COMMUNITY MENTAL HEALTH PARTNERSHIP of Southeast Michigan

REQUEST FOR PROPOSAL
CMHPSM RFP #2021B

Substance Use Disorder Prevention Coalitions
Community-Level Change

October 1, 2020 through September 30, 2021

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Timeline for CMHPSM RFP#2021B

RFP Available on MITN Website	May 20, 2020
Programmatic Questions Due to CMHPSM	June 3, 2020
Programmatic Questions and Answers Posted on MITN	June 5, 2020
Bid Submission Deadline	**June 29, 2020 3:00 P.M.**
Bid Review Begins	June 30, 2020
Award Recommendations to Oversight Policy Board	July 23, 2020
Contracts/Awards to CMHPSM Regional Board	August 12, 2020
Award Notifications	August 17, 2020
Contracts Issued to Awarded Organizations	Prior to October 1, 2020

RFP Preface

PREVENTION SERVICES & COVID-19

The Community Mental Health Partnership of Southeast Michigan (CMHPSM) recognizes the impact of the coronavirus (COVID-19) on prevention services and the unique challenges and needs this health crisis creates in our communities. This is a vital time for SUD prevention services as the associated concerns are varied and complex and include: frequency and amount of substance use; physical and behavioral health issues; and the impact on multiple service domains (individual, familial, and societal). In turn, the methodology for prevention service delivery has been greatly impacted.

Applicants are encouraged to consider the current crisis surrounding COVID-19 and identify the risk and protective factors associated with substance use/abuse in their respective communities. The Strategic Prevention Framework (pages 9-10) will help guide this process (assessment, capacity and resources, planning, program implementation and evaluation). While several variables such as the timeline for face-to-face contact with program participants is unknown, applicants should be prepared to address how their proposed efforts could be applied with fidelity to the model program in a virtual format. These adjusted methodologies should ultimately be addressed with the program developer and integrated into your proposal.

For additional information regarding COVID-19, please see the following resources:

- CMHPSM (www.cmhpsm.org)
- *The Critical Role for Prevention During and Post Pandemic,* Prevention Technology Transfer Center Network (PTTC), J. Myers & C. Klevgaard
- Michigan Department of Health & Human Services (https://www.michigan.gov/mdhhs/0,5885,7-339-71545-524138--,00.html)
- Substance Abuse and Mental Health Services Administration (https://www.samhsa.gov/coronavirus)

RFP Introduction

The Community Mental Health Partnership of Southeast Michigan (CMHPSM) is requesting proposals from bidders for Substance Abuse Prevention Coalitions to ultimately reduce substance abuse and the associated consequences in a targeted community. Bidders must demonstrate the implementation of the Substance Abuse and Mental Health Services Administration's (SAMHSA) **Strategic Prevention Framework (SPF)** for developing coalition plans that lead to community-level change.

For the purpose of this RFP and according to the SAMHSA Drug-Free Communities (DFC) Support Program, "a coalition is defined as a community-based formal arrangement for cooperation and collaboration among groups or sectors of a community in which each group retains its identity, but all agree to work together toward a common goal of building a safe, healthy, and drug-free community."

Identifying and understanding substance abuse related issues in a community is vital to establishing a coalition and making recommendations for potential improvements. Thus, coalitions must utilize data to guide local decisions and create a comprehensive plan based on the **Strategic Prevention Framework (SPF)**. The SPF is an outcome-based, data driven, population-level approach to substance abuse prevention planning. SPF includes five steps: assessment, capacity, planning, implementation and evaluation. All five steps in the SPF process must be conducted in a culturally competent manner and with a goal of sustainability. For more information, please refer to Substance Abuse and Mental Health Services Administration (www.samhsa.gov).

Appropriation of Funds

The CMHPSM will select proposals based upon funding availability. As in prior years, the funding source(s) for these proposals will be identified by the CMHPSM. Given that the funding source availability and utilization are both variable, the CMHPSM will provide awards based on a funding priority basis. Highest priority proposals will be funded through state block grant funds. If other funding sources or more funds become available, additional proposals may be awarded or approved proposals may receive additional funding. Determination of funding source will be at the discretion of the CMHPSM and may be based upon meeting state and federal priorities, as well as local needs.

The CMHPSM issues single fiscal year service contracts to awarded agencies. Continuation funding and contracts will be issued for each subsequent year of the identified funding cycle pending awardees' performance and successful completion of coalition activities.

CMHPSM Priority Areas

All proposals must focus on one or more of the following priority areas: **(1) reducing childhood and underage drinking; (2) reducing prescription and over the counter drug abuse/misuse; (3) reducing youth access to tobacco and nicotine, and (4) reducing illicit drug use**. However, coalitions may identify another substance use disorder problem(s) as a focus area. If so, you must include epidemiological evidence of the issue.

Licensing & Credentialing

Applicant agencies providing oversight of the coalition should possess a CAIT (Community Change, Alternatives, Information, and Training) Substance Abuse Prevention Program license through the State of Michigan and should be able to provide evidence of such license. If applicants are not yet licensed, but planning to become licensed, then evidence should be available to prove pending State substance abuse licensing application(s).
Please refer to the following link for more detailed information:
http://www.michigan.gov/mdhhs/0,5885,7-339-71550_2941_4871_48558-59278--,00.html

Effective 10/01/2008 substance abuse prevention providers are required to be certified, be supervised by a certified staff, or have a registered development plan with the Michigan Certification Board for Addiction Professionals (MCBAP) in one of the following categories:

a. Certified Prevention Specialist –Michigan (CPS-M)
b. Certified Prevention Consultant –Michigan (CPC-M)

c. Certified Prevention Specialist – IC&RC (CPS)
d. Certified Prevention Consultant – IC & RC (CPC-R)
e. Prevention Supervisor – Certified Prevention Consultant-Reciprocal IC&RC (CPC-R), Certified Prevention Specialist-Michigan (CPS-M)

The chart below outlines staff and supervision requirements by program description. It is permissible for staff to exceed qualification requirements.

Staffing Category	Description	Certification Requirement
Program Supervisory Staff	General prevention program oversight and staff supervision responsibilities.	Certified Prevention Specialist or Certified Prevention Consultant certification required or has a registered development plan with MCBAP and is timely in its implementation. (CPS-R, CPS-M, CPC-R or CPC-M)
Specialist/Professional	Prevention staff with responsibilities for development and implementation of plans and services with responsible service areas at regional or local levels.	Certified Prevention Specialist certification required or has a registered development plan with MCBAP and is timely in its implementation. (CPS-R or CPS-M)
Specially Focused Staff	Individuals responsible for implementing a specific EBI curriculum or carrying out prevention related activities under the direction of other MCBAP certified staff.	Certification not required, but CMHPSM Provider Request for Non-Certification Form must be submitted and approved by CMHPSM post-ward; must be supervised by MCBAP certified staff.

Please refer to the following link for more detailed information: www.mcbap.com

Reporting

Respondents must be able to meet reporting requirements as required by the Community Mental Health Partnership of Southeast Michigan (CMHPSM). Exact reporting requirements will be outlined and made part of the service contract.

Issuing Office

The CMHPSM is issuing this Request for Proposals. All questions regarding procedures with bidding should be directed to CJ Witherow, CMHPSM Chief Operating Officer through email at witherowc@cmhpsm.org. Only procedural questions will be answered individually to organizations, this includes any questions with vendor registration on MITN, and electronic submission of proposals to the CMHPSM.

Requirements

The CMHPSM reserves the right to reject all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept any bid determined through the review process to represent the best interest of CMHPSM. The CMHPSM will retain responsibility for balancing the proposals/outcomes to meet the community needs in the four-county region. The CMHPSM reserves the right to consider other criteria such as community needs, geographical needs, priority populations, and efforts to reduce duplication of services.

Proposal Due Date/Time - Responses Due Electronically by JUNE 29, 2020 3:00 P.M.

Proposal Submission Requirements

Document	Points	File Type Required
1. RFP COVER SHEET – APPENDIX B	Required	*Signed MS Word or scanned .pdf Document*
2. NARRATIVE (Pages 9 – 11, Questions 1 – 13) SUD Prevention Coalition's Strategic Prevention Plan	80%	*MS Word or .pdf Document, must use included form.*
3. COMPLETED APPENDIX C: SUD Prevention Coalition's Twelve Community Sectors Checklist		***One** Single MS Word or .pdf Document, must use included form*
4. COMPLETED APPENDIX D: SUD Prevention Coalition Staff Credentials Form		***One** MS Word or .pdf Document, must use included form.*
5. COMPLETED APPENDIX E: Coalition Strategic Planning Form **And, if applicable:** **<u>Per EBI</u> – COMPLETED APPENDIX F:** **Virtual Services Planning Form**		***One** MS Word or .pdf Document **per EBI**, must use included form(s).*
6. COMPLETED APPENDIX G: CMHPSM PREVENTION BUDGET FORM	20%	***One** single MS Excel workbook, must use included Excel CMHPSM Program Budget Form.*
7. COMPLETED APPENDIX H: NARRATIVE BUDGET FORM		***One** single MS Word file or pdf file, must use included CMHPSM Prevention Narrative Form.*
8. Supplemental Information: • Organizational Chart. • Letters of commitment or intent to partner. • Letters of support / reference. • Board minutes from last six organizational board meetings. • Evidence of CAIT license and MCBAP credentials, as applicable. **9. Organization Financial Information:** • Most recent six months of your organization's financial statements. • Most recent two fiscal audit reports of your organization.	Required	*All supplemental information should be uploaded as separate pdf files or merged into one pdf file.*

Electronic Submission
All responses must be submitted in an electronic format prior to the deadline, utilizing one of the following two submission methods:

Method #1 (Preferred):
Submit all required files through the procurement portal for RFP#2021B found at www.cmhpsm.org/procurement or linked directly here: https://form.jotform.com/201387144684964

Method #2:
All required files emailed prior to the deadline to biddlec@cmhpsm.org with the subject line "RFP#2021B Submission"

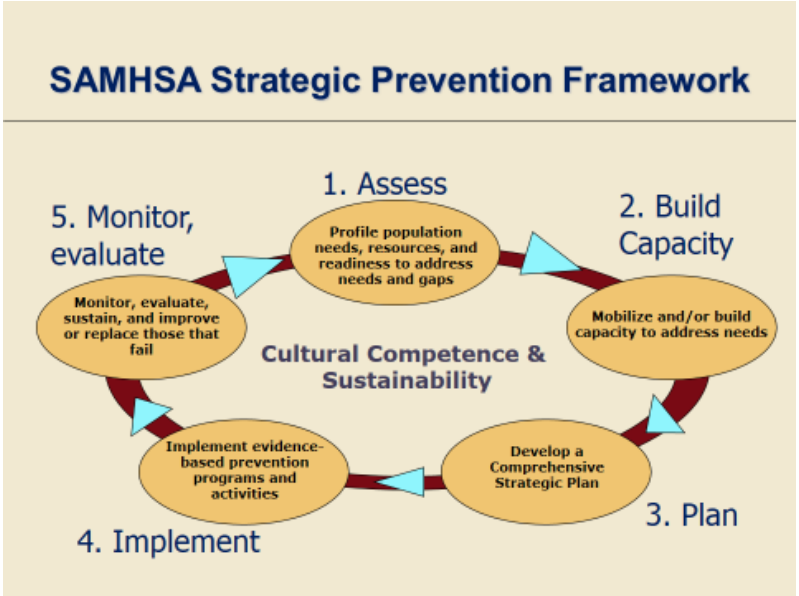
Submission Receipt
An emailed proof of receipt will be sent upon RFP submission to ensure your organization has documented proof of submitting a proposal.

Late proposals or proposals that are not in compliance with RFP requirements will not be considered.

Guidelines for Proposal Submissions

The following guidelines serve to facilitate the development and submission of a SUD Prevention Coalition Proposal for FY 2020-2021. Adherence to the guidelines in preparing a Proposal will provide the Community Mental Health Partnership of Southeast Michigan (CMHPSM) evidence of the funded provider's capacity to target the priority area(s) within a selected community that utilizes the **Strategic Prevention Framework** (Graphic #1) to guide decisions and create a comprehensive, sustainable Coalition Strategic Prevention Plan.

Graphic 1



The development of a **Coalition Strategic Prevention Plan** is designed to elicit a logical sequence of information that includes the identification of consequences/supportive data and the associated underlying causes in a specific community; the selection and implementation of evidence-based interventions and prevention strategies based on the data; and the verification of results/outcomes. As shown in Graphic #1, interwoven throughout the five steps are the important concepts of cultural competence and sustainability. Graphic #2 demonstrates the flow of information for the development of a **Coalition Strategic Prevention Plan.**

Graphic 2

ASSESSMENT & CAPACITY SPF Steps # 1-2			PLANNING & IMPLEMENTATION SPF Steps # 3-4			MONITOR & EVALUATE SPF Step #5	
Consequence(s) (Primary Problem)	Consequence Support Data (Include data sources)	Associated Intervening Variable(s) to be Targeted (Risk & Protective Factors)	Strategies for Community-Level Change/ Evidence-Based Services/ Interventions	Geographic Area Served	Population Type/ Service Population	Activity Related Short Term Outcomes	Long Term Outcome

I. Instructions for Completing the NARRATIVE for the Coalition's Strategic Prevention Plan

Based on the SPF logic model approach for developing or sustaining a Substance Abuse Coalition Strategic Prevention Plan, please respond to the following questions (#1 - 13).

Note: The CMHPSM understands that as of the date of the Proposal submission, a coalition may be at different levels of strategic planning and implementation. Thus, responses should reflect this status. If funded, your plan will be discussed and finalized prior to the next fiscal year.

1. Provider & Coalition Name
   Identify the name of the provider who is submitting the Proposal for the Prevention Coalition.

2. Contact Person's Information
   Identity the name, title, email address, and phone number of the person who is responsible for the plan and will be responding to any questions or clarifications that may arise.

