disclosure would not violate HIPAA if done by Client. Miller Johnson also agrees to make its uses and disclosures and requests for PHI consistent with Client's minimum necessary policies and procedures which Client has communicated to Miller Johnson. Miller Johnson may use PHI for our proper management and administrative purposes or to carry out our legal responsibilities. Miller Johnson may also disclose PHI for our proper management and administrative purposes or to carry out our legal responsibilities, provided that the disclosures are required by law, or Miller Johnson obtains reasonable written assurances from the person to whom the PHI is disclosed that the PHI will remain confidential and used or disclosed only as required by law or for the purpose for which it was disclosed, with the recipient agreeing to notify Miller Johnson of any instances where the recipient becomes aware the PHI has been breached.

OTHER HIPAA TERMS

These provisions relate solely to Miller Johnson's compliance with HIPAA with respect to PHI relating to Client. It does not govern any other aspect of the parties' relationship nor does it confer any rights or obligations on any other person or entity other than Miller Johnson and Client. These provisions replace and take precedence over any prior HIPAA business associate agreements or subcontractor agreements entered into between the parties and are binding on each party's successor.

The HIPAA terms will stay in effect until terminated by Client due to Miller Johnson's violation of a material term, or if otherwise agreed to in writing between Miller Johnson and Client. If Client determines that Miller Johnson has violated a material HIPAA provision, Client may provide Miller Johnson an opportunity to cure any breach or end the violation and terminate if Miller Johnson doesn't cure the breach or end the violation within a reasonable time. Alternatively, Client may immediately terminate if it determines that a cure is not possible. Upon termination Miller Johnson will return or destroy all PHI received from or on behalf of Client. If Miller Johnson determines that return or destruction isn't feasible, Miller Johnson will continue to safeguard the PHI in accordance with HIPAA.

Certificate Of Completion

Envelope Id: 1B669F7F-427C-871D-83E6-58978C4AF835		Status: Sent
Subject: Complete with Docusign: Engagement Letter and MJ Standard Terms - New CMHA Entity.pdf		
Source Envelope:		
Document Pages: 11	Signatures: 13	Envelope Originator:
Certificate Pages: 8	Initials: 0	Wil Antonides
AutoNav: Enabled		45 Ottawa Street, SW
EnvelopeId Stamping: Enabled		Suite #1100
Time Zone: (UTC-05:00) Indiana (East)		Grand Rapids, MI 49503
		antonidesw@millerjohnson.com
		IP Address: 74.204.74.226

Record Tracking

Status: Original 8/4/2026 3:29:45 PM	Holder: Wil Antonides antonidesw@millerjohnson.com	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Beth Ann Meints bmeints@iskzoo.org Security Level: Email, Account Authentication (None)	Signed by: Beth Ann Meints 0156AECCC859E4A7... Signature Adoption: Pre-selected Style Using IP Address: 2601:401:8400:b3e0:f4a0:50db:2de4:fffc	Sent: 8/4/2026 3:42:33 PM Viewed: 8/4/2026 4:13:34 PM Signed: 8/5/2026 9:09:45 PM

Electronic Record and Signature Disclosure:
Accepted: 8/4/2026 4:13:34 PM
ID: 8f0b0a77-fb09-4a44-a0b4-894f5d08dcbb
Company Name: Miller Johnson

Bryan Korgman bkrogman@cmhcm.org Executive Director Security Level: Email, Account Authentication (None)	Signed by: Bryan Korgman CA636D23506F473... Signature Adoption: Pre-selected Style Using IP Address: 174.245.30.88	Sent: 8/4/2026 3:42:33 PM Resent: 8/5/2026 8:32:28 AM Viewed: 8/5/2026 8:47:52 AM Signed: 8/7/2026 9:00:06 AM

Electronic Record and Signature Disclosure:
Accepted: 8/11/2026 4:19:52 PM
ID: 656456e5-eaf8-467a-a1ce-75d94e0fd7a3
Company Name: Miller Johnson

