

**AMENDMENT No. 2
TO SUBSTANCE ABUSE TREATMENT SERVICES CONTRACT**

This Amendment is effective October 1, 2022, and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Flint Odyssey House, Inc., a Michigan Nonprofit Corporation, whose principal place of business is located at 529 Martin Luther King Jr Avenue, Flint, MI 48502 (the "Contractor") (the County and the Contractor together, the "Parties").

WHEREAS, the Parties executed a SUBSTANCE ABUSE TREATMENT SERVICES CONTRACT effective October 1, 2020, (the "Agreement"), pursuant to which the Contractor would provide substance abuse treatment services for Genesee County Sobriety Court participants; and

WHEREAS, the Genesee County Board of Commissioners authorized the original SUBSTANCE ABUSE TREATMENT SERVICES CONTRACT by Resolution #20-659; and

WHEREAS, the Parties wish to amend the Agreement to extend the term of the contract one year.

NOW THEREFORE, the Parties agree as follows:

1. The term of this Amendment No. 2 shall commence October 1, 2022, through September 30, 2023.
2. **Paragraph 4: Compensation** is amended and restated, in its entirety, as follows:

Unit Rate. The Contractor shall be paid according to the rates identified on Exhibit A. The total amount paid to the Contractor shall not exceed \$8,850.00 for general substance abuse treatment services, as set forth in Exhibit A and \$54,080 for reimbursement for the cost of one recovery coach provided by the Contractor as set forth in Exhibit A. (Total annual amount shall not exceed \$62,930).

The Contractor must provide the County monthly invoices in a form acceptable to the County, along with the necessary supporting documentation such as time sheets. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

3. Execution of this Amendment is authorized by Resolution #2022-994 issued by the Genesee County Board of Commissioners.

4. **Exhibit A** is amended and restated, in its entirety as set forth in the attached Amended Exhibit A attached to this 2nd Amendment.
5. **Exhibit B** is amended and restated, in its entirety as set forth in the attached Amended Exhibit B attached to this 2nd Amendment.

Except as set forth herein, the remaining terms of the original Agreement dated October 15, 2020 and previously executed First Amendment remain unchanged and in full effect.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed by their duly authorized agents.

Flint Odyssey House, Inc

COUNTY OF GENESEE

By: 
Ronald Brown, Executive Director
Flint Odyssey House, Inc

Date: 1-18-23

By: 
Ellen Ellenburg, Chairperson
Board of Commissioners

Date: 1-26-2023

**AMENDED
EXHIBIT A**

COST PROPOSAL FORM
complete and submit with proposal

PROJECT RFP #20-220 Substance Abuse Treatment Services

The undersigned bidder, having received specifications, addenda, and examined all conditions affecting the work, hereby submits the following requested cost information:

This proposal is to provide services to

Agency Yes No
67th District Court Genesee County Sobriety Court X
77th Circuit Court Drug Court Program X

Personnel Category	Hourly Rate	Daily Rate
SAC court attendance	\$22.50	\$
SAC documentation and data entry	\$15.00	\$
Treatment sessions pending insurance	\$ 0.00	\$

Include Line Item Budget Summary including administrative fees and cost per service(s) provided

Alternate cost proposals will be accepted with clear explanation.

NAME OF BIDDER:
FLINT ODYSSEY HOUSE, INC.

SERVICE ADDRESS:

529 MARTIN LUTHER KING JR AVE

CITY, STATE, ZIP
FLINT MI 48502

CONTACT PHONE:
810-518-8313 Kim Showmaker, Director of Operations

CONTACT EMAIL

This offering is to provide services to the 67th District Court, Genesee County Sobriety Court. The program seeks to secure a Contractor(s) to provide Substance Abuse Counselors (SAC) for care coordination in pre-court reviews, court hearings, delivery of treatment services, and clinical documentation into the Drug Court Case Management Information System (DCCMIS). The Proposer(s) must be in good standing; must currently have and maintain a contractual relationship with Genesee Health Systems to provide treatment for substance dependence and co-occurring diagnoses/disorders. Treatment services must be delivered through the successful Proposer(s) contractual relationship with Region 10 PIHP; thus, allowing accessibility to Medicaid, block grants, and other available funding through the PIHP. The successful proposer(s) must have and maintain all licensures/standards that would allow for them to serve those clients who fund their treatment through private insurances.

Genesee County Sobriety Court is looking to structure a substance abuse treatment program to close the gaps for insufficient services and coverage in the community. The program will include services that:

1. Are treatment based individually and not as a patented program approach.
2. Are Evidence-Based Practices for substance abuse treatment that includes in-patient, intensive outpatient, day treatment, outpatient, women's and other specialty-based treatments, recovery or three-quarter housing and support group therapies as needed.
3. Provide transportation as needed.
4. Provide childcare as needed.
5. Provide specialty programs, including programs for women only, as may be needed.

It is anticipated that approximately 100 participants will be referred for some level of this service, no specific number of clients is guaranteed.