ASSESSMENT & CAPACITY

3. Priority Area
   Identify the CMHPSM Priority Area(s) that your Proposal will target (see pg. 4).

4. Targeted Community
   Provide community/county profile and applicable resources for community-level change.

5. Consequence(s)/Primary Problem
   Identify the specific consequence(s)/primary problem in your county/targeted community that the coalition will address. Consequences and primary problems are identified through the analysis of data, and are defined as social, economic and health problems associated with the use of alcohol, tobacco and other drugs (ATOD). **Note: Numerous consequences can be identified within a single prevention priority; however, it is not feasible or effective to address all or many consequences with limited resources. Coalitions are encouraged to target community-level change and to think beyond "consumption only" problems and look more closely at the negative impact that occurs as a result of consumption. When prioritizing, issues such as community readiness, political will and changeability should be considered.**

6. Consequence Support Data
   Provide the specific data that has been identified, compiled, and used to support the consequence/primary problem for the community/county. This answers the question, "How do you know this is a problem in your county/targeted community?"

7. Associated Intervening Variables (Modifiable Risk and Protective Factors) to be Targeted
   Identify the intervening variables (modifiable risks or protective factors) associated with a consequence. These factors contribute to the conditions, favorable (protective), or unfavorable (risk), to the existence of the consequence. They are factors that "cause" substance-related consequences and consumption in communities. There can be numerous variables and factors linked to a consequence. **This is where individualization of your county (or specific communities within your county) should be evident.** "Why here?" Identify and list the intervening variables, and/or factors you have selected to target, in relationship to your identified consequence. Please see **Appendix A** for **examples** of consequences and intervening variables by focus area.

8. Define the current organizational structure of your coalition and complete a **Twelve Community Sector Checklist** (Appendix C).

9. Who are the community partners and coalition members and what is their specific role? Identify the coalition members and indicate what role each plays within the coalition. **Letters of commitment, involvement, and/or Memorandums of Understanding should be provided from community partners listed in this section and should detail the role each will play.**

10. What partners are missing, and what is the strategy to get additional partners involved? Identify community partners, currently absent, who would strengthen your coalition's response to addressing the priority problem and note strategies that have been identified to secure their involvement in, and commitment to, this coalition in the future.

PLANNING & IMPLEMENTATION

11. Coalition's Strategic Plan for Community-level Change:
    Identify and provide a brief narrative on the strategies and/or the evidence-based services/interventions that have been selected for implementation during the period of October 1, 2020 – September 30, 2021 that: 1) will impact the prioritized variable/factor and in turn the prioritized consequence and 2) are appropriate to the target populations. Consistent with the SAMHSA Drug-Free Communities (DFC) Support Program, it is expected that the coalition's plan will include an applicable assortment of the **Seven Strategies for Community Level Change** (Community Anti-Drug Coalitions of America)**:**
    - Provide information
    - Enhance Skills
    - Provide Support
    - Enhance Access/Reduce Barriers
    - Change Consequences
    - Change Physical Design
    - Modify/Change Policies

    Where a specific **Evidence-Based Intervention** (EBI) is utilized, please provide the following (ensuring fidelity to the model):

- Brief description of the program & core features for delivery (curriculum/materials, intensity, duration, setting, method of implementation)
- Sectors/Domains that will be targeted via this program (i.e., individual, peer, family, school, community, etc.)

NOTE: The applicant will be required to provide detailed information regarding the steps for implementing the Coalition's Plan, the link to the risk/protective factors, and specific program outcomes in **Section II, Appendix E** of this application.

12. Population Type/Service Population

Identify and provide a brief narrative of the **Institute of Medicine (IOM)** category(ies) that will be targeted by your Coalition's Strategic Plan.

Example: Related to population type, "Selective," the service population may be, "Children in homes where substance use is widely accepted."

The Institute of Medicine (IOM) prevention intervention categories are Universal, Selective, and Indicated, and are defined as follows:

- **Universal:** The general public or the whole population group that has not been identified on the basis of individual risk; also the population of a geographic area as a whole.
- **Selective:** Individuals or a subgroup of the population whose risk of developing a substance use disorder is significantly higher than average.
- **Indicated:** Activities targeted to individuals who are identified as being in high-risk environments, having minimal but detectible signs or symptoms foreshadowing a substance use disorder, or having biological markers indicating a predisposition for disorder but not yet meeting diagnostic levels.

13. Key People/Program Staff/Implementers

Cite the coalition and/or the provider agency responsible for implementing the identified strategy, activity or intervention. A provider agency may be a subcontracted entity having a written agreement to provide specific activities.

Using Appendix D, please complete a **Coalition Staff Credentials Form** and include the following: identify the key people/contractual staff; their title/position/role in service delivery/program implementation; relevant certification (CPS, CPC, CPC-M, or a Registered Development Plan submitted through MCBAP, Michigan Certification Board for Addiction Professionals etc.); relevant education, training, substance abuse prevention experience; and the percent of FTE (Full Time Employee) designated for this program. For Registered Development Plans, identify who will supervise the prevention staff. Refer to the **Licensing and Credentialing** requirements outlined on page 4 or visit the MCBAP website at www.mcbap.com for further clarification.

II. Instructions for Completing Appendix D – Program Staff Credentials Form

14. Key People/Program Staff

Using Appendix D, please complete a **Program Staff Credentials Form** and include the following: identify the key people/contractual staff; their title/position/role in service delivery/program implementation; relevant certification (CPS, CPC, CPC-M, or a Registered Development Plan submitted through MCBAP, Michigan Certification Board for Addiction Professionals etc.); relevant education, training, substance abuse prevention experience; and the percent of FTE (Full Time Employee) designated for this program. For Registered Development Plans, identify who will supervise the prevention staff. Refer to the **Licensing and Credentialing** requirements outlined on page 4 or visit the MCBAP website at www.mcbap.com for further clarification.

III. Instructions for Completing Appendix E – Coalition Strategic Planning Form

15. **Using Appendix E to operationalize your plan**, please complete a Coalition Strategic Planning Form for Community-Level Change. This form is used to provide information specific to your coalition's activities (narrative #11) and should reflect the selected community-level strategies, evaluation steps and timeline. The community-level outcomes must specifically address the intervening variables/risk and protective factors which initially drove the selection of the CADCA Strategies. Additionally, **if using a specific Evidence- Based Intervention (EBI),** complete the ***continuation section*** (pg. 24) of Appendix E for **each EBI.**

MONITOR & EVALUATE

16. Outcomes, Results, and Evaluation

    Cite the intended 'change(s)' for each planned strategy/intervention. These are directly related to the consequences/intervening variables and are changes achieved through the strategy and/or intervention. Each must be linked to a targeted intervening variable (risk/protective factor) and include an evaluation method. There is no right number of outcomes. The number selected depends upon the nature and purpose of the coalition, resources, size, and number of constituencies represented.

    According to SAMHSA, "Expected outcomes are the overall changes communities strive to achieve through implementation of their prevention plans. Prevention planners strive to achieve both short-term and long-term outcomes. *Short-term outcomes* describe the immediate effects of the intervention(s) being implemented as part of the overall planning process. They typically include changes in knowledge, attitudes, and skills of the focus population." …"*Long-term outcomes* tend to be connected more directly to the problems and related behaviors communities are trying to change." (http://captus.samhsa.gov/)

    Each outcome must include the following criteria: ***Specific, Measurable, Achievable, Realistic and Time-phased*** (**SMART –** Centers for Disease Control and Prevention *Evaluation Briefs*, Number No. 3b/January 2009). Ensure the inclusion of specific numbers targeted for change (vs. %) and degree of change. Please identify the **evaluation instrument** with each outcome. **If funded, the CMHPSM will require a copy of each of your instruments for review and approval.**

    Evaluation Instruments, as defined by SAMHSA-CSAP are: "Specially designed data collection tools (e.g., questionnaires, survey instruments, structured observation guides) to obtain measurably reliable responses from individuals or groups pertaining to their attitudes, abilities, beliefs, or behaviors." (*Achieving Outcomes-A Systematic Process for Effective Prevention, May 2003, pg. 158).*

17. Intended long-term outcome, including link to CMHPSM priority areas

    Identify the CMHPSM priority area– long-term outcomes anticipated to be impacted and/or achieved through the implementation of interventions where applicable. Associate the priority area to the relevant information (intervention(s), underlying causes, SMART outcomes, etc.). Over time, the change(s) that result from the program or intervention are known as long-term outcomes. A confluence of multi-factored prevention initiatives can, therefore, merge to create impact toward a final outcome. Long-term outcomes can be influenced by a variety of factors in the socio-cultural, political, and economic environment. It is expected that multiple intervening variables would need to be targeted in order to lead to an impact on the long-term outcome. Please provide direct linkage of all long-term outcomes for the targeted community to a specific outcome, as appropriate for each indicator.

Example: Related to intervention, "Parent education/training programs," the long-term outcome may be, "Reduce childhood and underage drinking."

IV. Instructions for Completing Appendix F – Virtual Services Planning Form

18. In the event that physical distancing measures due to COVID-19 continue into FY21, please complete a separate **Virtual Services Planning Form (Appendix F)** related to your **Coalition Strategic Plan for Community-Level Change (Appendix E)**. Describe how the proposed coalition would provide services through a virtual format if ongoing social distancing is required due to COVID-19.

HELPFUL RESOURCES FOR SUD PREVENTION RFP APPLICANTS

Strategic Prevention Framework (SPF)

A Guide to SAMHSA's Strategic Prevention Framework - June 2019

Prevention Prepared Communities

An Electronic Toolkit for Developing Prevention Prepared Communities in a Recovery Oriented System of Care – October 2012

CDC SMART Objectives

CDC Evaluation Brief – Writing SMART Objectives – August 2018

Logic Models

Rural Health Information Hub – Importance of Building Logic Models – May 2017

Local Data

Michigan Substance Use Disorder Data Repository

Selecting Evidence Based Interventions

SAMHSA – Selecting Best Fit Programs & Practices: Guidance for Substance Misuse Prevention Practitioners – September 2018

Blueprints for Healthy Youth Development

Licensing & Credentialing

Michigan Certification Board for Addiction Professionals

MI Dept. of Licensing and Regulatory Affairs (LARA)

SUD Prevention Resources & Trainings

Prevention Technology Transfer Center Network

Improving MI Practices

Please visit the CMHPSM SUD Prevention Website for additional information.

APPENDIX A: Examples of Consequences & Intervening Variables by Focus Area

(Source: Macomb County Office of Substance Abuse)

Focus Area	Consequences (The concept of a resulting effect (cause and effect), arising from an action.	Intervening Variables (Factors that have been identified as being strongly related to and influence the occurrence and magnitude of substance use and its consequence)
Childhood & Underage Drinking	**Mortality, Morbidity, Addiction** - Early addiction - Accidents - Suicide - Overdose death - Need for treatment	Low perceived risk of ATOD use Binge drinking Early social access to alcohol by minors (retailers and adults) Early onset of AOD use Low perceived risk of negative consequence Teen belief that nothing can happen to them Refusal skills lacking in teens Lack of knowledge Lack of consistent consequences by parents & law enforcement Ride with a drunk driver Drinking and driving Social Norms Lack of consistent law enforcement
	Social Connectedness - School failure - Family conflict - Community alienation	Negative peer influence Binge drinking Poor parental attitudes, norms, and skills Cultural history Neighborhood stability & attachment Perceived peer pressure Peer rejection Does not bond with community or feel pride Low perceived risk of future (school & career) consequences
	Education - Interference with education - School failure (expulsion and dropout rates) - Family conflict - Truancy	Early social access to alcohol by minors Community Norms on acceptable school behavior Lack of enforcement/consequences at school Poor parental attitudes and skills Negative attachment to school Low academic achievement Anti social behavior/delinquency
	Crime & Justice - Arrests - MIP - DUI - Violent crime - Destruction at house parties - Incarceration - Delinquent behavior - Rape	Lack of knowledge Low perceived risk of being caught Intoxication lowers inhibitions Lack of consistent consequences by law enforcement Lack of parental supervision Favorable attitudes by peers for AOD use Lack of knowledge of law Lack of knowledge on insurance Anger issues
	Medical Physical - Fetal alcohol spectrum disorders - Death - Hospital & emergency visits - Early addiction - Health problems, concerns, & issues - Screening Brief Intervention & Referral (SBIR[T])	Lack of knowledge of use during pregnancy Lack of supports (community and family) Binge Drinking Lack of knowledge of physical consequences Parent and family norms attitudes and knowledge Genetic predisposition Self-medicate

Focus Area	Consequences (The concept of a resulting effect (cause and effect), arising from an action.	Intervening Variables (Factors that have been identified as being strongly related to and influence the occurrence and magnitude of substance use and its consequence)
Prescription Drug Abuse/Misuse	**Mortality, Morbidity, Addiction** - Early addiction - Addiction escalation - Need for treatment - Overdose, injury, and death - Health problems/concerns/issues - Homelessness	Low perception of risk Social norms Easy access through family Early social access by minors Lack of knowledge regarding physiology Low perceived risk of negative consequence Teen belief that nothing can happen to them Refusal skills lacking in teens Lack of knowledge on prescriptions Problematic to identify drugged drivers Lack of consistent consequences by law enforcement Self-medicate because undiagnosed or cannot afford medication Addiction escalation to opiate use
	Social Connectedness - Family conflict - Social isolation - No alternative transportation available - Low work attendance - Job loss - Community alienation	Lack of knowledge on drug interactions Lack of knowledge on physiology Negative peer influence Norms and attitudes Cultural history Neighborhood stability & attachment Low community bonding Lack of family supervision of medications and storage
	Education - Interference with education - School failure (expulsion and dropout rates) - Family conflict - Truancy	Early social access by minors Lack of identification by teachers Lack of enforcement/consequences at school Parental attitudes, norms and supervision Negative school attitude Low academic achievement Anti social behavior/delinquency Anger issues Mental health issues
	Crime & Justice - Arrests - DUI - Violent crime - Incarceration	Lack of knowledge Low perceived risk of being caught Lowering inhibitions and poor decisions Lack of consistent consequences by law enforcement Limited law enforcement resources Favorable attitudes by peers for drug use Cost of drugs as tolerance increases Anger issues Illegal distribution by medical community
	Medical Physical - Death - Hospital /emergency visits - Early addiction - Health problems/concerns/issues - Cost to society - Screening Brief Intervention & Referral to TX (SBIRT)	Low perception of risk use Social norms Early onset of AOD use, increase tolerance and acceptance Lack of knowledge Low perceived risk of negative consequence Health & Addiction: belief that nothing can happen to them Lack of knowledge on each drug Lack of consistent consequences by law enforcement/court

