

**“IN NETWORK”
VENDOR SERVICE CONTRACT**

Between

REGION 10 PREPAID INPATIENT HEALTH PLAN

And

Genesee County Health Department

For

Substance Use Disorder Services - Synar Prevention

March 1, 2026 through September 30, 2026

TABLE OF CONTENTS

Contents

| | |
|--|----|
| I. GENERAL INFORMATION | 3 |
| II. GENERAL PROVISIONS..... | 3 |
| III. FINANCIAL REQUIREMENTS..... | 14 |
| ATTACHMENTS: | |
| Attachment A: PREVENTION SERVICES | 20 |
| Attachment B: STATEMENT OF WORK | 21 |
| Attachment C: RATES AND REPORT FORMS | 37 |
| Attachment D: REQUIRED REPORTS | 38 |
| Attachment E: REFERENCES..... | 39 |
| Attachment F: Training Requirements..... | 41 |

This Contract is between Region 10 Prepaid Inpatient Health Plan located at 2186 Water St., (hereinafter referred to as the "PIHP") and Genesee County Health Department, located at 630 S. Saginaw Suite 4 (hereinafter referred to as "PROVIDER"). It is agreed that PROVIDER is an independent PROVIDER at all times and for all purposes hereunder. The officers, employees, servants, and agents of PROVIDER shall in no way be deemed to be and shall not hold themselves out as officers, employees, servants, or agents of the PIHP.

I. GENERAL INFORMATION:

- A. The PIHP operates to manage public services for substance use disorders under the provisions of Act 500 of the Michigan Public Acts of 2012, as amended.
- B. This Contract shall be in effect from March 1, 2026, to September 30, 2026, inclusive, unless terminated in accordance with the termination section of this Contract.
- C. By entering into this Contract, PROVIDER acknowledges membership in the PIHP network Provider panel and agrees to maintain positive working relationships with other providers within the PIHP Provider network to best serve the needs of the individuals served by the PIHP.
- D. By entering into this Contract, PROVIDER agrees that PROVIDER is considered a subcontractor and *not a sub-recipient* of federal awards.

II. GENERAL PROVISIONS

- A. PROVIDER shall prioritize PIHP Strategic Plan goals as appropriate for services rendered. PROVIDER services shall align with MDHHS Mission/Vision, MDHHS SUD Policy and Advisory Manual, MDHHS-SUGE Strategic Plan, and PIHP Strategic Plan.
- B. PROVIDER is responsible for providing services as described in Attachment A (Prevention Services).
- C. PROVIDER Responsibilities: PROVIDER in accordance with the general purposes and objectives of this Contract shall:
 - 1. Publication Rights**
 - a. The PIHP shall have Copyright, property, and publication rights in any and all written and visual material or work products developed in connection with this Contract. PROVIDER shall not publish or distribute any printed or visual material relating to the services provided under this Contract without the prior written permission of the PIHP.
 - b. PROVIDER agrees that any or all representations of the PIHP, including but not limited to the use of the PIHP name, logo, and/or contact

information may not be included in news releases, brochures, publications, advertisements, websites, or other materials disseminated to the public without prior review by, and permission from, a representative of the PIHP.

- c. If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by PROVIDER, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, PROVIDER must, at its expense:
 - i. procure for the State and/or PIHP the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to PROVIDER;
 - ii. replace or modify the same so that it becomes non-infringing; or
 - iii. accept its return by the State and/or PIHP with appropriate credits to the State and/or PIHP against PROVIDER's charges and remit payment to the State and/or PIHP for any losses or costs incurred as a consequence of the State and/or PIHP ceasing its use and returning it.

D. PROVIDER agrees that it shall have sufficient administrative staff and organizational components to comply with the responsibilities reflected in this Contract. PROVIDER shall ensure that administrative staff has training, experience, licensing, or certification appropriate to their position and responsibilities.

1. Program Operation

- a. Provide the necessary administrative, professional, and technical staff for operation of the program.
- b. Ensure services are provided in accordance with the Michigan Department of Health and Human Services (MDHHS) SUD Services Policy Manual.