The proposer agrees to undertake, perform, and complete the following in accordance with the terms and conditions as defined:

1. The proposer shall minimally offer and be licensed according to all local, state, and federal substance abuse provider licensing standards to provide outpatient, intensive outpatient and enhanced outpatient services, and designate Master's Level Substance Abuse Counselor(s) (SAC) that will act as primary clinical substance abuse practitioners and case managers for the participant. Sobriety Court requires a Certified Alcohol Drug Counselor through Michigan Certification Board for Addiction Professionals, Certified Advanced Alcohol Drug Counselor through Michigan Certification Board of Addiction Professionals and/or Master's Level Substance Abuse Counselor(s) (SAC) that will act as primary clinical substance abuse practitioners and case managers for the participant.
2. The proposer shall currently have and maintain contractual relationship to provide substance abuse and co-occurring services in good standing with the Region 10 PIHP to minimally include:
 - a. Region 10 Management Information Requirements
 - b. Health Insurance Portability and Accountability Act of 1996 (HIPAA) Compliance Requirements
 - c. Region 10 Limited Proficiency/Hearing Impaired (LEP/HI) Policy Requirements
 - d. Region 10 Accommodation of Needs
 - e. Region 10 Personnel Requirements
 - f. Region 10 Cultural Competency Standards
 - g. All other contractual obligations
3. The proposer shall have a Psychiatrist and Psychologist either on staff or by referral arrangement for evaluations, assessments, medication reviews, etc. The Psychiatrist and Psychologist shall be available for consults with the Sobriety Court staff or minimally the FOH Team Liaison will be available to provide information from these consultations. The use of these services is to be part of the referral and coordination responsibilities of the proposer, at no additional costs to GENESEE COUNTY.

4. The proposer and its designated SAC's will participate as active members of the Sobriety Court team(s) to facilitate ongoing communication.
5. The proposer shall access funding (Medicaid, block grants, etc.) for treatment services through contractual relationship with the Region 10 PIHP for Sobriety Court participants.
6. The proposer shall accept commercial/private insurances as a form of payment to be able to provide services to participants who are not Medicaid, block grants, etc. eligible.
7. For Sobriety Court the proposer will designate one (1) SAC to represent the therapeutic team at pre-court reviews (team meetings) 4 times per month and court hearings (approximately 3-4 hours 4 times per month) with the Judge and the other members of the team such as probation officers, defense attorney, prosecuting attorney, law enforcement representative and community advisor.
8. The proposer shall provide SACs who can conduct clinical assessments at the Genesee County Courthouse and the Genesee County Jail upon request.
9. The proposer and its designees shall participate in continuous and timely (72 hours) data entry for each participant in the Drug Court Case Management Information System (DCCMIS) that includes session journal notes, progress in treatment, treatment plans and referrals/follow-up for ancillary services.
10. The proposer shall address victimization and trauma issues utilizing "Seeking Safety" model.
11. The proposer shall utilize evidence-based interventions appropriate to the population served.
12. The proposer shall provide gender-specific group therapy services.
13. The proposer shall facilitate referrals and/or provide any care coordination/level of care change needs and for all primary addiction, mental health, and medical conditions.
14. The proposer shall provide through referral, coordination and monitoring treatment needs that cannot be met by the SAC (e.g., residential treatment, domestic violence, special populations).
15. The proposer shall provide substance abuse treatment that includes in-patient, intensive outpatient, day treatment, women's and other specialty-based treatments, recovery and/or three-quarter housing, support group therapies as needed, provide transportation as needed, provide childcare as needed.

16. The proposer shall provide specific procedures to ensure program and fiscal accountability.
 - a. Maintain a record management system that protects confidentiality and provides a complete record of program activity for each participant.
 - b. Participate in program reviews as prescribed by the local Steering Teams, Genesee County and per contractual agreement with Region 10 PIHP.
17. The proposer shall use all funds for only Sobriety Court as identified herein.
18. The proposer shall submit quarterly invoices for billing to the GCSC department in the manner proscribed by the Sobriety Court, no later than the 5th of the month.
19. The proposer shall provide a written report to the GCSC Director of participants who have delinquent accounts after they attended 3 appointments without payment.
20. The Contractor will designate a Recovery Coach to provide peer support services as described below for Genesee County Sobriety Court. The cost for the Recovery Coach will not exceed \$54,080 (\$26 per hour including wages and fringe) for the time-period commencing October 1, 2022, through September 30, 2023.
 - a. Peer Support services are provided for individuals in recovery, their families, and their community allies and are critical recovery capital that can effectively extend, enhance, and improve formal treatment services. Support services are designed to assist individuals in achieving personally identified goals for their recovery by selecting and focusing on specific services, resources, and supports. These services are available within most communities employing a peer-driven, strength-based, and wellness-oriented approach that is grounded in the culture(s) of recovery and utilizes existing community resources.