Focus Area	Consequences (The concept of a resulting effect (cause and effect), arising from an action.	Intervening Variables (Factors that have been identified as being strongly related to and influence the occurrence and magnitude of substance use and its consequence)
Youth Access to Tobacco & Nicotine	**Mortality, Morbidity, Addiction** - Early addiction - Physical damage (lungs, heart, fetal effects, etc) - Secondhand smoke damage - Early death - Disability	Low perception of tobacco/nicotine risk Early social access to minors (retailers and adults) Early onset of AOD use Low perceived risk of negative consequence to health Low perceived risk of consequence to others Years it takes to show damage from tobacco Teen belief that nothing can happen to them Refusal skills lacking in teens Lack of knowledge Lack of enforcement Lack of consistent consequences by parents, law enforcement
	Social Connectedness - School failure - Family conflict - Conflict with school administration - Community alienation	Negative peer influence Parental attitudes toward use Cultural history Perceived peer pressure Peer rejection Rebellion Lack coping skills Peer attitudes Low community bonding Limited interaction with parents as good role models Divorce
	Education - Conflict with school administration - School failure (expulsion and dropout rates) - Family conflict -Truancy	Early social access by minors Community Norms on acceptable school behavior Lack of enforcement/consequences at school Parental attitudes, norms and supervision Negative attachment to school Low academic achievement Anti-social behavior/delinquency Lack of understanding of tobacco/nicotine addiction
	Crime & Justice - Theft - Sales to underage - Delinquent behavior - Citation for sales - Citation for attempted purchase	Lack of knowledge Low perceived risk of being caught Lack of consistent consequences by law enforcement Lack of parental supervision Favorable attitudes by peers for AOD use Fines are too low to be worth caring about for retailers No registration process for retailers so it's difficult to monitor Limited law enforcement resources
	Medical Physical - Fetal disorders - Death - Hospital /emergency visits - Early addiction - Health problems/concerns/issues - Youth ear infections/bronchitis from being around adult smokers - Screening Brief Intervention & Referral to TX (SBIRT)	Long-term illnesses Lack of knowledge on addiction Family norms Lack of knowledge on health concerns

Focus Area	Consequences (The concept of a resulting effect (cause and effect), arising from an action.	Intervening Variables (Factors that have been identified as being strongly related to and influence the occurrence and magnitude of substance use and its consequence)
Illicit Drug Use	**Mortality, Morbidity, Addiction** - Early addiction - Health problems/concerns/ issues - Addiction escalation - Need for treatment - Death	Riding with an intoxicated driver Low perception of risk Social norms Easy access Lack of knowledge regarding intoxication Low perceived risk of negative consequence Teen belief that nothing can happen to them Refusal skills lacking in teens Lack of knowledge on drugs perceived as natural Lack of enforcement when driving Problematic to identify drugged drivers Lack of consistent consequences by law enforcement Self-medicate because undiagnosed or cannot afford medication Belief that marijuana is not addictive
	Social Connectedness - Family conflict - Community alienation - Low work attendance - Job loss - Homelessness	Lack of knowledge on drug interactions Lack of knowledge on physiology Negative peer influence Norms and attitudes Neighborhood stability & attachment Low community bonding Negative family environment Early drug experimentation Belief that marijuana is not harmful
	Education - Interference with education - School failure (expulsion and dropout rates) - Family conflict - Truancy	Early social access by minors Lack of identification by teachers Lack of enforcement/consequences at school Parental attitudes, norms and supervision Negative attachment to school Low academic achievement Anti social behavior/delinquency Anger issues Mental health issues Belief that marijuana is legal
	Crime & Justice - Arrests - DUI - Violent crime - Incarceration	Low perceived risk of being caught Intoxication lowers inhibitions Lack of consistent consequences by law enforcement Limited law enforcement resources Favorable attitudes by peers for drug use Cost of drugs as tolerance increases Anger issues Mental health issues Early use of gateway drugs Belief that marijuana is legal
	Medical Physical - Death - Hospital /emergency visits - Early addiction - Health problems/concerns/issues - Cost to society for health issues - Screening Brief Intervention & Referral to TX (SBIRT)	Low perception of risk use Early onset of AOD use increase tolerance and acceptance Future health and addiction: Lack of knowledge Future Health: low perceived risk of negative consequences Health & addiction: belief that nothing bad can happen to them Lack of knowledge on each drug Lack of consistent consequences by law enforcement/courts

APPENDIX B: CMHPSM SUD Prevention Coalitions
RFP#2021B Cover Sheet

Prospective Provider:			
Name of Coalition:			
Mailing Address:			
City/State:		ZIP:	
Contact Name:			
Phone #:		Fax #:	
Email Address:			

Identify one or more of the CMHPSM Priority Area(s) your proposal will address:
☐ Priority Area #1: Reduce childhood and underage drinking
☐ Priority Area #2: Reduce prescription and over-the-counter drug abuse/misuse
☐ Priority Area #3: Reduce youth access to tobacco and nicotine
☐ Priority Area #4: Reduce illicit drug use
☐ Other SUD Related:

Coalition Strategies/Evidence-based Interventions	Amount
Total Amount of Proposal:	**$**

All applicable appendixes have been attached. In submitting this proposal the contractor assures that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; have not within a three (3) year period preceding this RFP been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above; and have not within a three (3) year period preceding this RFP had one or more public transactions (federal, state, or local) terminated for cause or default.

Signed:		Date:	
Printed Name:			

APPENDIX C: COALITION TWELVE COMMUNITY SECTOR CHECK-LIST

PLEASE PROVIDE SPECIFIC NAME(S) OF INDIVIDUAL(S) AND ORGANIZATION IN ASSOCIATED SECTOR.

NAME OF COALITION:		**DATE:**
COMMUNITY:		**CHAIR:**

☐	**HEALTH CARE PROFESSIONALS:**	
☐	**SCHOOLS:**	
☐	**LAW ENFORCEMENT:**	
☐	**STATE, LOCAL, REGIONAL OR TRIBAL GOVERNMENT AGENCIES**	
☐	**BUSINESS COMMUNITY:**	
☐	**MENTAL HEALTH:**	
☐	**PARENTS:**	
☐	**MEDIA:**	
☐	**YOUTH AND YOUTH-SERVING ORGANIZATIONS:**	
☐	**FAITH COMMUNITY OR FRATERNAL ORGANIZATIONS:**	
☐	**CIVIC AND VOLUNTEER GROUPS:**	
☐	**OTHER ORGANIZATIONS INVOLVED IN REDUCING SUBSTANCE ABUSE:**	
OTHER POTENTIAL PARTNERS:		
☐		
☐		
☐		
☐		
☐		

If not currently identified, what is your plan for inclusion, involvement, commitment?

APPENDIX D: SUD PREVENTION COALITION STAFF CREDENTIALS FORM

PROGRAM NAME _____ **FISCAL YEAR** _____

SUBMISSION DATE ☐ **ORIGINAL** ☐ **REVISION #**_____

NAME	TITLE/POSITION	PREVENTION CERTIFICATION DESIGNATION OR DEVELOPMENT PLAN (INCLUDE SUPERVISOR'S NAME)	OTHER LICENSE	EDUCATION/EXPERIENCE	% OF FTE	MPDS LOG-IN NEEDED? IF YES, PROVIDE EMAIL, PHONE NUMBER, AND INDICATE IF USER OR STAFF
SAMPLE ***Sue Jones***	***Program Supervisor***	***CPC – R***	***LMSW***	***LMSW*** ***7 years' experience*** ***SUD Prevention/Treatment***	**100%**	***suejones@townsville.org*** ***734-555-5555*** ***User***

CONTRACTUAL STAFF:

NAME	TITLE/POSITION	PREVENTION CERTIFICATION DESIGNATION OR DEVELOPMENT PLAN (INCLUDE SUPERVISOR'S NAME)	OTHER LICENSE	EDUCATION/EXPERIENCE	% OF FTE	MPDS LOG-IN NEEDED? IF YES, PROVIDE EMAIL, PHONE NUMBER, AND INDICATE IF USER OR STAFF

APPENDIX E: FY 2020-2021 COALITION STRATEGIC PLANNING FORM FOR COMMUNITY-LEVEL CHANGE

1a. Name of Prevention Provider & Coalition:	1b. Contact Person:	2. Date: October 2020 ☐ INITIAL ☐ MID-YEAR ☐ YEAR-END

4. CMHPSM Priority Area (select all that apply): ☐ (1) Reduce Childhood and Underage Drinking ☐ (2) Reduce Prescription and Over-the-Counter Drug Abuse/Misuse ☐ (3) Reduce Youth Access to Tobacco & Nicotine ☐ (4) Reduce Illicit Drug Use	5. CADCA Community-Level Change Strategy(ies): ☐ (1) Provide Information ☐ (2) Enhance Skills ☐ (3) Provide Support ☐ (4) Enhance Access/Reduce Barriers ☐ (5) Change Consequences ☐ (6) Physical Design ☐ (7) Modify/Change Policies
6. Target Community:	7. Population Type/Service Population: ☐Universal ☐ Selective ☐ Indicated
8. Targeted Primary Problem(s)/Consequences for this CMHPSM Priority Area:	
9. Targeted Intervening Variables/Risk & Protective Factors/Underlying Causes:	

Priority Area (select all that apply):

☐ (1) Reduce Childhood and Underage Drinking
☐ (2) Reduce Prescription and Over-the-Counter Drug Abuse/Misuse
☐ (3) Reduce Youth Access to Tobacco & Nicotine
☐ (4) Reduce Illicit Drug Use

CADCA Strategy: **Provide Information**

Activities	Targeted Completion Date	ACTIVITY STATUS/LEVEL OF SUCCESS ☐ MID-YEAR ☐ YEAR-END	Number of Completed Activities	Number Reached Adults/Youth

CADCA Strategy: **Enhance Skills**

Activities	Targeted Completion Date	ACTIVITY STATUS/LEVEL OF SUCCESS ☐ MID-YEAR ☐ YEAR-END	Number of Completed Activities	Number Reached Adults/Youth

CADCA Strategy: **Provide Support**				
Activities	Targeted Completion Date	ACTIVITY STATUS/LEVEL OF SUCCESS ☐ MID-YEAR ☐ YEAR-END	Number of Completed Activities	Number Reached Adults/Youth

CADCA Strategy: **Enhance Access/Reduce Barriers**				
Activities	Targeted Completion Date	ACTIVITY STATUS/LEVEL OF SUCCESS ☐ MID-YEAR ☐ YEAR-END	Number of Completed Activities	Number Reached Adults/Youth

CADCA Strategy: **Change Consequences**				
Activities	Targeted Completion Date	ACTIVITY STATUS/LEVEL OF SUCCESS ☐ MID-YEAR ☐ YEAR-END	Number of Completed Activities	Number Reached Adults/Youth

CADCA Strategy: **Physical Design**				
Activities	Targeted Completion Date	ACTIVITY STATUS/LEVEL OF SUCCESS ☐ MID-YEAR ☐ YEAR-END	Number of Completed Activities	Number Reached Adults/Youth

Community-Level Outcomes (CLO) – Select all that apply: ☐ (1) Reduce Childhood and Underage Drinking ☐ (3) Reduce Youth Access to Tobacco & Nicotine ☐ (2) Reduce Prescription and Over-the-Counter Drug Abuse/Misuse ☐ (4) Reduce Illicit Drug Use	STATUS ☐ MID-YEAR ☐ YEAR-END
*SMART (CDC) - **Specific, Measurable, Achievable, Realistic, Time-phased** and include evaluation method.	
CLO-1	
CLO-2	
CLO-3	
CLO-4	
CLO-5	
CLO-6	
Describe how the coalition's strategic activities <u>contributed</u> toward the Community-Level Outcomes and the associated CMHPSM Priority Area(s):	

APPENDIX E Continued (If Applicable): Evidence-Based Intervention Outcomes

<table>
<tr><td colspan="6">Name of Evidence-based Intervention (EBI)/Initiative:</td></tr>
<tr><td rowspan="2">14. CMHPSM Priority Area(s) #</td><td rowspan="2">15. Intervening Variables
(Underlying Cause, Risk/Protective Factor)</td><td rowspan="2">16. Prevention Outcomes (PO)
SMART (CDC) - Specific, Measurable, Achievable, Realistic, Time-phased and include evaluation method.</td><td colspan="3">OUTCOME STATUS REPORT
☐ MID-YEAR ☐ YEAR-END</td></tr>
<tr><td>Number Targeted To-Date</td><td>Number Achieved To-Date</td><td>Outcome Status</td></tr>
<tr><td>☐ #1
☐ #2
☐ #3
☐ #4</td><td></td><td></td><td></td><td></td><td>☐ On Target or above
☐ More than 10% Below</td></tr>
<tr><td colspan="6">If the above outcome is more than 10% below the targeted number for this timeframe, provide a brief narrative. What is your action plan to achieve this outcome?</td></tr>
<tr><td>☐ #1
☐ #2
☐ #3
☐ #4</td><td></td><td></td><td></td><td></td><td>☐ On Target or above
☐ More than 10% Below</td></tr>
<tr><td colspan="6">If the above outcome is more than 10% below the targeted number for this timeframe, provide a brief narrative. What is your action plan to achieve this outcome?</td></tr>
<tr><td>☐ #1
☐ #2
☐ #3
☐ #4</td><td></td><td></td><td></td><td></td><td>☐ On Target or above
☐ More than 10% Below</td></tr>
<tr><td colspan="6">If the above outcome is more than 10% below the targeted number for this timeframe, provide a brief narrative. What is your action plan to achieve this outcome?</td></tr>
</table>

APPENDIX F: FY 2020-2021 Virtual Services Planning Form

Instructions: In the event that physical distancing measures due to COVID-19 continue into FY21, please complete a separate **Virtual Services Planning Form (Appendix F)** related to your **Coalition Strategic Plan for Community-Level Change (Appendix E)**. Describe how the proposed coalition would provide services through a virtual format if ongoing social distancing is required due to COVID-19.

1. Name of Prevention Provider:	2. Contact Person:
3. Name of Coalition:	
VIRTUAL PREVENTION CAPABILITIES	
Please describe how you would accomplish your proposed programming efforts virtually by answering the following questions: 1) What virtual strategies, tools, platforms, etc. would your coalition/program utilize to deliver services? 2) How would participants be engaged and participate in services? 3) How would your program address program accessibility barriers for the intended population (for example, how would you work with seniors or students with limited technology access)? 4) How would your coalition collect program evaluations to track outcomes? 5) How would your program ensure fidelity to the evidence-based model? 6) *For selective and indicated populations*, how would your program ensure participant confidentiality using a virtual format? 7) *For school-based services,* how would your program ensure continued access to students to provide services (letters of support and collaboration agreements may be submitted to reflect school support for virtual services)? 8) Would your program require funding assistance in acquiring a virtual format to offer services?	