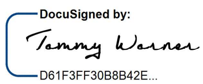
Cameron Bullock cbullock@pivotalstjoe.org Chief Executive Officer Pivotal Security Level: Email, Account Authentication (None)		Sent: 8/4/2026 3:42:34 PM

Electronic Record and Signature Disclosure:
Accepted: 5/7/2025 12:38:39 PM
ID: 7ab17396-d160-4e67-b072-1252dd6d7157
Company Name: Miller Johnson

Carol Mills cmills@newaygocmh.org Executive Director Security Level: Email, Account Authentication (None)	Signed by: Carol Mills 61892D29748A402... Signature Adoption: Pre-selected Style Using IP Address: 206.204.195.167	Sent: 8/4/2026 3:42:34 PM Viewed: 8/5/2026 1:04:38 PM Signed: 8/5/2026 1:05:45 PM

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Accepted: 8/5/2026 1:04:38 PM ID: 17670e77-daf8-4156-bc65-6d8bb5f026a1 Company Name: Miller Johnson		
Cassandra Watson cassandra.watson@lifewaysmi.org Security Level: Email, Account Authentication (None)	Signed by: Cassandra Watson 34579AD0A2C94F7... Signature Adoption: Pre-selected Style Using IP Address: 107.0.107.162	Sent: 8/4/2026 3:42:35 PM Viewed: 8/4/2026 3:43:27 PM Signed: 8/7/2026 9:34:39 AM
Electronic Record and Signature Disclosure: Accepted: 8/4/2026 3:43:27 PM ID: 90fdbde5-86eb-41a4-bb37-af1cd1aeb629 Company Name: Miller Johnson		
Chris Pinter Cpinter@babha.org Chief Executive Officer Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/12/2026 10:25:39 AM ID: 726e6bfa-dbb1-4562-b2a3-57172117f102 Company Name: Miller Johnson		Sent: 8/4/2026 3:42:36 PM Viewed: 8/12/2026 10:25:39 AM
Debra Hess dhess@vbcmh.com Chief Executive Officer Van Buren Community Mental Health Security Level: Email, Account Authentication (None)	Signed by: Debra Hess 2F985431016949A... Signature Adoption: Pre-selected Style Using IP Address: 2600:1008:b11d:92ff:997e:a3b5:ec08:b93b Signed using mobile	Sent: 8/4/2026 3:42:36 PM Viewed: 8/6/2026 6:16:01 AM Signed: 8/6/2026 6:18:23 AM
Electronic Record and Signature Disclosure: Accepted: 5/3/2025 8:33:10 AM ID: 77e9b91f-13bf-418b-9e71-bb605fc40448 Company Name: Miller Johnson		
Jean M Goodrich jgoodrich@summitpointe.org CEO Security Level: Email, Account Authentication (None)	Signed by: Jean M Goodrich 1B994545EA0749D... Signature Adoption: Pre-selected Style Using IP Address: 50.234.101.130	Sent: 8/4/2026 3:42:45 PM Viewed: 8/6/2026 8:26:08 AM Signed: 8/6/2026 8:27:09 AM
Electronic Record and Signature Disclosure: Accepted: 8/6/2026 8:26:08 AM ID: 8113d777-1e32-40ae-a711-4c492adaabf2 Company Name: Miller Johnson		
Michael Mallory michaelm@woodlandsbhn.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 8/4/2026 3:42:37 PM