2. Reporting

- a. Utilize all report forms and reporting formats required by the PIHP at the effective date of this Contract and provide the PIHP with timely review and commentary on any new report forms and reporting formats proposed for issuance thereafter as applicable. Modifications to report formatting are not permitted.

3. Record Maintenance/Retention

- a. PROVIDER maintains an operating procedures manual which is updated annually.
- b. Assure that all terms of the Contract will be appropriately adhered to and that records and detailed documentation for the project or program identified in this Contract will be maintained for a period of not less than ten (10) years from the date of termination, the date of submission of the final invoices or until litigation and audit findings have been resolved. The right to audit exists through ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later. Within 10 calendar days of providing notice, the State and its

authorized representatives or designees have the right to enter and inspect PROVIDER's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. PROVIDER must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to PROVIDER, any parent, affiliate, or subsidiary organization of PROVIDER, that performs Contract Activities in connection with this Contract. The State and/or the PIHP may audit PROVIDER to verify compliance with this Contract. PROVIDER must retain and provide to the State and/or the PIHP and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for ten (10) years after the latter of termination, expiration, or final payment under this Contract or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, PROVIDER must retain the records until all issues are resolved. The State and/or the PIHP, CMS, the Office of the Inspector General, the Comptroller General, and their designees may, at any time, inspect and audit any records or documents of the PROVIDER, and may, at any time, inspect and audit any records or documents of PROVIDER, and may, at any time, inspect the premises, physical facilities, and equipment where Medicaid-related activities or work is conducted. The right to audit under this section exists for ten (10) years from the final date of the Contract period or from the date of completion of any audit, whichever is later. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days. This section applies to PROVIDER, any parent, affiliate, or subsidiary organization of PROVIDER, that performs Contract Activities in connection with this Contract.

- c. Identification records shall be maintained on the groups or individuals receiving prevention services.
- d. Group identification records shall include the following information:
 - i. The group's name or descriptive title and number of service recipients;
 - ii. The name, phone number, and address of a responsible member of the group;
 - iii. The type of service provided;
 - iv. The date of service delivery; and
 - v. The name of the staff member providing the service.
- e. Individual identification records shall include the following information:
 - i. A notation that an individual received services. The name of the individual is not required;

- ii. The type of service provided;
 - iii. The date of service delivery; and
 - iv. The name of the staff member providing the service.
- f. PROVIDER agrees that the books and records on file in the PIHP, or of individuals served by the PIHP, are the property of the PIHP. Records regarding individuals served by the PIHP and facts compiled about individuals and their parents and relatives, are confidential. The use or disclosure of identifying information concerning PIHP personnel, individuals receiving services, and their families, obtained in connection with the performance of this Contract, shall be restricted to purposes directly connected with the administration of this Contract and not disclosed or released without the prior written consent of the PIHP. Any release of information regarding individuals served shall meet the standards for such release with a signed Release of Information by the individual or guardian.

4. Authorized Access

- a. Permit upon reasonable notification and at reasonable times, access by authorized representatives of the PIHP, Federal Grantor PIHP, Controller General of the United States and State Auditor General, or any of their duly authorized representatives, to records, files and documentation related to this Contract, to the extent authorized by applicable state or federal law, rule or regulation.

5. Notification of Modifications

- a. Provide timely notification to the PIHP, in writing, of any action by its governing board or any other funding source that would require or result in significant modification in the provision of services, funding or compliance with operational procedures. PROVIDER's governing board ideally includes equal representation from elected public officials, representatives of low-income families in the neighborhoods served, and officials or members of business, industry, labor, religious, law enforcement, education, or other major groups interested in the community served.
- b. If PROVIDER is found to have misrepresented information presented in any related RFP/proposals response or other PROVIDER correspondence or documentation or are otherwise out of compliance with the PIHP's Policy Manual requirements shall be sanctioned, up to and including recoupment of funds or Contract termination.