APPENDIX G: CMHPSM PREVENTION BUDGET FORM

******MUST BE COMPLETED USING EXCEL TEMPLATE******

CMHPSM PREVENTION PROGRAM BUDGET INFORMATION

CONTRACTOR:	
PROJECT TITLE:	
ADDRESS:	
CITY:	
STATE:	
ZIP:	
BUDGET TYPE:	
DATE BUDGET CREATED:	
FISCAL YEAR:	
BUDGET START:	
BUDGET END:	
EBIs:	
VENDOR/SUBRECIPIENT:	

BUDGET NOTES	
CMHPSM NOTES	

EXPENSE DETAILS	Strategy/EBI#1:		
SALARIES & WAGES	AMOUNT	POSITION TITLES	FTE(s)
	$ -	SALARIES & WAGES SUBTOTAL	0.00
FRINGE BENEFITS	AMOUNT	NOTES	
	$ -	FRINGE BENEFITS SUBTOTAL	
TRAVEL	AMOUNT	NOTES	
	$ -	TRAVEL SUBTOTAL	
SUB-CONTRACTS	AMOUNT	NOTES	
	$ -	CONTRACTS SUBTOTAL	
OPERATING SUPPLIES / EXPENSES	AMOUNT	NOTES	
	$ -	OPERATING SUPPLIES / EXPENSE SUBTOTAL	
OTHER	AMOUNT	IDENTIFY OTHER	
	$ -	OTHER SUBTOTAL	
INDIRECT COSTS	AMOUNT	NOTES	%
	$ -	INDIRECT SUBTOTAL	0.0%
TOTAL	$ -		

V 2

COMMUNITY MENTAL HEALTH PARTNERSHIP of Southeast Michigan

CMHPSM PROGRAM BUDGET SUMMARY

SUMMARY	Strategy/EBI #1	Strategy/EBI #2	Strategy/EBI #3	Strategy/EBI #4	TOTAL
SALARY & WAGES	$ -	$ -	$ -	$ -	$ -
FRINGE BENEFITS	$ -	$ -	$ -	$ -	$ -
TRAVEL	$ -	$ -	$ -	$ -	$ -
SUB-CONTRACTS	$ -	$ -	$ -	$ -	$ -
OPERATING SUPPLIES	$ -	$ -	$ -	$ -	$ -
OTHER EXPENSES	$ -	$ -	$ -	$ -	$ -
INDIRECT ADMINISTRATION	$ -	$ -	$ -	$ -	$ -
TOTAL COST	$ -	$ -	$ -	$ -	$ -
INDIRECT %	0.00%	0.00%	0.00%	0.00%	0.00%
TOTAL FTEs	0.00	0.00	0.00	0.00	-
OTHER REVENUES					$ -
					$ -

APPENDIX H: CMHPSM PREVENTION NARRATIVE BUDGET FORM

CMHPSM RFP Narrative Budget Justification

Please complete the narrative for all categories your organization is requesting funds for on the CMHPSM Budget Worksheet, the fields will expand for responses.

Salaries & Wages Justification – Provide employee positions of the applicant/recipient organization
Justification - Describe the role and responsibilities of each position
Fringe Benefits - List all components that make up the fringe benefits rate/costs.
Justification - Detail Fringe reflects current rate(s) for agency.
Travel- Explain need for any travel related to this application.
Justification - Describe the purpose of travel and how costs were determined.
Contracts - A contractual arrangement to carry out a portion of the programmatic effort or for the acquisition of routine goods or services under the grant. Such arrangements may be in the form of consortium agreements or contracts. A consultant is an individual retained to provide professional advice or services for a fee. The applicant/grantee must establish written procurement policies and procedures that are consistently applied. All procurement transactions shall be conducted in a manner to provide to the maximum extent practical, open and free competition.
Justification - costs for contracts must be broken down in detail and a narrative justification provided. If applicable, estimated numbers of clients should be included in the costs.
Operating Supplies / Expenses - materials costing less than $5,000 per unit and often having one-time use**.**
Justification - Describe the need and include an adequate justification of how each cost was estimated.
Other - expenses not covered in any of the previous budget categories
Justification - Break down detailed costs within the other category.
Indirect Costs - Indirect cost rates are applied only to direct costs to the agency as allowed by the CMHPSM.
Other Notes

APPENDIX I: SAMPLE CONTACT

SAMPLE SERVICE CONTRACT

BETWEEN

COMMUNITY MENTAL HEALTH PARTNERSHIP OF SOUTHEAST MICHIGAN

AND

SAMPLE CONTRACTOR

TABLE OF CONTENTS

This contract is between **Community Mental Health Partnership of Southeast Michigan (CMHPSM)**, located at 3005 Boardwalk Suite 200, Ann Arbor, Michigan 48108 (hereinafter referred to as "PIHP"), and **CONTRACTOR**, located at CONTRACTOR ADDRESS (hereinafter referred to as "CONTRACTOR").

ARTICLE I: CONTRACT AUTHORITY

This agreement is entered into pursuant to the authority granted by Act 258 of the Public Acts of 1974 (hereinafter referred to as the "Mental Health Code"), as amended. This agreement is in accordance with the MDHHS/PIHP Managed Specialty Supports and Services Concurrent 1915(b/c) Contract for Medicaid Funds entered into by MDHHS and the Community Mental Health Partnership of Southeast Michigan the Prepaid Inpatient Health Plan (PIHP) for Lenawee, Livingston, Monroe and Washtenaw Counties, designated as Region 6 by MDHHS; and the contractual agreement with Office of Recovery Oriented System of Care; and the rules, regulations, and standards (hereinafter referred to as "Rules") adopted and promulgated by MDHHS. Said Acts, Contracts, and Rules shall govern in any area not specifically covered in this agreement.

ARTICLE II: DEFINITIONS / ACRONYMS

Community Mental Health Partnership of Southeast Michigan (CMHPSM): The prepaid inpatient health plan for Mental Health and Substance Abuse services in the Counties of Lenawee, Livingston, Monroe, and Washtenaw.
Consumer or Recipient: Beneficiaries to be served under this Contract.
CPT/HCPCS Codes: Current Procedural Terminology (CPT) codes or Healthcare Common Procedure Coding System (HCPCS) are multi-digit codes published by the American Medical Association to provide uniform language that accurately describes services provided.
Performance Improvement / Quality Improvement: The mechanism by which the CONTRACTOR measures the quality of its service delivery and implements changes when improvement is needed, or replicates strengths.
PIHP: Prepaid Inpatient Health Plan
EHR: Electronic Health Record
PHI: Protected Health Information
SUD: Substance Use Disorder

ARTICLE III: POLICIES

CONTRACTOR shall follow all PIHP policies and procedures that are applicable to service providers. All PIHP policies and procedures can be found at the Community Mental Health Partnership of Southeast Michigan website www.cmhpsm.org/policies or can be obtained from the CMHPSM upon request.

ARTICLE IV: TERM

This Contract shall be in effect from **October 1, 2018** to **September 30, 2019** inclusive, unless terminated as follows.

ARTICLE V: TERMINATION

TERMINATION WITHOUT CAUSE:

Either party may terminate this Contract provided under this Contract, by providing the other party with at least sixty (60) calendar day's prior written notification. Written notification must be sent by certified mail.

TERMINATION WITH CAUSE:

This Contract may be terminated, suspended, denied, revoked, or canceled by the PIHP with thirty (30) calendar days prior written notification in the event that CONTRACTOR fails to supply any of the services or any of the records, reports, or accounts required by this Contract within ten (10) calendar days, or other agreed upon deadline after the due date, or if CONTRACTOR violates or fails to fulfill the terms of a corrective action plan submitted to the PIHP. Such termination shall not relieve either party of any obligations incurred prior to effective date of such termination. The prior notification period may be extended to greater than thirty (30) days only by mutual agreement of the parties.

TERMINATION DUE TO INSUFFICIENT FUNDING:

This contract obligation is subject to the availability of funds actually appropriated by the legislature for such purpose and is contingent upon the allocation of such funds made to the PIHP by the MDHHS. The PIHP reserves the right to terminate this Contract, effective immediately, should sufficient funding no longer be available.

TERMINATION EFFECTIVE IMMEDIATELY UPON DELIVERY OF NOTICE:

Notwithstanding Sections A, B, and C above, the PIHP may immediately terminate this Contract, , if upon reasonable investigation it concludes that:

1. CONTRACTOR's Board of Directors, Director/CEO, or other officer or employee has engaged in malfeasance;
2. CONTRACTOR loses its State licensing, as applicable;
3. CONTRACTOR loses its eligibility to receive federal funds;
4. Funds allocated under this Contract have been improperly used;
5. CONTRACTOR cannot maintain fiscal solvency or files for bankruptcy protection under the U.S. Bankruptcy Code;
6. Program requirements have not been followed;
7. Recipient Rights have been violated; or

8. CONTRACTOR has violated any provision of Michigan Mental Health Code, the MDHHS rules, federal, state and local laws and ordinances, applicable statutes and Medicaid regulations including, but not limited to, the Michigan Medicaid Provider Manual, and all applicable policies established by PIHP.

PAYMENT:

In the event of the termination of this Contract, , CONTRACTOR will be paid for services provided through the termination date. The PIHP, however, does not waive any claim for damages it may have against CONTRACTOR.

ITEMS AND FUNDS TO BE RELEASED UPON TERMINATION:

CONTRACTOR shall surrender to the PIHP immediately upon termination of this Contract, or termination of any service site or any type of service provided under this Contract, copies of any the PIHP's consumer records, any medications prescribed to and owned by consumers, all consumer personal property including personal funds (unless the CONTRACTOR is consumer's payee), all equipment and furniture purchased with PIHP funds, and all PIHP funds held by CONTRACTOR not obligated in the performance of this Contract.

TRANSITION PLAN:

In event that this Contract, or any service site or any type of service provided under this Contract, has been terminated and a new service provider has been selected, the PIHP and CONTRACTOR shall coordinate a transition plan. This plan shall take into account the following factors: minimal disruption to the continuity of service for consumers, the timeframe in which the new service provider plans to assume contractual obligations, procurement of any required license and/or certification by the new service provider, and, to the extent possible, minimal disruption to the operations of CONTRACTOR.

ARTICLE VI: ASSURANCES

A. FEDERAL DEBARMENT AND SUSPENSION:

Assurance is hereby given to the PIHP that CONTRACTOR will comply with Federal regulation 45 CFR Part 76. CONTRACTOR certifies to the best of its knowledge and belief that CONTRACTOR, including its employees and any subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public commission of

embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above and;
4. Have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.
5. Monthly Verification of Exclusion Status: The parties acknowledge that this information may be verified through: (1) Michigan Department of Consumer & Industry Services to ensure that the party is not suspended from participation in Michigan Medicaid and/or Medicare and that it is not listed with Michigan Department of Consumer & Industry Services for Unfair Labor Practices; and/or (2) www.sam.gov the U.S. Health and Human Services "excluded parties list." CONTRACTOR shall verify these assurances on a monthly basis during the term of this contract.
6. CONTRACTOR shall provide the PIHP all federally required identifying information for the CONTRACTOR entity itself, and individuals with ownership or control interests (direct or indirect ownership of five (5%) percent or more, or a managing employee of the CONTRACTOR to the PIHP upon written request from the PIHP. The CONTRACTOR must notify the PIHP of any changes in ownership, control or managing employee status within 35 days.

B. CRIMINAL CONVICTIONS:

CONTRACTOR must follow all 42 CFR Part §455.104-106 requirements during the term of this Contract. The CONTRACTOR must provide to the PIHP the identity of any person who: (1.) Has ownership or a control interest in the CONTRACTOR, or is an agent or managing employee of the CONTRACTOR; and (2.) Has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or the Title XX services program since the inception of those programs.

CONTRACTOR must promptly notify the PIHP if any individual with beneficial ownership of five percent or more, or control interest of the CONTRACTOR, has been convicted of a criminal offense described under sections 1128(a) and 1128(b)(1), (2), or (3) of the Act, or that have had civil money penalties or assessments imposed under section 1128A of the Act. (42 CFR 1001.1001(a)(1)). The PIHP will immediately notify the CMHPSM and the State of Michigan of any such disclosures by the CONTRACTOR.

C. POLICY COMPLIANCE:

CONTRACTOR will follow all requirements outlined in the CMHPSM Debarment, Suspension and Exclusion Regional Policy.

ARTICLE VII: CONFIDENTIALITY / HIPAA

C. CONFIDENTIALITY:

CONTRACTOR shall remain in compliance with all applicable laws, rules, and regulations related to the confidentiality of consumer information. This includes, but is not limited to, the Michigan Mental Health Code, MDHHS Administrative Rules, 42 CFR Part 2 (as appropriate), and all aspects of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), The Health Information Technology for Economic and Clinical Health Act of the ARRA (HITECH), and the Administrative Simplification section, Title II, Subtitle F, regarding standards for privacy and security of protected health information (PHI) as outlined in the Act.

CONTRACTOR REQUIREMENTS RELATED TO HIPAA:

The CONTRACTOR shall implement all administrative, physical, and technical safeguards necessary to reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI received from, or created or received by CONTRACTOR on behalf of, the PIHP in accordance with PIHP policies and applicable state and federal laws. These safeguards apply to PHI in any form or medium.

CONFIDENTIALITY REQUIREMENTS RELATED TO ELECTRONIC HEALTH RECORD (EHR):

CONTRACTOR shall ensure that staff access EHR on a "need to know" basis only. Each user must register with the PIHP and must access the system using only his or her individual login information, which shall be held confidential. The CONTRACTOR shall participate in monitoring activities related to these requirements.

ARTICLE VIII: SCOPE OF SERVICES

CONTRACTOR's Scope of Services under this Contract are set forth in Attachment B. When providing services under this Contract, CONTRACTOR's staff shall comply with all applicable provisions and requirements in the Michigan Mental Health Code, the MDHHS rules, federal, state and local laws and local ordinances, applicable statutes and Medicaid regulations including, but not limited to, the Michigan Medicaid Provider Manual, and all applicable policies established by the PIHP.