Signer Events	Signature	Timestamp
Ric Compton ric.compton@riverwoodcenter.org CEO Riverwood Center Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/14/2025 9:45:15 AM ID: 4a543a65-c306-4612-9039-07b8262e9670 Company Name: Miller Johnson	DocuSigned by: Ric Compton 60E50262A5024C1... Signature Adoption: Drawn on Device Using IP Address: 216.250.152.146	Sent: 8/4/2026 3:42:38 PM Viewed: 8/5/2026 7:46:59 AM Signed: 8/5/2026 9:35:58 AM
Richard Thiemkey rithiemkey@bccmha.org CEO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/5/2026 4:53:16 PM ID: 926d6f8f-aee5-45eb-9848-642ffbb6fb3e Company Name: Miller Johnson	Signed by: Richard Thiemkey DECCB047D47E42F... Signature Adoption: Pre-selected Style Using IP Address: 69.174.191.198	Sent: 8/4/2026 3:42:39 PM Resent: 8/5/2026 8:32:30 AM Viewed: 8/5/2026 4:53:16 PM Signed: 8/5/2026 4:53:49 PM
Ryan Painter rpainter@shiabewell.org CEO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/4/2026 6:31:48 PM ID: 257420da-08e0-49c2-9763-e9695a1d9062 Company Name: Miller Johnson	Signed by: 6DDF868A3F3E407... Signature Adoption: Drawn on Device Using IP Address: 2600:1007:b0b3:a421:5071:f08c:7bdc:ef1d Signed using mobile	Sent: 8/4/2026 3:42:39 PM Viewed: 8/4/2026 6:31:48 PM Signed: 8/4/2026 6:32:44 PM
Sandra Lindsey slindsey@sccmha.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/10/2026 1:09:49 PM ID: 2e5819aa-eb3c-4687-b845-ea5fbec68681 Company Name: Miller Johnson	DocuSigned by: Sandra Lindsey 2FF3DFBE984A422... Signature Adoption: Pre-selected Style Using IP Address: 2620:aa:2000:6:c809:74a9:d20:cd4c	Sent: 8/4/2026 3:42:40 PM Viewed: 8/10/2026 1:09:49 PM Signed: 8/10/2026 1:12:31 PM
Sara Lurie luriesa@ceicmh.org CEO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/4/2026 5:29:13 PM ID: 698177d0-3d10-4705-812e-9ba21c288e33 Company Name: Miller Johnson	Signed by: Sara Lurie C439A9608ED3482... Signature Adoption: Pre-selected Style Using IP Address: 65.61.60.254	Sent: 8/4/2026 3:42:45 PM Viewed: 8/4/2026 5:29:13 PM Signed: 8/5/2026 7:52:00 AM

Signer Events	Signature	Timestamp
Sharon Beals Sbeals@tbhs.net Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 8/4/2026 3:42:40 PM
Sue Germann sgermann@pinesbhs.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 8/4/2026 3:42:41 PM Resent: 8/5/2026 8:32:31 AM
Susan Richards srichards@Rightdoor.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 8/4/2026 3:42:42 PM
Tammy Warner twarner@montcalmcare.net Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/4/2026 4:29:47 PM ID: 4df7b1d4-e8d8-457b-b67a-a238493634fe Company Name: Miller Johnson	 Signature Adoption: Pre-selected Style Using IP Address: 69.36.63.202	Sent: 8/4/2026 3:42:43 PM Viewed: 8/4/2026 4:29:47 PM Signed: 8/4/2026 4:30:12 PM
Tracey Dore Tracey@huroncmh.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/4/2026 3:44:28 PM ID: 51f45612-8fba-499f-b669-42efb3eac0cf Company Name: Miller Johnson	 Signature Adoption: Pre-selected Style Using IP Address: 208.99.238.94	Sent: 8/4/2026 3:42:43 PM Viewed: 8/4/2026 3:44:28 PM Signed: 8/4/2026 3:46:43 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/4/2026 3:42:46 PM
Envelope Updated	Security Checked	8/5/2026 8:32:26 AM
Envelope Updated	Security Checked	8/5/2026 8:32:26 AM
Envelope Updated	Security Checked	8/5/2026 8:32:26 AM
Envelope Updated	Security Checked	8/5/2026 8:32:26 AM
Envelope Updated	Security Checked	8/6/2026 9:49:13 AM
Envelope Updated	Security Checked	8/6/2026 10:29:26 AM
Envelope Updated	Security Checked	8/7/2026 9:25:24 AM
Certified Delivered	Security Checked	8/4/2026 3:44:28 PM
Signing Complete	Security Checked	8/4/2026 3:46:43 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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