6. Software Compliance

- a. Ensure software compliance and compatibility with the PIHP's data systems for services provided under this Contract including, but not limited to stored data, databases, and interfaces for the production of work products and reports. All required data under this Contract shall be provided in an accurate and timely manner without interruption, failure or errors due to the inaccuracy of PROVIDER's business operations for processing date/time data.

7. Electronic Mail

- a. PROVIDER agrees to have electronic mailing capacity for correspondence with the PIHP. It is required that an e-mail address for responsible parties be given to the PIHP.

8. Accessibility, Cultural Competency and Diversity Plan

- a. PROVIDER agrees to provide evidence of its ability to serve individuals with communication impairments (e.g. vision, hearing, speech, and sensory) including plan to improve accessibility, according to guidelines included in PIHP Policy and as requested by the PIHP.
- b. PROVIDER agrees to provide evidence of its ability to serve individuals with mobility impairments (e.g. wheelchair, braces, and walkers) including a plan to improve accessibility, according to guidelines included in PIHP Policy and as requested by the PIHP.
- c. PROVIDER shall promote the delivery of services in a culturally competent manner to all enrollees, including those with limited English proficiency, disabilities, gender, sexual orientation, gender identity and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity.

9. Disputes

- a. Disputes by PROVIDER may be pursued through the dispute resolution process. In the event of the unsatisfactory resolution of a non-emergent contractual dispute or compliance/performance dispute, and if PROVIDER desires to pursue the dispute, PROVIDER shall request that the dispute be resolved through the dispute resolution process. This process shall involve a meeting between agents of PROVIDER and the PIHP. The PIHP will identify the appropriate representative to participate in the process for resolution. PROVIDER shall provide written notification requesting the engagement of the dispute resolution process. In this written request, PROVIDER 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 twenty (20) calendar days of receipt of PROVIDER request. The PIHP shall provide PROVIDER and PIHP representative(s) with a written decision regarding the dispute within fourteen (14) calendar days following the dispute resolution meeting. The decision of the PIHP shall be the final PIHP position regarding the dispute. Any corrective action plan issued by the PIHP to PROVIDER regarding the action being disputed by PROVIDER shall be on hold pending the final PIHP decision regarding the dispute. In the event of an emergent compliance dispute, the dispute resolution process shall be initiated and completed within five (5) working days.

10. Fraud & Abuse Reporting Responsibilities

- a. The PIHP has responsibility and authority to make fraud and/or abuse referrals to the Office of the Attorney General, Health Care Fraud Division. Should PROVIDER have any suspicion of knowledge of fraud and/or abuse within any of the PIHP's programs, PROVIDER must

report directly to the PIHP by calling **(810) 966-3399** or by sending a memo to:

**Corporate Compliance Officer
Region 10 PIHP
2186 Water St.
Port Huron, MI 48060**

When reporting suspected fraud and/or abuse, PROVIDER should provide, if possible, the following information to the PIHP:

1. Name of the complaint;
2. The Name of the individual(s) or entity involved in the suspected fraud and / or abuse, including name, address, phone number, and Medicaid identification number and / or any other identifying information.

PROVIDER shall not attempt to investigate or resolve the reported alleged fraud and/or abuse. PROVIDER must cooperate fully in any investigation by the PIHP, MDHHS or Office of the Inspector General, and with any subsequent legal action that may arise from such investigation.

E. PIHP Responsibilities:

1. Provide Payment

- a. Provide payment in accordance with the terms and conditions of this Contract based upon appropriate reports, records, and documentation maintained by PROVIDER as applicable and described in PIHP Policy.
- b. This Contract obligation is contingent upon the availability of sufficient MDHHS funding.

2. Requirement Notification

- a. Notify PROVIDER of applicable requirements, which can be found in this Contract through reference as well as identified on Attachment E (References).

F. Assurances: The following assurances are hereby given to the PIHP:

1. Compliance with Applicable Laws

- a. PROVIDER will comply with applicable federal and state laws, guidelines, rules and regulations in carrying out the terms of this Contract.
- b. If any provision is not required by federal law for this Contract, then it does not apply and must be disregarded.