ARTICLE IX: SUBCONTRACTING

CONTRACTOR will provide services as outlined in Attachment B, Scope of Services, and will not subcontract or delegate the services without prior written approval from PIHP. If the PIHP grants

written permission to subcontract, the CONTRACTOR shall ensure that for any PIHP authorized subcontracted service, activity, or product:

1. A formal subcontract document is executed by all affected parties, after this agreement has been executed and prior to the initiation of new subcontract activity. Exceptions may be requested in writing for continuation programs; however, those exceptions are subject to PIHP's prior written approval.

2. Any subcontract between CONTRACTOR and a subcontractor funded by this agreement shall require the subcontractor to comply with all terms and conditions contained herein.

3. CONTRACTOR assumes all responsibility for work performed under the subcontract, including appropriate compliance with all terms and conditions of this agreement. CONTRACTOR shall maintain records to demonstrate compliance by the subcontractor with all terms of this Contract.

4. If CONTRACTOR is paid under a performance reimbursement contract or fixed unit rate reimbursement contract, the subcontractor's budget must include all funding sources and expenditures by category.

5. Copies of each subcontract shall be available for review by authorized PIHP or MDHHS representatives. Upon request of PIHP or MDHHS, CONTRACTOR shall forward copies of requested subcontracts for review. PIHP will withhold funding for any subcontract work not covered by appropriate, properly executed subcontracts.

6. A licensed independent practitioner will not under any circumstances subcontract or assign the services to be provided under this Contract.

This Article, and the terms and conditions of this Contract, do not apply to subcontracts for transportation services. Any such subcontract must meet contractual requirements of the State of Michigan, and CONTRACTOR shall ensure that the public or community transportation service provider follows all applicable federal, state, and local laws and local ordinances.

ARTICLE X: COMPENSATION

D. CONTINGENT UPON FUNDING:

This contract obligation is subject to the availability of funds actually appropriated by the legislature for such purpose, contingent upon the allocation of such funds made to the PIHP by the MDHHS, as well as the continued acceptable performance by CONTRACTOR in its provision of services under this contract. PIHP reserves the right for its Board to annually authorize the use of these funds. If an insufficient funding allocation results in the termination of this Contract, such termination will be in accordance with the Termination article herein.

EXCEPTION REQUESTS:

Any supplemental funding request ("exception request") shall follow the PIHP's established procedures, including the CONTRACTOR's provision of written justification and supporting documentation.

FISCAL AND PROGRAM STATUS AND FINANCIAL SOLVENCY:

CONTRACTOR shall supply fiscal and program status information to PIHP upon PIHP's reasonable request of such information. PIHP may request proof of financial solvency prior to the commencement of services hereunder. If at any time during the term of this Contract there is a change in CONTRACTOR's financial position material to CONTRACTOR's solvency and it's continuing in operation as a going concern, CONTRACTOR shall provide immediate written notice to PIHP.

RETURN OF UNUSED OR INAPPROPRIATELY USED FUNDS:

If at any time it is determined after compensation has been made by PIHP to CONTRACTOR, that charges for any portion of a service have been collected from PIHP's consumer or from any other source, or that funds paid were not fully used for services authorized by PIHP or were inappropriately used, CONTRACTOR shall refund to PIHP an amount equal to the sum paid by PIHP's consumer or other source, or an amount equal to the sum of unused or inappropriately used funds and any associated fines, penalties, and fees.

DISALLOWED EXPENDITURES:

Payments and/or services authorized by this agreement that are contrary to federal, state and/or the MDHHS contract governing this agreement, then the federal, state and/or the MDHHS contract shall take precedent over this agreement and will require that expenditures are made within compliance of such laws and/or MDHHS contract. If a Contractor has been paid inappropriately pursuant to this agreement for Medicaid or non-Medicaid services, CONTRACTOR shall fully repay PIHP for such disallowed payments, fines, penalties, and fees within sixty (60) days of CONTRACTOR's final disposition notification of the disallowances. At its discretion, PIHP may authorize, in writing, additional time for repayment.

EXTENSION OF CLAUSE:

CONTRACTOR and PIHP agree that any contract between them and any other organization which CONTRACTOR or PIHP is to a significant extent associated or affiliated with, owns or is owned by, or has control over or is controlled by, and which performs services on behalf of

CONTRACTOR or PIHP will contain a clause requiring that organization to similarly make its books, documents, and records available to the requesting parties.

ARTICLE XI: REPORTING

E. REPORTING TO DIRECTOR/DESIGNEE:

CONTRACTOR shall report to the designee of PIHP and shall cooperate and confer with him/her as necessary to ensure satisfactory work progress. When applicable, CONTRACTOR shall submit a final written report to the PIHP CEO. All documents submitted by CONTRACTOR must be dated and bear CONTRACTOR's name.

REVIEW AND APPROVAL OF REPORTS:

All reports made in connection with services provided under this Contract are subject to review and final approval by the PIHP's Director/CEO.

FAILURE TO REPORT:

Failure to submit any report PIHP requires as a part of this Contract may result in withholding or non-payment of any or all of the compensation due the CONTRACTOR, and is cause for termination of this Contract. PIHP will provide CONTRACTOR with thirty (30) days to cure such breach prior to imposing sanctions or terminating the contract.

REPORTING REQUIREMENTS AND TIMELINES:

All reporting requirements must be met by identified timelines. The PIHP reserves the right to require additional reporting if the CONTRACTOR has been placed on a Corrective Action Plan or provisional status.

STATE AND/OR FEDERAL INSPECTIONS:

The state Medicaid agency and/or Health and Human Services may evaluate, through inspection or other means, the performance, appropriateness, and timelines of any services provided under this Contract and funded with Medicaid funds.

INCIDENT REPORTS:

The Incident Report (IR) form shall either be completed on paper and scanned directly into the EHR by CONTRACTOR or entered electronically directly into EHR. The IR form shall be completed to ensure that all information is filled in completely, and the report shall be given to program supervisor or home manager as soon as possible, but no later than the end of the shift

in which the incident occurred. Incident reporting is not a substitution for Recipient Rights reporting.

ARTICLE XII: FINANCIAL AUDIT

F. ANNUAL INDEPENDENT FINANCIAL AUDIT:

Unless an "Annual Audit Waiver" is granted by PIHP, CONTRACTOR shall obtain within ninety (90) days of the close of its fiscal year, an annual financial audit that includes, but is not limited to, the following areas of compliance:

- Generally accepted accounting principles.
- Fiscal solvency illustrated in CONTRACTOR's balance sheet and income statement.
- Adherence to the terms of this Contract including documentation of invoices submitted to PIHP.
- Applicable federal and state laws and MDHHS Guidelines relative to this Contract.

The Financial Audit must include a list of revenues and expenses by funder. One copy of the Audit must be submitted to the PIHP, as well as uploaded into the EHR. Failure to submit this audit may result in the imposition of a financial penalty.

CORRECTIVE ACTION:

Any audit finding shall be addressed in a corrective action plan. A plan of corrective action shall be submitted to PIHP within thirty (30) days of the issuance of the audit. CONTRACTOR shall submit status reports and/or finished products as required under the plan of correction. The corrective action shall be completed no later than six (6) months after the date of the audit.

ANNUAL PROGRAM AUDIT:

CONTRACTOR may be required to provide an annual program audit relating to contracted services, which shall include, but is not limited to, the following areas of compliance:

- Generally accepted accounting principles.
- Adherence to the terms of this Contract including accuracy of expenses and revenue reported.
- Applicable federal, state, and local laws, local ordinances, codes, rules, and regulations.

If required, the annual program audit must be submitted to PIHP within ninety (90) days of the close of CONTRACTOR's fiscal year or the termination of this Contract, whichever occurs first. Failure to provide this audit may result in the imposition of a financial penalty.

ANNUAL AUDIT WAIVER:

CONTRACTOR must submit the Audit Waiver Application provided by PIHP. CONTRACTOR may request the annual audit requirement be waived if one or more of the following conditions are met.

- CONTRACTOR provides services to six (6) or less PIHP consumers annually.
- CONTRACTOR receives $50,000.00 or less annually from the entire PIHP to provide services to consumers.
- CONTRACTOR employs fifteen (15) or less employees or full-time equivalents (FTE).
- CONTRACTOR requests a special exemption based upon a condition which is not listed above. The PIHP CFO must determine that financial statements, financial compilation information or other CONTRACTOR supplied information is sufficient and may be substituted for an annual audit.

Meeting one or more of the conditions outlined above does not guarantee a waiver will be granted. The final authority to grant the audit waiver lies with PIHP. The PIHP will make audit waiver determinations on an annual basis. Any waivers approved by the PIHP expire after one (1) year. CONTRACTOR must renew waivers annually using the PIHP approved form.

FINANCIAL COMPILATION:

The CONTRACTOR will be required to provide an annual financial compilation prepared by an external auditor or firm in lieu of an annual financial audit or annual program audit if an Audit Waiver has been approved. The PIHP also reserves the right to request copies of CONTRACTOR's 990's.

When the annual financial compilation is required, it must be submitted to PIHP within ninety (90) days of the close of CONTRACTOR's fiscal year or the termination of this Contract, whichever occurs first. Failure to provide this compilation may result in the imposition of a financial penalty.

RIGHT TO AUDIT AT TERMINATION:

The parties acknowledge that PIHP reserves the right to conduct a financial audit of CONTRACTOR, or to request an external audit be conducted, if this Contract is terminated for any reason prior to the end date noted in the Term article.

SINGLE AUDIT REQUIREMENT:

If CONTRACTOR expends more than $750,000.00 in federal awards (according to Section 200.501 of 2 CFR) during the fiscal year, it must obtain a single audit (or program-specific audit when administering only one federal program) in accordance with 2 CFR Subpart F (Sections 200.500 - 200.521. The audit must be performed by an independent auditor, in accordance with

Generally Accepted Government Auditing Standards (GAGAS). The applicable reporting package described below must be submitted to the PIHP ninety (90) days of the close of the fiscal year.

If CONTRACTOR is subject to Single Audit (even if federal funding received from, or indirectly from, MDHHS is less than $750,000.00), the reporting package includes:

1. The single audit reporting package described in 2 CFR Subpart F (Sections 200.500 - 200.521), including the Corrective Action Plan;
2. Supplemental Audit Schedules A and B; and
3. Management letter, if one is issued, and management's response.

If CONTRACTOR is exempt from Single Audit, but spends $750,000.00 or more in total funding from, or indirectly from, MDHHS in state and federal grant funding, the reporting package includes:

1. The financial statement audit prepared in accordance with GAGAS;
2. Supplemental Audit Schedules A and B; and
3. Management letter, if one is issued, and management's response.

If CONTRACTOR is exempt from Single Audit, and spends less than $750,000.00 in total funding from MDHHS in state and federal grant funding, but a financial statement audit includes disclosures that may negatively impact MDHHS-funded programs, including but not limited to, fraud, going concern uncertainties, and financial statement misstatements, the reporting package includes:

1. The financial statement audit prepared in accordance with GAGAS; and
2. Management letter, if one is issued, and management's response.

If CONTRACTOR is exempt from Single Audit and spends less than $750,000.00 in total funding from MDHHS in state and federal grant funding, and the financial statement audit does not include any disclosures that may negatively impact MDHHS-funded programs, the reporting package includes:

1. An Audit Status Notification Letter certifying the exemptions.

This does not, however, relieve CONTRACTOR of the obligation to obtain an annual financial audit in accordance with Article XII Section A: Annual Independent Financial Audit.

CONTRACTOR must also comply with all requirements contained in the MDHHS Substance Abuse Prevention and Treatment Audit Guidelines, current edition, as issued by the MDHHS Bureau of Audit, Reimbursement, and Quality Assurance.

ARTICLE XIII: SUD LICENSURE

CONTRACTOR will maintain all appropriate licensures related to substance use disorder prevention, treatment and/or recovery services as required by Section 6234 of Michigan Public Act 501 of 2012. CONTRACTOR must provide written notice to the PIHP within twenty four (24) hours of CONTRACTOR's license status being changed, suspended, revoked or terminated.

ARTICLE XIV: PERFORMANCE IMPROVEMENT / QUALITY IMPROVEMENT

The CONTRACTOR shall comply with the following and develop, implement, and monitor a Continuous Performance Improvement Program that is conducted in accordance with the PIHP's Performance Improvement Program by:

1. Participating as needed in PIHP's Performance Improvement projects and activities such as submitting the Consumer Satisfaction Survey annually.

ARTICLE XV: INDEPENDENT CONTRACTOR

It is expressly understood and agreed that CONTRACTOR is an independent contractor. The employees, servants, and agents of CONTRACTOR shall in no way be deemed to be and shall not hold themselves out as employees, servants or agents of PIHP and shall not be entitled to any fringe benefits of PIHP, including but not limited to, health and accident insurance, life insurance, paid vacation or sick leave, or longevity. CONTRACTOR shall be responsible for payment of compensation due and owing its officers, employees, servants, and agents for services they have performed under this Contract and for withholding and payment of all applicable taxes, including but not limited to, income and social security taxes, to the proper federal, state, and local governments.

ARTICLE XVI: PERSONNEL

G. SUBCONTRACTED PERSONNEL RECORDS:

If the CONTRACTOR subcontracts for personnel who provide services to PIHP consumers, those subcontracted staff must meet all staff qualification and training requirements set forth in this contract. Clear and easily accessible personnel records for all staff, including subcontracted staff that provides services to PIHP consumers, must be maintained by CONTRACTOR. CONTRACTOR shall have a copy of said personnel records easily accessible and available for review by PIHP on-site at CONTRACTOR's office during normal business hours upon request.

HIRING OTHER PARTY'S EMPLOYEES:

Neither party shall hire an employee of the other party without first supplying the other party prior written notification that the employee will be employed concurrently with both parties.

SUFFICIENT STAFFING LEVELS AND RECORDS:

CONTRACTOR shall maintain a sufficient level of staffing in accordance with the level of care required by consumers served under this Contract, and further shall maintain timekeeping records to sufficiently document all staffing hours. Upon request, the CONTRACTOR shall submit staffing levels and records to PIHP.

CONSUMER SELF-DETERMINATION IN CHOICE OF STAFF:

Consumers shall be given an opportunity to express a preference in the assignment of CONTRACTOR's staff to serve the consumer, within the limits of available staff in the CONTRACTOR's program. Additionally, CONTRACTOR shall make every attempt to assure the removal or reassignment of any personnel who fail to meet the consumer's preferences in delivering services hereunder. A consumer's choice and preferences shall always be considered, if not always granted.