Recovery coaches are an integral component to the outpatient treatment model. Coaches provide specialized individual coaching services, group coaching services, and participate directly with Sobriety Court participants by offering Sobriety Court coaching groups with themes to address the individual's recovery needs. Currently, there are four weekly specialty court-specific coaching groups provided, in addition to daily coaching groups for all participants in the outpatient program. Recovery coaches designated to support the Sobriety Court population will also participate at court hearings, providing updated resource information and announcements pertinent to the recovery community that will assist participants in their personal recovery journey.

AMENDED
EXHIBIT B
Insurance Checklist
Certificate of Liability Insurance
Additional Endorsement

GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR:

RFP #70-220 - Substance Abuse Treatment
Services

Coverage Required

- 1. Workers Compensation
- 2. Employers' Liability
- 3. General Liability
- 4. Professional Liability
- 5. Medical Malpractice
- 6. Automobile Liability
- 7. Umbrella liability/Excess Coverage

Limits (Figure in thousands of dollars)

- Statutory limits of Michigan
\$100,000 each/occurrence
\$500,000 policy limit, excess
including Professional Operations
- \$1,000,000 per occurrence with \$2,000,000 aggregate
including Products/Completed Operations and
Contractor Liability
- \$1,000,000 per occurrence with \$2,000,000 aggregate
including Errors and Omissions
- \$200,000 per occurrence \$800,000 in aggregate
- \$1,000,000 combined single and each accident
Owned, Hired, Non-owned
- \$1,000,000 BI & PD limit PI

- 8. General Contractor's Liability (Covered in addition to Workers Compensation and
Professional Liability via endorsement. A copy of the endorsement or evidence of placed
Additional Insurance coverage will be included with the certificate)
- 9. Other insurance required: Director/Officer/Management Liability - \$1,000,000 limit
- 10. Bonds: none; A VPI or better, or its equivalent (Statement of Financial Statements)
- 11. This certificate will state bid no. RFP # 20-220

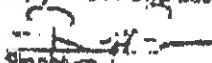
Insurance Agent's Statement
I have reviewed the requirements with the bidder named below. In addition:

The above required policies carry the following deductible:

Liability policies are occurrence _____ claims made _____

auto _____

Prospective Contractor's Statement

I understand the requirements and will comply in fully my proposed contract
Ronald Brown / Executive Director FOH
Contractor 
Signature _____

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2. The proposer shall currently have and maintain contractual relationship to provide substance abuse and co-occurring services in good standing with the Region 10 PIHP to minimally include:
 - a. Region 10 Management Information Requirements
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 - f. Region 10 Cultural Competency Standards
 - g. All other contractual obligations
3. The proposer shall have a Psychiatrist and Psychologist either on staff or by referral arrangement for evaluations, assessments, medication reviews, etc. The Psychiatrist and Psychologist shall be available for consults with the Sobriety Court staff or minimally the FOH Team Liaison will be available to provide information from these consultations. The use of these services is to be part of the referral and coordination responsibilities of the proposer, at no additional costs to GENESEE COUNTY.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.
POLICY NUMBER: SVRD37805336

BLANKET ADDITIONAL INSURED(S) WRITTEN CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that:

1. Section II, Who is An Insured, subsection 2, shall be amended to include as insured(s) any natural person or organization with which any Named Insured has a written contract (i) in effect during the policy period and (ii) executed prior to the "bodily injury", "property damage" or "personal and advertising injury" occurring or being committed, if such written contract requires that this policy include such natural person or organization as an insured hereunder. However, coverage for such insured under this endorsement is limited as follows:
 - a. If the limits of insurance stated in the Declarations exceed the limits of insurance required by such contract, the insurance provided by this endorsement shall be limited to the limits of insurance required by such written contract. This endorsement shall not increase the limits of insurance stated in the Declarations.
 - b. Such natural person or organization is an insured solely for liability for "bodily injury", "property damage" or "personal and advertising injury" caused by an "occurrence" or offense arising out of premises used to conduct your business operations that was caused solely by:
 - i. you or your "employees" acting on your behalf; and
 - ii. performed on behalf of such insured and within the scope of your written contract with such insured.
 - c. Where no coverage shall apply herein for the Named Insured, no coverage or defense shall be afforded to such insured.
2. Section I, Coverages, Coverage A Bodily Injury and Property Damage Liability, subsection 2, Exclusions, exclusion b, Contractual Liability, is amended by adding the following directly following paragraph b(2):

(3) Assumed in a contract pursuant to the Blanket Additional Insured(s) Written Contract Endorsement if attached to this policy.
3. Section I, Coverages, Coverage B Personal and Advertising Injury Liability, subsection 2, Exclusions, exclusion a, Contractual Liability, is amended by adding the following:

This exclusion does not apply to liability assumed in a contract pursuant to the Blanket Additional Insured(s) Written Contract Endorsement if attached to this policy.

All other terms and conditions of this policy remain unchanged.