2. Anti-Lobbying Act

- a. PROVIDER will comply with all applicable standards, orders, or requirements issued under 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, and Related Agencies Appropriations Act (Public Law 04-208). PROVIDER has not and will not use Federally appropriate funds to pay any person or organization for influencing or attempting to

influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC §1352.

3. Non-Discrimination

- a. Pursuant to the Michigan Civil Rights Act, the Michigan Persons with Disabilities Civil Rights Act, Title VI of the Civil Rights Act, and Executive Directive 2019-09, PROVIDER will not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex (gender) (as defined in Executive Director 2019-09), sexual orientation, gender identity or expression, height, weight, marital status, partisan considerations, any mental or physical disability or genetic information that is unrelated to the person’s ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of Contract.
- b. PROVIDER will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
 - i. Complying with the Office of Civil Rights Policy Guidance on the Title VI Prohibition Against Discrimination as it affects persons with Limited English Proficiency, 45 CFR 92.201 and Section 1557 of the Patient Protection and Affordable Care Act. PROVIDER is expected to take reasonable steps to provide meaningful access to each individual beneficiary with limited English Proficiency, such as language assistance services, including but not limited to, services oral and written translation;
 - ii. Complying with all applicable federal requirements in Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972 (regarding education programs and activities, as amended); the Age Discrimination Act of 1975; the Rehabilitation Act of 1973, as amended; the Americans with Disabilities Act of 1990, as amended; and Section 1557 of the Patient Protection and Affordable Care Act;
 - iii. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - iv. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse individual served records;
 - v. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,

- vi. The requirements of any other nondiscrimination statute(s) which may apply to the application.
- 4. Debarment and Suspension**
- a. Assurance is hereby given to the PIHP that PROVIDER will comply with Federal Regulation, 2 CFR Part 180 and certifies to the best of its knowledge and belief that it and its employees:
 - i. Is not an entity that could be excluded under section 1128(b)(8) of the Act as being controlled by a sanctioned individual.
 - ii. Is not an entity that has a “substantial contractual relationship” either directly or indirectly with an individual convicted of certain crimes as described in section 1128(b)(8)(B) of the Act, an individual or entity that is excluded from participation in any Federal health care program on section 1128 or 1128A of the Act, or an individual or entity that would provide those services through an individual or entity described in any of the immediately preceding subsections. A “substantial contractual relationship” is any contractual relationship that provides for one or more of the following services: (i) the administration, management, or provision of medical services; and/or (ii) the establishment of policies or the provision of operational support, for the administration, management, or provision of medical services.
 - iii. Is not an entity that employs or contracts, directly or indirectly, for the furnishing of health care, utilization review, medical social work, or administrative services, with any one individual or entity that is (or is affiliated, as defined in the Federal Acquisition Regulation at 48 CFR 2.101, of a person or entity that is debarred, suspended, or otherwise excluded from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549, excluded from participation in any Federal health care program under section 1128 or 1128A of the Act, or any individual or entity that would provide those services through an individual or entity described in any of the immediately preceding subsections.
 - iv. Additionally, in order to comply with 42 CFR 438.610, PROVIDER may not knowingly have a “relationship” of the type described hereafter with an individual or entity that is debarred, suspended, or otherwise excluded from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549, an individual or entity who is an “affiliate” as defined in the Federal Acquisition Regulation at 48 CFR 2.101, of a person described in the immediately preceding subsection.
 - v. PROVIDER will not have a “relationship” of the type described below (each a “prohibited relationship”) with any individual or entity that is excluded from participation in any Federal health care program under section 1128 or 1128A of the Social Security Act. For purposes

of this section, a “relationship” means someone who PROVIDER interacts with in any of the following capacities:

- 1) A director, officer, or partner of PROVIDER;
- 2) A person with beneficial ownership of five (5) percent or more of PROVIDER’s equity; or
- 3) A network provider or person with an employment, consulting or other arrangement for the provision of items and services which are significant and material to the obligations under PROVIDER’s Contract.