SOLE EMPLOYER:

The CONTRACTOR agrees and intends that it, rather than PIHP, is the sole employer of any staff paid by it to perform the services required by this Contract.

STAFF MEETING REGULATORY REQUIREMENTS:

The CONTRACTOR shall comply with the requirements of all applicable regulatory bodies with respect to staffing patterns, transportation, and staff qualifications. CONTRACTOR shall ensure that all employees providing services billed to Medicaid meet the State minimum qualifications for that service provision.

HUMAN RESOURCES POLICIES AND PROCEDURES:

If CONTRACTOR has employees, it shall develop and maintain Human Resources policies and procedures which address at a minimum the following areas:

1. Job descriptions, including qualifications, for all staff including Executive Director/ CEO.
2. CONTRACTOR's process for ongoing assessment of clinical responsibilities for all staff and positions according to The Joint Commission (TJC) requirements.
3. Procedures for conducting criminal background checks on employees and a PIHP Recipient Rights history check on applicants for mental health direct service staff positions, which will be available if the local Rights Office has the database to support such checks.
    a. Criminal background checks must be conducted prior to employee hire.
    b. Criminal background checks must be completed at least annually.
    c. Acceptable criminal background check sources include: Michigan Workforce, ICHAT or Finger Print Based Criminal Background Checks (FCBCs) or other criminal background check sources approved by the PIHP.

4. Procedures for hiring and termination, including disciplinary procedures and pre-employment inquiries, for all positions, including the Executive Director/CEO.
5. Pay schedules, including provisions for overtime pay and payroll dates.
6. A list of fringe benefits such as vacation, sick time, health insurance, workers disability compensation insurance, retirement, unemployment insurance, paid holidays, paid and unpaid leaves of absence, and travel reimbursement.
7. At least an annual written work evaluation in the personnel record of each employee, including an annual assessment of the Executive Director/CEO by the Board.
8. Training policies, including requirements, time frames, and standards for employees to function independently. Such policies must meet, and must not conflict with, the standards set forth in the PIHP policies.
9. Requirements for staff involved in operating motor vehicles that transport consumers.
10. Table of Organization with lines of responsibility and authority, including designation of continuous provision of access to an individual with designated authority to act on behalf of CONTRACTOR.
11. Requirements for staff involved in handling of consumer funds.

CONTRACTOR shall have a copy of said policies, procedures, and training records easily accessible and available for review by PIHP on-site at CONTRACTOR's office during normal business hours upon request.

CREDENTIALING AND ASSIGNMENT OF CLINICAL RESPONSIBILITIES:

CONTRACTOR will be credentialed and re-credentialed by the PIHP in accordance with PIHP policy. If CONTRACTOR is an organization that employs staff, CONTRACTOR shall ensure that its staff providing services to consumers meet the PIHP's credentialing and assessment of clinical competency requirements, including re-credentialing (every two years) and reassessment (at least annually) of clinical competencies necessary to perform the services required under this Contract.

PAYMENT OF SOCIAL SECURITY AND PAYROLL TAXES:

CONTRACTOR is responsible for all applicable state and federal social security benefits and unemployment taxes and shall indemnify and protect the PIHP against such liability.

PAYROLL TAXES/LIQUIDATING ACCOUNTS PAYABLE:

CONTRACTOR agrees that withholding and payment of all payroll taxes required by federal, state, and local laws shall be kept current. Further, CONTRACTOR agrees that all accrued expenses and accounts payable shall be liquidated by the close of the quarter following the end of the fiscal year with the exception of unemployment insurance, workers' disability compensation insurance, and any sick, vacation, and/or personal time accrued by CONTRACTOR's employees. Expenditures for employment insurance, workers' disability compensation insurance, and self-insured health plans will be based on past experience and treated as a long-term expense accrual.

NON-DISCRIMINATION IN EMPLOYMENT:

CONTRACTOR shall take affirmative action to eliminate discrimination based on sex, race, or a disability in the hiring of applicants and the treatment of any employees. Affirmative action will include, but not be limited to: employment, upgrading, demotion, transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, including apprenticeship.

POSTING WHISTLEBLOWERS PROTECTION ACT POSTER:

If CONTRACTOR employs any staff, the CONTRACTOR shall post, in a conspicuous place, a copy of the Whistleblower Protection Act developed as a result of the passage of P.A. 469 of 1980, as amended.

ARTICLE XVII: CULTURAL COMPETENCE

CONTRACTOR shall demonstrate an ongoing commitment to linguistic and cultural competence that ensures access and meaningful participation for all people in the service area where CONTRACTOR provides supports and services. Such commitment includes acceptance and respect for the cultural values, beliefs, and practices of the community, as well as the ability to apply an understanding of the relationships of language and culture to the delivery of services.

To effectively demonstrate such commitment, it is expected that CONTRACTOR has five components in place:

1. a method of community assessment;
2. sufficient policy and procedure to reflect CONTRACTOR's value and practice expectations;
3. a method of services assessment and monitoring;
4. ongoing training to assure that staff are aware of, and able to effectively implement, CONTRACTOR's policy; and
5. the provision of supports and services within the linguistic and cultural context of the consumer.

ARTICLE XVIII: INDEMNIFICATION

To the extent permitted by Michigan law, CONTRACTOR shall protect, defend, and indemnify the PIHP, PIHP's Board members, officers, agents, volunteers and employees from any and all liabilities, claims, liens, demands, costs, and judgments, including court costs, costs of administrative proceedings, and attorney fees, which arise out of the occupancy, use, service, operations, performance or nonperformance of work, or failure to comply with federal, state or local laws, ordinances, codes, rules and regulations or court or administrative decisions, negligent acts, intentional wrongdoing, or omissions by CONTRACTOR, its officers, employees, agents, representatives or subcontractors in connection with this Contract. CONTRACTOR's

responsibilities under this Article shall not be mitigated by nor limited to the insurance coverage obtained by CONTRACTOR pursuant to the requirements in the Insurance Article of this Contract.

Nothing herein shall be construed as a waiver of any public or governmental immunity granted to PIHP and/or any representative of PIHP as provided in statute or court decisions.

ARTICLE XIX: INSURANCE

CONTRACTOR shall maintain at its expense during the term of this Contract, the following insurance:

H. WORKERS' DISABILITY COMPENSATION INSURANCE:

Including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan

COMMERCIAL GENERAL LIABILITY INSURANCE:

Commercial General Liability Insurance with a combined single limit of $1,000,000.00 each occurrence for bodily injury and property damage. The policy shall include Community Mental Health Partnership of Southeast Michigan as additional insured with respect to general liability.

AUTOMOBILE LIABILITY INSURANCE:

Is necessary unless the scope of services in Attachment B states that CONTRACTOR will not transport PIHP consumers. Michigan coverage must include Michigan No-Fault Coverage with limits of liability of not less than $1,000,000.00 per occurrence combined single limit Bodily Injury and Property Damage. Coverage from any state outside of Michigan must include a rider that provides coverage at minimum levels required in Michigan and extends coverage to Michigan.

Motor vehicle insurance coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles. CONTRACTOR understands that this additionally insures PIHP's Board members, officers, employees, agents and volunteers.

ADDITIONAL INSURED

Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be ***Additional Insureds*:** the PIHP and all its: elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the PIHP as additional insured, coverage afforded is considered to be primary and any other insurance the PIHP may have in effect shall be considered secondary and/or excess.

INSURANCE CERTIFICATE SUBMISSION:

CONTRACTOR shall furnish certificates of insurance evidencing its possession of the required insurance coverage prior to the commencement of services under this Contract to:

Community Mental Health Partnership of Southeast Michigan
3005 Boardwalk Suite 200
Ann Arbor, Michigan 48108

CONTRACTOR shall provide PIHP at least thirty (30) days' written notice of any reduction or termination of insurance coverage required hereunder. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to PIHP. CONTRACTOR shall be responsible to PIHP, or any insurance companies insuring PIHP, for all costs resulting from a financially unsound insurance company selected by CONTRACTOR and their inadequate insurance coverage.

No payments shall be made to CONTRACTOR until the certificates of insurance have been received and approved by the PIHP. If the insurance, as evidenced by certificates furnished by the CONTRACTOR, expires or is canceled during the term of this Contract, services and related payments shall be suspended until certificates evidencing renewal of coverage are submitted to and approved by PIHP.

ARTICLE XX: NONDISCRIMINATION, AFFIRMATIVE ACTION, AND PROCUREMENT

I. DISCRIMINATION IN EMPLOYMENT PROHIBITED AND AFFIRMATIVE ACTION:

CONTRACTOR, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, ancestry, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status, sexual orientation, gender orientation, disability unrelated to the individual's ability to perform the duties of the particular job or position. CONTRACTOR shall post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees and CONTRACTOR shall include the language of this assurance in all subcontracts for services covered by this Contract. All solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR shall state that CONTRACTOR is an Equal Opportunity Employer.

CONTRACTOR shall adhere to all applicable federal, state and local laws, ordinances, rules, and regulations prohibiting discrimination, including, but not limited to, the following:

1. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.

2. The Michigan Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
3. Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.), Section 504 of the Federal Rehabilitation Act of 1973, as amended (20 USC 794), Title IX of the Education Amendment of 1972 (if applicable), as amended (20 USC 1681-1683 and 1685-1686) and the regulations of the U.S. Departmental of Health and Human Services issued there under (45 CFR, Part 80, 84, 86 and 91.)
4. The Age Discrimination Act of 1975 (42 USC 6101 et seq.)
5. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 et seq.,) as amended, and regulations promulgated there under.

DISCRIMINATION IN PROCUREMENT PROHIBITED:

If CONTRACTOR maintains a procurement system or solicitation practices, the system/practices must prohibit discrimination against minority, women, and/or handicapped owned business. The CONTRACTOR, by entering into this Contract, gives its assurances to PIHP that CONTRACTOR shall not discriminate against minority, women, and handicapped owned business when contracting. The CONTRACTOR shall, upon the request of either the PIHP or MDHHS, be able to demonstrate efforts made to enter into contracts with such businesses.

DISCRIMINATION AGAINST CONSUMERS PROHIBITED:

CONTRACTOR shall not unlawfully discriminate against a consumer of services or an applicant for services as required by the Elliott-Larsen Civil Rights Act, P.A. 453 of 1976, as amended, or MCL 37.2101 et. seq.

MINORITY AND BUSINESS VERIFICATION FORM:

CONTRACTOR shall complete and return to the Michigan Department of Civil Rights a Minority and Business Verification form if it is minority-owned or woman-owned business under P.A. 428 of 1980 and not already certified by the Michigan Department of Civil Rights as a bona fide minority-owned or woman-owned business.

BREACH:

Any breach of this section shall be regarded as a material breach of this contract and cause for termination thereof.

ARTICLE XXI: CONFLICT OF INTEREST AND ACCESS TO INFORMATION

J. CONFLICT OF INTEREST:

CONTRACTOR affirms that, to the best of its knowledge, no principal, representative, agent, employee, or anyone acting on behalf, or legally capable of acting on behalf, of CONTRACTOR is currently an employee of PIHP, or of MDHHS or any of its constituent institutions; nor is any

such person using, nor is he or she privy to, insider information which would tend to give, or give the appearance of tending to give, an unfair advantage to CONTRACTOR.

The CONTRACTOR shall establish procedures and safeguards to prohibit its employees from using their positions for a purpose that is or gives the appearance of being a conflict of interest, or motivated by a desire for a private gain for themselves or others with whom they have a family, business, or other ties. Breach of this covenant may be regarded as a material breach of this Contract and cause for termination thereof.

PIHP ACCESS TO RECORDS AND INFORMATION:

CONTRACTOR understands that PIHP may seek information about activities of persons described in the following, for any possible conflict of interest. If any such conflict is identified, PIHP may take action to terminate this Contract. Upon written request, and to the extent permitted by law, CONTRACTOR shall supply PIHP with the following information:

1. Articles of Incorporation, list of Board members, and Board minutes, if applicable.
2. A written description of CONTRACTOR's internal accounting and administrative control system, which shall: (1) protect against waste, fraud and inefficiency; (2) ensure accuracy and reliability in accounting and operating data; and (3) secure compliance with agency policies. This system shall include clear lines of responsibility, subdivision of duties, and a clear separation of accounting functions from custody or access to assets.
3. A list of all suppliers/subcontractors/lesser of CONTRACTOR in connection with or pertaining to this Contract with which corporate officers, partners and employees, or their spouses, have a financial interest to the best of CONTRACTOR's knowledge.

4. Copies of all current contracts and leases pertinent to this Contract with all suppliers/ subcontractors/lesser and copies of all renewals, extensions, and modifications thereto, together with all new contracts and leases pertinent to this Contract as they are entered into and allow copies to be made at PIHP expense.

Nothing in this section or elsewhere in this Contract shall require CONTRACTOR to waive any privilege CONTRACTOR may have under Michigan law.

STATE AND/OR FEDERAL ACCESS TO RECORDS AND INFORMATION:

PIHP, the State of Michigan or its representative, and/or any other authorized audit personnel, including any federal agency or its agent, shall be allowed access to all financial records pertaining to CONTRACTOR's activities under this Contract during normal business hours for the purpose of reviewing, copying, and/or auditing. Refusal to allow PIHP, MDHHS, the State of Michigan or their representatives, and/or other authorized audit personnel, including any federal agency or its agent, access to said records for the above-stated purposes shall constitute a material breach of this Contract, for which PIHP may exercise any of its remedies available at law or in equity, including but not limited to the immediate termination of this Contract. Financial records and

supporting documentation must be retained and be available for audit purposes for ten (10) years following the termination of this Contract.

Furthermore, CONTRACTOR agrees that if the Secretary of the United States Department of Health and Human Services, the Controller General of the United States, or their duly authorized representatives, at any time within seven (7) years of completing the services to be provided under this Contract request access to CONTRACTOR's books, documents, and records in accordance with Section 952 of the Omnibus Reconciliation Act of 1980 (42USC Section 1395X (v)(l)(l)) and the regulations adopted pursuant thereto, CONTRACTOR shall provide such access to the requesting parties to the extent required by such statute and the regulations adopted pursuant thereto.

