

Exhibit 2

PROVIDER OBLIGATIONS TO RECIPIENT RIGHTS PROTECTION PROFESSIONAL SERVICE CONTRACTS

The responsibilities of Provider in relationship to the rights of recipients served under the authority granted by this Agreement include the following:

1. Duty to Protect

Provider shall protect recipients from rights violations in compliance with the Michigan Mental Health Code and other federal and state laws, rules, regulations, policies, and procedures applicable to services delivered by the Provider.

2. Jurisdiction

Provider accepts the jurisdiction of Payor's Office of Recipient Rights over the rights protection system for all recipients receiving mental health services under the terms of this Agreement.

3. Unimpeded Access

Provider shall grant staff of Payor's Office of Recipient Rights unrestricted access to Provider's premises, employees, records, and recipients rendered services under this Agreement in order for Payor's Office of Recipient Rights to conduct its investigation or monitoring functions.

4. Postings and Notification of Rights

- a. If Provider renders services at a location or locations other than those operated by or under agreement with Payor, Provider shall post Payor's "Know Your Rights" poster in a location conspicuous to recipients and visitors at each service site operated by the provider. Provider may only use another posting upon prior approval from Payor's Office of Recipient Rights, which posting must specify the name, address, and telephone number of Payor's Recipient Rights Officer.
- b. Provider shall ensure that the MDHHS publication "Your Rights," labeled with the address and telephone number of Payor's Office of Recipient Rights, is made publicly available at each site operated by Provider, and that Recipient Rights complaint forms are available to any person upon request.
- c. Provider shall additionally orally explain the rights specific to the services rendered by Provider in a manner understandable to all recipients, family members, and legal representatives, both at the time services are initiated and no less than annually.

5. Training

Provider shall receive training in recipient rights protection before or within 30 days after the initiation of this agreement and annually thereafter. This training must be received directly from Payor's Office of Recipient Rights, or through a curriculum approved by Payor's Office of Recipient Rights and by qualified trainers only upon prior approval from Payor's Office of Recipient Rights.

6. Duty to Report Recipient Rights Violations

- a. Provider shall promptly report to Payor's Office of Recipient Rights all apparent or suspected rights violations known by Provider or by any of its agents. Provider shall assure that all apparent or suspected incidents involving the abuse, neglect, death, serious injury, or unexplained injury of a recipient are immediately reported (in person, by phone, by voice mail message, or by e-mail) to Payor's Office of Recipient Rights. Provider shall subsequently also submit a written report of the incident directly to Payor's Office of Recipient Rights within 24 hours of the time Provider learned of the incident.
- b. Provider shall immediately forward to the Payor's Office of Recipient Rights any and all recipient rights complaints received by Provider. Provider shall assist recipients or another

person acting on the recipient's behalf in filing a complaint or participating in a rights investigation without retaliation or harassment to the recipient or any other person.

7. Duty to report Child Abuse or Neglect

Upon reasonable cause to suspect the abuse or neglect of a minor recipient by any person or the abuse or neglect of a vulnerable adult recipient by any person, Provider shall make an immediate report to the appropriate Michigan Department of Health and Human Services Protective Services office and, if applicable, to the appropriate licensing agency.

8. Duty to Report Criminal Abuse

Upon reasonable cause to suspect the criminal abuse or neglect of a recipient by any person, Provider shall make an immediate report to law enforcement agency and, if applicable, to the appropriate licensing agency.

9. Remedial Action

- a. Provider shall implement and submit proof of appropriate remedial action resulting from Recipient Rights investigation and appeal processes in consideration of the recommendations of Payor's Office of Recipient Rights.
- b. Provider agrees to implement and submit proof of corrective action of deficiencies in Recipient Rights protection identified during monitoring or other prevention activities conducted by Payor's Office of Recipient Rights.
- c. Payor reserves the right to implement sanctions within the terms of this Agreement for failure to appropriately remedy rights violations or correct deficiencies in rights protection.

10. Policies and Procedures

Provider shall comply with all Northern Lakes CMHA Policies and Procedures applicable to the Rights of Recipients. These shall be made available to the Provider in a "Provider Manual," copies of which the Provider agrees to maintain at each service site operated by the Provider in a location available to all employees.