“Excluded” individuals or entities are individuals or entities that have been excluded from participating, but not reinstated, in the Medicare, Medicaid, or any other Federal health care programs. Bases for exclusion include convictions for program-related fraud and patient abuse, licensing board actions and default on Health Education Assistance loans. If the PIHP finds that PROVIDER has a “prohibited relationship”, as defined above, the PIHP:

- 4) May continue an existing agreement with PROVIDER, unless the Secretary directs otherwise; and
- 5) May not renew or otherwise extend the duration of an existing agreement with PROVIDER unless the Secretary provides to the PIHP, the State and to Congress a written statement describing compelling reasons that exist for renewing or extending the agreement despite the prohibited affiliations.

vi. The PIHP requires PROVIDER to provide written disclosure in the case that any of the following is or becomes affiliated with any individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or guidelines implementing Executive Order No. 12549:

- 1) Any director, officer, or partner;
- 2) Any person with ownership of 5% or more of PROVIDER’s equity;
- 3) A network provider; and/or
- 4) Any party to an employment, consulting, or other agreement with PROVIDER for the provision of Contract items or services.

vii. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or provider;

viii. 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 transaction; violation

- of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- ix. 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 in section 2, and;
 - x. 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.
 - xi. The parties acknowledge that this information may be verified through the U.S. Health and Human Services "excluded parties list". If either party appears in the registries identified above during the term of this Contract, this Contract shall immediately become null and void.
 - xii. PROVIDER shall inform the PIHP of any indictments or charges that occur against it during the contract period. Failure to disclose shall be considered a material breach of this Contract.

5. Federal Requirement: Pro-Children Act

- a. Assurance is hereby given to the PIHP that PROVIDER will comply with Public Law 103-227, also known as the Pro-Children Act of 1994, 20 USC 6091 et seq, 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 law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law 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 Women, Infants, and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- b. PROVIDER also assures, in addition to compliance with Public Law 103-227, 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 PROVIDER. If activities or services are delivered in facilities or areas that are not under the control of PROVIDER (e.g. a mall, restaurant or private work site), the activities or services shall be smoke-free.

6. Hatch Political Activity Act and Intergovernmental Personnel Act

- a. PROVIDER will comply with the Hatch Political Activity Act, 5 USC 1501-1509 and 7324-7328, and the Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Service Reform Act, Public Law 95-454 and 42 USC 4728 - 4763. 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.
- 7. Health Insurance Portability and Accountability Act**
- a. To the extent that this act is pertinent to the services that PROVIDER provides to the PIHP under this Contract, PROVIDER assures that it is in compliance with the Health Insurance Portability and Accountability Act (HIPAA) requirements including the following:
 - i. PROVIDER must not share any protected health data and information provided by the PIHP that falls within HIPAA requirements except as appropriate under this Contract.
 - ii. PROVIDER must only use the protected health data and information for the purposes of this Contract.
 - iii. PROVIDER must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by PROVIDER's employees.
 - iv. PROVIDER must have a policy and procedure to report to the PIHP unauthorized use or disclosure of protected health data and information that falls under the HIPAA requirements of which PROVIDER becomes aware.
 - v. Failure to comply with any of these contractual requirements may result in the termination of this Contract in accordance with Part II, Section 29.
 - vi. In accordance with HIPAA requirements, PROVIDER is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information received by PROVIDER from the PIHP or any other source.
- 8. Confidentiality**
- a. Both the PIHP and PROVIDER shall assure that medical services to and information contained in medical records of persons served under this Contract, or other such recorded information required to be held confidential by federal or state law, rule or regulation, in connection with the provision of services or other activity under this Contract shall be privileged communication, shall be held confidential, and shall not be divulged without the written consent of either the individual served or a person responsible for the individual served, except as may be otherwise permitted or required by applicable state or federal law or regulation. Such information may be disclosed in summary, statistical,