ARTICLE XXII: COMPLIANCE WITH MDHHS AGREEMENTS

It is expressly understood and agreed by the CONTRACTOR that this Contract is subject to the terms and conditions of the agreement(s) entered into between MDHHS and PIHP for general funds and between MDHHS and the PIHP for Medicaid funding. CONTRACTOR shall comply with all applicable terms and conditions of these MDHHS Agreements. The provisions of this Contract shall take precedence over the MDHHS Agreements unless a conflict exists between this Contract and the provisions of the MDHHS Agreements, in which case the provisions of the MDHHS Agreements shall prevail.

A conflict between this Contract and the MDHHS Agreements, however, shall not be deemed to exist where this Contract: (1) contains additional non-conflicting provisions not set forth in the MDHHS Agreements; (2) restates provisions of the MDHHS Agreements to afford the PIHP the same or substantially the same rights and privileges as the MDHHS; (3) requires CONTRACTOR to perform duties and/or services in less time than that afforded the PIHP in the MDHHS Agreements. The MDHHS Agreements are incorporated by reference into this Contract and made a part hereof. A copy of the MDHHS Agreements shall be provided to the CONTRACTOR upon written request.

ARTICLE XXIII: COMPLIANCE WITH LAWS AND REGULATIONS

K. COMPLIANCE WITH LAWS:

The CONTRACTOR shall provide all services in compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations including but not limited to: (a) the Michigan Mental Health Code and the Public Health Code and the rules and regulations promulgated there under; (b) federal and state Medicaid laws, including the Balanced Budget Act; (c) all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970 (42 USC 7401 et seq) and Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15) if the amount of this Contract is over $100,000.00. CONTRACTOR agrees to follow requirements derived from Public Law 102-

321, as amended by Public Law 106-310, and federal regulations in 45 CFR Part 96 are pass-through requirements. Federal Substance Abuse Prevention and Treatment (SAPT) Block Grant requirements that are applicable to states, PIHPs are passed on to CONTRACTOR unless otherwise specified. 42 CFR Parts 54 and 54a, and 45 CFR Parts 96, 260, and 1050, pertaining to the final rules for the Charitable Choice Provisions and Regulations, are applicable to CONTRACTOR as stated elsewhere in this Agreement.

Sections from PL 102-321, as amended, that apply to CONTRACTOR include but are not limited to:1921(b),1922 (a)(1)(2),1922(b)(1)(2),1923,1923(a)(1) and (2), and 1923(b),1924(a)(1)(A) and (B), 1924(c)(2)(A) and (B), 1927(a)(1) and (2), and 1927(b)(1),1927(b)(2): 1928(b) and (c),1929, 1931(a)(1)(A), (B), (C), (D), (E) and (F),1932(b)(1), 1941, 1942(a), 1943(b), and 1947(a)(1) and (2).

If any law or administrative rule or regulation that becomes effective after the date of execution of this Contract substantially changes the nature and conditions of this agreement, it shall be binding to the parties, but the parties retain the right to exercise any remedies available to them by law or other provisions of this Contract.

FEDERAL SUBSTANCE ABUSE BLOCK GRANT COMPLIANCE:

The CONTRACTOR assures the PIHP that:

1. SAPT Block Grant funds shall not be used to pay for inpatient hospital services except under conditions specified in federal law.
2. SAPT Block Grant funds shall not be used to make cash payments to intended recipients of services.
3. SAPT Block Grant funds shall not be used to purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or any other facility, or purchase major medical equipment.
4. SAPT Block Grant funds shall not be used to satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funding.
5. SAPT Block Grant funds shall not be used to provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs.
6. SAPT Block Grant funds shall not be used to enforce state laws regarding the sale of tobacco products to individuals under the age of 18.
7. SAPT Block Grant funds shall not be used to pay the salary of an individual at a rate in excess of Level I of the Federal Executive Schedule, or approximately $199,700.

LOBBYING:

The CONTRACTOR will 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 Departments of Labor, Health and Human Services and Education, Related Agencies Appropriations Act (Public Law 104-209) and 45 CFR Part 93. No appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

PUBLIC HEALTH REPORTING:

CONTRACTOR agrees to follow P.A. 368 which requires that health professionals comply with specified reporting requirements for communicable disease and other health indicators.

PRO-CHILDREN ACT OF 1994:

CONTRACTOR shall comply with Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by and used routinely or regularly for the provision of health, day

care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through state or local governments, by Federal grant, contract, loan or loan guarantee. The Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Act may result in the imposition of a civil monetary penalty of up to $1,000.00 for each violation and/or the imposition of an administrative compliance order on the responsible entity. CONTRACTOR shall include this language in any subcontracts which contain provisions for children's services.

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

DAVIS-BACON ACT

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

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

HATCH ACT AND INTERGOVERNMENTAL PERSONNEL ACT:

CONTRACTOR shall comply with the Hatch Act (5 USC 1501-1508) and Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Service Reform Act (Public Law 95-454 Section 4728). Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

DEFICIT REDUCTION ACT:

CONTRACTOR shall comply with the federal Deficit Reduction Act (DRA) of 2005. CONTRACTOR shall follow all applicable policies and procedures implemented by PIHP for preventing and detecting Medicaid fraud, abuse, and waste.

BREACH:

Any breach of this section shall be regarded as a material breach of the Contract and may be cause for termination.

ARTICLE XXIV: DOCUMENTS AND PUBLICATIONS

All documents developed as a result of this Contact will be freely available to the public, with the exception of those containing information about recipients of services which state and federal law requires to be confidential. CONTRACTOR may not copyright such documents unless otherwise provided in this agreement. During the performance of services under this Contract, the CONTRACTOR will be responsible for any loss or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this Contract by CONTRACTOR must reference the project sponsorship by PIHP. Any publication of the information or results must be co-authored by the PIHP.

If activities supported by the Grant Agreement between MDHHS and PIHP for substance abuse services produces books, films, or other such copyrightable materials issued by CONTRACTOR, CONTRACTOR may copyright but shall acknowledge that PIHP reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, and use such materials. This cannot include service recipient information or personal identification data. Any copyrighted materials or modifications bearing acknowledgement or the PIHP's name must be approved by PIHP prior to reproduction and use of such materials. CONTRACTOR shall give recognition to PIHP in any and all publication papers and presentations arising from the program and service contract herein; PIHP will do likewise.

ARTICLE XXV: MISCELLANEOUS PROVISIONS

L. RELATIONSHIP TO CMHPSM PROVIDER NETWORK:

CONTRACTOR acknowledges membership in the CMHPSM Network Provider Panel and agrees to maintain positive working relationships with other contractors within the CMHPSM provider network to best serve the needs of the consumers of the CMHPSM.

PURCHASES OF EQUIPMENT OR FURNISHINGS:

CONTRACTOR shall maintain a list of all equipment or furnishings purchased or leased with funds from PIHP for the provision of services to consumers under this Contract, if the initial cost or current value of the item is $5,000.00 or more. All such equipment and furnishings shall remain the property of PIHP, and its disposition shall remain the sole discretion of PIHP. Revenue from the sale, trade, or transfer of any such equipment or furnishing shall be retained solely by PIHP. However, purchases or leases made out of the administrative portion of CONTRACTOR's fee are exempt from this requirement. PIHP may, at its discretion, directly purchase equipment or furnishings, or directly pay other expenses rather than providing funding for such to CONTRACTOR.

CHOICE OF LAW AND VENUE:

This Contract shall be construed according to the laws of the State of Michigan. PIHP and CONTRACTOR agree that the venue for the bringing of any legal or equitable action under this Contract shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules and any action shall be brought in one of the following Michigan counties: Lenawee, Livingston, Monroe or Washtenaw. In the event that any action is brought under this Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Eastern District, and Southern Division.

AMENDMENTS:

Modifications, amendments, or waivers of any provision of this Contract may be made only by the written mutual consent of both parties set forth in a written amendment document signed by the authorized representatives of both parties.

EXTENT OF CONTRACT:

This Contract and its attachments, the referenced PIHP policies, and other materials PIHP is required to provide, contain all the terms and conditions agreed upon by the parties and no other agreements, oral or otherwise, regarding the subject matter of this Contract or any part thereof shall have any validity or bind any of the parties hereto.

WAIVERS:

No failure or delay on the part of either of the parties to this Contract in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege. In no event shall the making by PIHP of any payment due to CONTRACTOR constitute or be construed as a waiver by PIHP of any breach of a provision of this Contract, or any default which may then exist, on the part of CONTRACTOR, and the making of any such payment by PIHP while any such breach or default exists, shall in no way impair or prejudice any right or remedy available to PIHP in respect to such breach or default.

ASSIGNS AND SUCCESSORS:

PIHP and CONTRACTOR each binds itself, its successors, and assigns to the other party to this Contract and all covenants of this Contract. CONTRACTOR shall not assign or transfer its interest in this Contract without prior written consent of PIHP.

INVALID PROVISIONS:

If any clause or provision of this Contract is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the enforceability of the remainder of the Contract. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Contract, this Contract shall be considered to have terminated as of the date on which the clause or provision was rendered invalid or unenforceable.

NONBENEFICIARY CONTRACT:

This Contract is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties to this Contract.

PRACTICE AND ETHICS:

The parties will conform to the code of ethics of their respective professional associations.

DISREGARDING TITLES AND HEADINGS:

Titles and headings to articles, sections, or paragraphs in this agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of the agreement.

EXECUTION IN COUNTERPARTS:

This agreement may be executed in one or more counterparts, each of which will be deemed an original agreement but all of which will be considered one instrument and will become a binding agreement when one or more counterparts have been signed by each of the parties and delivered.

ARTICLE XXVI: TECHNICAL ASSISTANCE and CONTRACT MONITORING

M. CONTRACT LIAISON:

PIHP shall assign a contract liaison. The contract liaison or designee will be available to provide technical assistance to CONTRACTOR regarding services provided under this Contract if a need for such assistance has been identified by PIHP or by CONTRACTOR.

SITE VISITS:

The PIHP or designee may conduct periodic site visits to monitor administrative, clinical and/or fiscal compliance during the term of this Contract. After at least a 24-hour advance notice has been provided to the CONTRACTOR, the PIHP or designee may review any of the CONTRACTOR's internal records, documents, reports, or insurance policies. If, after a site review is completed, the PIHP or designee indicates that the CONTRACTOR needs to attain compliance in certain areas, the CONTRACTOR shall submit a Corrective Action Plan within the specified timeframe given by the PIHP or designee.

The PIHP reserves the right to conduct a site visit at any time with no advance notice if the PIHP or its designee has reason to believe that CONTRACTOR is not in compliance with the terms of this Contract or if the health and safety of a consumer is at risk.

ARTICLE XXVII: CONTRACT REMEDIES AND SANCTIONS

PIHP will utilize a variety of means to ensure compliance with contract requirements. PIHP will pursue remedial actions and possibly sanctions as needed to resolve outstanding contract violations and performance concerns.

PIHP may utilize any or all of the following actions, or other such action at its discretion, as it deems appropriate to address the contract violation/noncompliance:

- Issue notice of contract violation and conditions to CONTRACTOR with copies to CONTRACTOR's Board of Directors, if applicable.
- Require a Corrective Action Plan and specified status reports that become a contract performance objective.
- Place CONTRACTOR on provisional contract status until a Corrective Action Plan is accepted by PIHP and CONTRACTOR is able to successfully demonstrate its

compliance. Provisional status is a means of sanctioning CONTRACTOR and may result in the temporary suspension of referrals, the removal of consumers currently served by CONTRACTOR, or other sanctions up to termination of this Contract.

- The PIHP reserves the right to withhold payment until full compliance is achieved.

If the above mentioned actions are not successful in achieving full compliance, PIHP reserves the right to initiate contract termination according to the Termination Article of this Contract.

The implementation of any of these actions does not require a contract amendment; the sanction notice to CONTRACTOR is sufficient authority according to this provision. The use of remedies and sanctions will typically follow a progressive approach, but PIHP reserves the right to deviate from the progression as needed to seek correction of serious or repeated breaches, or patterns of substantial non-compliance or performance problems.

The following are examples of compliance or performance problems for which remedial actions, including sanctions, can be applied to address repeated or substantial breaches, or a pattern of non-compliance or substantial performance problems. This listing is not meant to be exhaustive, but only representative.

- Reporting timeliness, quality and accuracy.
- Performance Indicator standards.
- Repeated site review non-compliance (repeated failure on the same item).
- Failure to complete or achieve contractual performance objectives.
- Repeated failure to honor appeals/grievance assurances.
- Substantial or repeated health and/or safety violations.
- Substantial inappropriate denial of services or requests for service required under this Contract, or substantial services not corresponding to condition. Substantial can mean a pattern, large volume or small volume, but with a severe impact.
- Inappropriate or inconclusive documentation of services for which a claim has been submitted.

ARTICLE XXVIII: DISPUTE RESOLUTION

CONTRACTOR's representative and the PIHP Contract Representative shall attempt to resolve all contract compliance issues, reimbursement rate matters, grievances, or language interpretation matters. If resolution is not reached the CONTRACTOR may request Dispute Resolution. CONTRACTOR shall submit written notification requesting the engagement of the dispute resolution process. In this written request, the CONTRACTOR shall identify the nature of the dispute, submit any documentation regarding the dispute, and state a proposed resolution to the dispute. The PIHP shall convene a dispute resolution meeting within thirty (30) calendar days of receipt of the CONTRACTOR's request. The final decision of the dispute resolution shall be made by PIHP and communicated to CONTRACTOR in writing within five (5) calendar days of the dispute resolution meeting.

ARTICLE XXIX: CONTINUING CONTRACT

In the event that a new contract between the parties is not signed by the termination date of this Contract, and neither party hereto has notified the other party of its intent not to renew the Contract, the terms and conditions contained herein shall remain in effect for a period of ninety (90) days from the scheduled termination date, unless otherwise negotiated between the parties in writing.

ARTICLE XXX: AUTHORITY TO SIGN

The persons signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Contract on behalf of the party they represent and that this Contract has been authorized by said party.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully signed this Contract.