- or other form, which does not directly or indirectly identify particular individuals.
- b. The following confidentiality requirements are incorporated into this Contract by reference:
 - i. *The Rights of People Who are HIV Positive*, Michigan's Confidentiality Statute MCLA 333.5131;
 - ii. *42 CFR, Part 2: Confidentiality of Alcohol And Drug Abuse Patient Records*; and
 - iii. Sections 330.1748 and 330.1750 of the Mental Health Code.
9. PROVIDER may not email any information over the Internet that identifies an individual in services unless sent securely / encrypted. **Drug Free Workplace**
- a. PROVIDER must have a policy and procedure that meets the requirements of the Drug Free Workplace Act of 1988, 34 CFR Part 84, Subpart F.
10. **Required Staff Training(s)**
- a. PROVIDER agrees that all its staff will receive all required training(s) as applicable within the context and timelines as identified by the PIHP. PROVIDER also agrees to document the completion of training in the personnel file of each staff, as applicable. PROVIDER shall ensure that all individuals employed receive approved Recipient Rights training within 30 days of being employed. Program Rights Advisor will participate in approved Recipient Rights training offered through MDHHS and/or its subcontractor.
 - b. PROVIDER shall ensure that all employees receive Corporate Compliance Training upon initial hire and annually thereafter.
 - c. PROVIDER shall ensure that all employees receive Implicit Bias Training upon initial hire (within six (6) months) and on an annual basis thereafter.
 - d. Effective October 1, 2018. PROVIDER shall utilize the training content / materials provided by the PIHP (along with any additional materials as appropriate) in alignment with the Training Grid.

III. FINANCIAL REQUIREMENTS

- A. All financial requirements shall be followed by PROVIDER.
 1. **Operating Advance**
 - a. The PIHP will not issue an operating advance under this Contract.
 2. **Billing/Revenue: Restrictions**
 - a. PROVIDER may not accept payment from the individual served unless it is calculated according to the PIHP's SUD sliding fee scale. When PROVIDER accepts payment from an individual served in accordance with the terms of this Contract, PROVIDER shall deduct these fees from billings to the PIHP.
 - b. SAMHSA grant funds may not be used to directly or indirectly purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment

in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to “ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements.”); 21 U.S.C. §§ 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase, or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

- c. Block Grant funds shall not be used to pay for inpatient hospital services except under conditions specified in federal law.
 - d. Funds shall not be used to make cash payments to intended recipients of services.
 - e. 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.
 - f. 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.
 - g. Funds shall not be used to provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs.
 - h. Funds shall not be used to enforce state laws regarding the sale of tobacco products to individuals under the age of 21.
 - i. Funds shall not be used to pay the salary of an individual at a rate in excess of Level I of the current Federal Executive Schedule.
 - j. Funds shall not be used to purchase promotional items, including but not limited to clothing, commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags.
- 3. Payment Mechanism**
- a. The PIHP shall provide payment in accordance with the terms and conditions of this Contract based upon appropriate invoices, reports, records, and documentation maintained by PROVIDER.
 - i. The PIHP shall extract PROVIDER units from the Michigan Prevention Data System ten (10) days after the close of each month to ensure programs are consistent with Attachment A.
 - ii. Prevention services and coalition coordination services shall be funded on a unit-based purchasing basis. PROVIDER shall submit a prevention service Attachment A annually. An invoice shall be prepared and submitted to the PIHP on a monthly basis, not later than ten (10) days after the close of each month, for prevention services for which PROVIDER is contracted. The monthly invoice must reflect total actual provided service units by program.

- iii. At submission of the invoice, PROVIDER will attest that each billing is consistent with all requirements contained in this Contract between the PIHP and PROVIDER.
- iv. The PIHP shall extract PROVIDER units from the Michigan Prevention Data System ten (10) days after the close of each month to monitor unit utilization as identified in Attachment A.

4. Payment Method

- a. The PIHP shall pay PROVIDER for the services rendered according to the terms and conditions set out in Attachment C in this Contract.
- b. PROVIDER shall be paid based on the understanding that PIHP funds shall be paid up to the total not to exceed amount as agreed to in the Attachment C in this Contract.
- c. The PIHP shall pay PROVIDER within 30 days of receipt of an approved invoice. If the invoice is submitted after the due date or in an incomplete or inaccurate fashion (as determined by PIHP) a delay in payment may occur, in some instances the invoice may no longer be eligible for payment.
- d. If this Contract is canceled or expires and is not renewed, within two (2) years following the end of this Contract, PROVIDER must provide financial, performance, and other reports as required.

5. Agreement Termination

- a. This Contract obligation is contingent upon the availability of sufficient MDHHS funding. In the event circumstances occur that are not reasonably foreseeable, or are beyond the control of the parties, that reduces or otherwise interferes with the ability of the PIHP to provide or maintain services or operational procedures for its service area, the PIHP shall give immediate notice to PROVIDER if it would result in any reduction of funding upon which this Contract is contingent. In such an event, either party may terminate this Contract as provided in this section or as otherwise mutually agreed to by the parties.
- b. This Contract may be terminated or not renewed by either party without cause with sixty (60) calendar days written notification to the other party unless another date is mutually agreed to, in writing, by both parties.
- c. This Contract may be terminated at the sole discretion of the PIHP with written notification to PROVIDER for any of the following reasons:
 - i. Reduction in funding.
 - ii. Material breach of the Contract.
 - iii. PROVIDER commits any fraud or misrepresentation relating to the services performed under this Contract.
- d. Any termination of this Contract shall not relieve either party of the obligations incurred prior to the effective date of such termination. If this Contract is canceled or expires and is not renewed, within two (2) years following the end of this Contract, PROVIDER must provide financial, performance, and other reports as required.
- e. If the State and/or the PIHP takes action to cancel this Contract under the provisions of MCL 330.1232b, the State and/or the PIHP will follow

the applicable notice and hearing requirement described in MCL 330.1232b(6).

6. Liability

- a. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by PROVIDER in the performance of this Contract shall be the responsibility of PROVIDER, and not the responsibility of the PIHP, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of PROVIDER, anyone directly or indirectly employed by PROVIDER, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to PROVIDER or its employees by statute or court decisions.
- b. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the PIHP in the performance of this Contract shall be the responsibility of the PIHP, and not the responsibility of PROVIDER, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any PIHP employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the PIHP and/or the State, its agencies or employees as provided by statute or court decisions.
- c. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by PROVIDER and the PIHP in fulfillment of their responsibilities under this Contract, such liability, loss, or damage shall be borne by PROVIDER and the PIHP in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by PROVIDER, PIHP and/or the State, its agencies or employees, respectively, as provided by statute or court decisions.
- d. PROVIDER shall not represent itself or any of its employees or agents as an employee of the PIHP. In performing its responsibilities under this Contract, PROVIDER shall be at all times an independent provider. PROVIDER agrees and warrants that PROVIDER is the sole employer of the personnel PROVIDER provides in performance of its services and duties set out under this Contract: (a) PROVIDER agrees to be solely responsible for compliance with Federal, State and Local laws and regulations regarding the PROVIDER's personnel, and further agrees to indemnify and hold harmless the PIHP from any and all claims, assessments costs and taxes, claimed or imposed by State, Federal or Local laws regarding PROVIDER's personnel, and (b) PROVIDER agrees to be solely responsible for any salaries, benefits or other compensation of the PROVIDER's personnel.

- e. Nothing in this section shall be construed as a waiver of any governmental immunity for the PIHP, its directors or employees as provided by statute or modified by court decisions.

7. Final Reporting Upon Termination

- a. Should this Contract be terminated by either party, within thirty (30) days after the termination, PROVIDER shall provide the PIHP with all financial, performance and other reports required as a condition of this Contract. The PIHP will make payments to PROVIDER for allowable invoices not covered by previous payments or other State or Federal programs. PROVIDER shall immediately refund to the PIHP any funds not authorized for use and any payments or funds advanced to PROVIDER in excess of allowable invoices. Any dispute arising as a result of this Contract shall be resolved in the State of Michigan.