Contractor: SAMPLE CONTRACTOR

_____

Contractor's Signature Date

Name: _____

Title: _____

Community Mental Health Partnership of Southeast Michigan

_____

James Colaianne Date
Chief Executive Officer

ATTACHMENT A: RECIPIENT RIGHTS

If CONTRACTOR provides services to individuals with a <u>substance use disorder</u>, the CONTRACTOR agrees:

A. To strictly comply with all Recipient Rights provisions of the Administrative Rules for Substance Abuse Service Programs in Michigan (Public Act 368, 1978 as amended), incorporated into this agreement by reference.
B. To comply with the procedures established by the Administrative Rules for Substance Abuse Recipient Rights Policy Manual for protecting recipient rights, including the appointment of a program Recipient Rights Advisor who shall be trained by the PIHP's Regional Rights Consultant.
C. To maintain a Recipient Rights Complaint log that is available for review by the PIHP or its designee. The log should include complaints received, allegation(s) involved, type of follow-up, and action recommended/taken.
D. To ensure that Recipient Rights Complaint forms are readily available to recipients in an easily accessible and conspicuous location.
E. To post copies of the following Recipient Rights Posters in a conspicuous place: a) the "It's Good to Know About Your Rights" poster indicating the Program Rights Advisor's name and telephone number, and the Regional Rights Consultant's name and telephone number; b) the "Rights of Recipients of Substance Abuse Services" poster.
F. To implement appropriate remedial action for substantiated allegations of rights violations.
G. To monitor the safety and welfare of recipients while they are under its service supervision pursuant to this contract. If the health or safety of any recipient to whom services are being delivered is in jeopardy, CONTRACTOR shall cooperate in the immediate transferring of the recipient(s) to another service provider.
H. That each staff member of its program shall review recipient rights policies and procedures annually and shall sign a form indicating they understand and agree to abide by the policies and procedures, with a signed copy kept in the staff's personnel file and a signed copy given to the staff.
I. To strictly comply with PIHP mechanisms for recipients/applicants to pursue resolution of complaints regarding services and supports managed and/or delivered by PIHP. Specifics of these mechanisms (Rights complaints, Medicaid appeals, grievances, MDHHS fair hearings) are set forth in the PIHP Recipient Grievances and Appeals policy, which is incorporated by reference into the contract.
J. That no recipient shall be made the subject of any physiological or psychological research unless such individual explicitly agrees in writing to become a subject of such research. Research supported by state funding is subject to review and approval by MDHHS/MHSAS Human Subjects Committee. Principal investigators involved in research and evaluation efforts must be identified and approved by the PIHP. Notification regarding proposed changes in principal investigators or other key

research and evaluation staff shall be given to the PIHP at least 30 days prior to the change.

PIHP reserves the right to terminate this contract for failure to comply with Recipient Rights policies and/or remedial actions if recipient abuse and/or neglect is substantiated, and to remove any recipient placed pursuant to this contract whom the PIHP deems is in immediate danger at the CONTRACTOR's site.

ATTACHMENT B: SCOPE OF SERVICE

Substance Use Disorder Prevention

A. Prevention Service Provision: CONTRACTOR will conduct its substance abuse prevention program in accordance with the bid submitted and awarded under RFP#2019A issued by the PIHP, and the approved program outcomes. If using an evidence-based intervention, CONTRACTOR will ensure fidelity to the model.

The CONTRACTOR shall:

1. Be responsible for the oversight, development, and coordination of the funded prevention programming and the quality of associated outcomes ultimately submitted to the PIHP.
2. If granted permission to sub-contract any portion of this service agreement by the PIHP, the fiduciary agency shall be held accountable to the PIHP for the management, monitoring oversight and performance of its sub-contracted agencies.

3. Ensure administrative costs do not exceed 10% of the total allocation.

4. The CONTRACTOR as the fiduciary agency is required to hold Licensing and Regulatory Affairs (LARA) prevention licensure and ensure that all sub-contracted agencies have the appropriate licensure.

5. Ensure accurate and timely submission of all relevant prevention activity data into the Michigan Prevention Data System (MPDS) and any PIHP data systems.

6. Ensure program staff possess relevant certifications (CPS, CPC, or a Registered Development Plan) through the Michigan Certification Board for Addiction Professionals (MCBAP).

7. Provide training, supervision, and guidance as needed to ensure employees have a working knowledge of the following:

    - Strategic Prevention Framework
    - Recovery Oriented System of Care
    - Center for Substance Abuse Prevention strategies and coalition effectiveness
    - Outcome-based Prevention

- Michigan Prevention Data System

8. Comply with PIHP financial contractual reporting requirements (including, but not limited to, submission of monthly FSRs, annual budgets, and other financial requirements.)

9. Ensure CONTRACTOR designee attends and participates in meetings within the PIHP region as required.

10. Ensure Media campaigns, as defined by the CMHPSM Media Campaign Policy, are submitted to CMHPSM and approved by MDHHS prior to implementation.

11. Ensure deviations from or enhancements made to the bid submitted and awarded under RFP#2019A issued by the PIHP receive prior approval from the PIHP.

12. Comply with annual requests for CMHPSM program site visits, desk audits and/or program observations.

B. Notification of Changes or Disruptions: CONTRACTOR will notify the PIHP in a timely manner of any significant staffing changes, or any programmatic changes, that impact CONTRACTOR's ability to implement services under this agreement or will impact the ability to achieve approved program outcomes. Additionally, if CONTRACTOR experiences major disruption to its infrastructure, such that it may affect the quality of care provided (i.e., an inoperable computer system for an extended period of time), CONTRACTOR will notify the PIHP accordingly.

C. Administration:

1. Financial Records: CONTRACTOR agrees to maintain complete and current financial records, supporting receipts, and other documentation.
2. Record Availability: CONTRACTOR agrees that all records relative to each client under this contract shall be readily available at any reasonable time for examination or audit by personnel authorized by PIHP or law.
3. Copyright: If activities supported by the Grant Agreement between MDHHS and PIHP for substance abuse services produced books, films, or other such copyrightable materials issued by CONTRACTOR, CONTRACTOR may copyright but shall acknowledge that PIHP reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, and use such materials. This cannot include service recipient information or personal identification data. Any copyrighted materials or modifications bearing acknowledgement or the PIHP's name must be approved by PIHP prior to reproduction and use of such

materials. CONTRACTOR shall give recognition to PIHP in any and all publication papers and presentations arising from the program and service contract herein; PIHP will do likewise.

4. Faith Based Compliance: CONTRACTOR will provide a Faith-Based Notice to all clients, using the state's model notice, in compliance with Federal Register (45 CFR, part 96). If CONTRACTOR is a faith-based organization, CONTRACTOR shall ensure that consumers who object to the religious nature of its program are notified that they can contact the PIHP Access department to receive a referral to a different provider, or CONTRACTOR will provide alternative services which meet the standards of timeliness, capacity, accessibility, and equivalency without the objectionable material.

D. Communicable Diseases:

Tuberculosis:
CONTRACTOR will comply with requirements from the SAPT federal block grant regulations at CFR 96.127 pertaining to the counseling and referral of client(s) with respect to tuberculosis (TB).

CONTRACTOR will implement communicable disease control procedures established by MDHHS/ MHSAS in cooperation with the MDHHS Bureau of Infectious Disease Control which are designed to prevent the transmission of tuberculosis, including the following:

Screening of patients:
Identification of those individuals including consumers and staff, who are at high risk of becoming infected; and meeting all state reporting requirements while adhering to federal and state confidentiality requirements, including 42 CFR Part 2; and conducting case management activities to ensure that individuals receive such services.

Counseling and Information:
Counseling the individual with respect to tuberculosis; providing information regarding testing that might be available to determine whether the individual has been infected with mycobacterium tuberculosis, and to determine the appropriate form of treatment for the individual; and providing for or referring the individual infected by mycobacterium tuberculosis for appropriate medical evaluation and treatment.
When a person in need of tuberculosis treatment is denied admission based on the lack of the capacity of CONTRACTOR to admit the individual, CONTRACTOR will refer the individual to a provider of tuberculosis services.

HIV/AIDS and Other Communicable Diseases:
CONTRACTOR will ensure that all staff providing substance abuse services, including program directors, assessment workers, and counselors, possess a basic knowledge of HIV/AIDS, sexually transmitted diseases, hepatitis, and tuberculosis and their relationship to substance abuse.
CONTRACTOR must be aware of the local service system that supports the service needs of

consumer seeking counseling and testing, early medical intervention for HIV and/or AIDS-infected consumers, and other related support systems such as housing, food, medicine and case management.

When requested, CONTRACTOR must participate in the appropriate regional HIV care consortium and the regional HIV community prevention-planning group.

ATTACHMENT C: COMPENSATION

Substance Use Disorder Prevention Services

The PIHP under the terms of this agreement will provide funding for prevention services on a performance reimbursement basis in an amount not to exceed **ZERO DOLLARS AND ZERO CENTS ($0.00)** for the Substance Use Disorder Prevention services described in Attachment B, Scope of Services and/or in CONTRACTOR's approved response to CMHPSM RFP#2019A and associated program outcomes.

A. Financial Status Report: A Financial Status Report (FSRs) (FIN-130) shall be submitted to PIHP on a monthly basis, not later than the tenth (10th) of the month unless otherwise agreed upon by CONTRACTOR and PIHP, except for the September FSR which will be due in accordance with the notification sent to CONTRACTOR annually by the Finance Department. The monthly FSR must reflect total actual program expenditures by category regardless of the source of funds. Total funding, plus fees, must equal the amount on the total expenditure line where appropriate. When CONTRACTOR submits a Financial Status Report for payment, the budget must be supported by a PIHP finance department approved Program Budget Summary, Program Budget – Position Schedule(s), and Cost and Funding Detail Schedules. The FSR should be sent to:

Community Mental Health Partnership of Southeast Michigan
c/o Finance Department
3005 Boardwalk Suite 200
Ann Arbor, MI 48108

B. Program Budget Deviation: CONTRACTOR shall provide advance notice of any anticipated project budget category/line deviations from the PIHP approved program budget. The parties may reallocate funds between budget category/line items to cover expense deviations of up to five percent (5%) of the total program budget or $5,000.00 whichever is greater. Anticipated CONTRACTOR category/line expense deviations of more than five percent (5%) of the total program budget or $5,000.00, whichever is greater, require prior written approval from the PIHP. CONTRACTOR reimbursement may be withheld by the PIHP for CONTRACTOR budget deviations that exceed five percent (5%) of the total program budget or $5,000.00, whichever is greater, that are not approved by the PIHP.

C. SAPT Block Grant Funding (CFDA#93.959): Services identified within Attachment B: Scope of Services are paid for with State Agreement (SAPT Block Grant funding) which is paid on a basis of 100% federal (CFDA #93.959) and 0% State of Michigan funding. All

SAPT service funding utilized by the CONTRACTOR must comply with Article XXIII: COMPLIANCE WITH LAWS AND REGULATIONS Section B. FEDERAL SUBSTANCE ABUSE BLOCK GRANT COMPLIANCE and ARTICLE XII: FINANCIAL AUDIT Section G. Single Audit.

Federal Program Title	**Catalog of Federal Domestic Assistance (CFDA)**	**CFDA#**	**Federal Agency Name**
SAPT Block Grant	Block Grant for Prevention & TX of Substance Abuse	93.959	Department of Health and Human Services / SAMSHA
CONTRACTOR is: ☐ SUBRECIPIENT or ☐ VENDOR/CONTRACTOR			

ATTACHMENT D: PERFORMANCE REPORTING
Substance Use Disorder Prevention Services

A. Data Reporting: The PIHP fiscal year is October 1 through September 30. CONTRACTOR is required to use the following reporting systems during the term of this contract:

Substance Use Disorder Prevention Services

Reporting Mechanism	Reporting Period	Due Date
CMHPSM Evidence-based Intervention (EBI) Implementation & Evaluation Planning Form(s)	Finalized Plan for FY 2018-2019	October 31, 2018
Program Evaluation Tools	Finalized Instruments for FY 2018-2019	October 31, 2018
Michigan Prevention Data System	Monthly	15th of the Following Month
Reporting Timeframes	**MID-YEAR** For most programs, the MID-YEAR report encompasses the period of October 1, 2018 – March 31, 2019. However, for programs delivered in the schools, the MID-YEAR report covers the timeframe of October 1, 2018 – January 31, 2019 to better reflect the school-year. **YEAR-END** For all CMHPSM funded programs, the YEAR-END report covers the timeframe of October 1, 2018 – September 30, 2019 and reflects the end of the fiscal year.	*SCHOOL PROGRAMS: February 15, 2019 October 15, 2019 *OTHERS: April 15, 2019 October 15, 2019
CMHPSM Evidence-based Intervention (EBI) Implementation & Evaluation Planning Form(s)	Initial Mid-Year Year-End	October 31, 2018 *DATES ABOVE

Reporting Mechanism	Reporting Period	Due Date
		October 15, 2019
CMHPSM Twelve Community Sectors Checklist(s) (if applicable)	Initial Mid-Year Year-End	October 31, 2018 *DATES ABOVE October 15, 2019
SUD Prevention Program Brief	Year-End	November 15, 2019

1. **Proper Format:**
   CONTRACTOR agrees to utilize all required report forms and reporting formats, and submit reports as required by, and in accordance with, PIHP reporting requirements.
2. **Timeliness:**
   CONTRACTOR agrees to submit reports as required by, and in accordance with, PIHP due date requirements.
3. **Prevention Data:**
   CONTRACTOR agrees to collect and transfer prevention data as required.
4. **Finance Reports:**
   CONTRACTOR assures all finance reports regarding prevention and treatment are due to the PIHP, on designated due dates.
5. **Delinquent Reports:**
   Reports will be considered delinquent when they are not submitted on or prior to the designated due date and an extension is not authorized.

B. Compliance and Sanctions: Reimbursement may be withheld until PIHP or its designee receives a timely and accurate reports. CONTRACTOR must not, as a result of the withholding of reimbursement, inappropriately limit or withhold the services set forth in Attachment B of this contract that would otherwise be provided to consumers.

1. **Compliance—General:** The PIHP may utilize a variety of remedies, ranging from the issuance of a Corrective Action Plan, to withholding payment, to contract termination, to assure CONTRACTOR compliance with the contract. Requirements that are subject to the implementation of remedies include, but are not limited to: financial,

performance, service utilization, cost, consumer demographics, and other reporting requirements of this contract.

2. **Compliance Review Process:** A written request for a compliance review of provisions of this contract may be initiated by either party to the contract. Such a request shall include a statement of specific areas of alleged non-compliance. A written response to such a request shall be provided by certified mail within thirty (30) calendar days of receipt of the request. The response shall either: (1) present facts that refute the allegation of non-compliance, or (2) present a proposal for remediation that may include amending the contract. Failure to respond in writing within thirty (30) days shall be deemed as verification and acceptance of the allegation.