8. Severability

- a. If any provision of this Contract or any provision of any document attached to or incorporated by reference is waived or held to be invalid, such waiver or invalidity shall not affect other provisions of this Contract.
- b. That failure of the PIHP to insist upon strict adherence to any terms of this Contract shall not be considered a waiver or deprive the PIHP of the right thereafter to insist upon strict adherence to that term, or any other term, of this Contract.

9. Amendments

- a. Any changes to this Contract will be valid only if made in writing and accepted by all parties to this Contract. Any change proposed by PROVIDER which would affect the PIHP funding of any project, in whole or in part, must be submitted in writing to the PIHP for approval complete and accurate 30 days prior to proposed implementation date no later than July 31st.
 - i. Any PROVIDER request for a change in the not to exceed amount (in total or by line item) requires prior approval of the PIHP.
 - ii. PROVIDER can report actual units that are up to 5% over the contracted units in Attachment A.
 - iii. An Amendment is not necessary to move units within the same strategy code if the goal(s) of the PIHP Strategic Plan continues to be met by the services provided.
 - iv. If it is necessary to move units from one strategy code to another, PROVIDER must submit a Contract Amendment Request Form along with accompanying rationale for the change.
 - v. A new service cannot be added to this Contract without prior approval of the PIHP through the submission of the Contract Amendment Request Form.
 - vi. The PIHP will never pay more than the total contracted not-to-exceed amount.

10. Conflict of Interest

- a. PROVIDER affirms that PROVIDER personnel are not currently an employee of MDHHS or the PIHP; nor are they privy to insider information which would tend to give, or give the appearance of tending to give, an unfair advantage to said PROVIDER. PROVIDER warrants that no person or other organization has been employed or retained to solicit or secure this Contract upon an understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty the PIHP shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available. Breach of this covenant may be regarded as a material breach of the Contract and a cause for termination thereof.
- b. PROVIDER shall establish safeguards to prohibit conflicts of interest involving PROVIDER employees, prohibiting them from being involved in activities that are motivated by desire for private gain for themselves or others with whom they have family, business or personal ties.
- c. PROVIDER must complete the Conflict-of-Interest Attestation for PROVIDER (Provider Entity Disclosure of Ownership, Controlling Interest and Management Statement). Information shall be submitted initially and annually thereafter or at any time there is a revision to the information, change in ownership or upon request.
- d. The PIHP requires PROVIDER to disclose information on individuals or corporations with an ownership or control interest in PROVIDER to the PIHP at the following times:
 - i. When PROVIDER submits a proposal in accordance with the PIHP's procurement process;
 - ii. When PROVIDER executes a contract with the PIHP;
 - iii. When the PIHP renews or extends PROVIDER contract; and
 - iv. Within 30 days after any change in ownership or control interest of PROVIDER.
- e. PROVIDER shall comply with the federal regulations to obtain, maintain, disclose, and furnish required information about ownership and control interests, business transactions, and criminal convictions as specified in 42 C.F.R. §455.104-106. The requirement to obtain and maintain required information shall include at a minimum the name and address of any person (individual or corporation) with an ownership or control interest in PROVIDER. The address for corporate entities must include as applicable primary business address, every business location, and P.O. Box address. In addition to the aforementioned, the required information shall include the date of birth and Social Security Number (SSN) of any individual with an ownership or control interest in PROVIDER, other tax identification number of any corporation with an ownership or control interest in PROVIDER and finally the name, address, date of birth, and SSN of any managing employee of PROVIDER.

11. State of Michigan Agreement

- a. This is a State of Michigan Agreement and is governed by the laws of Michigan. Any dispute arising as a result of this agreement shall be resolved in the State of Michigan.

12. Safeguards

- a. PROVIDER shall use appropriate safeguards to prevent the use or disclosure of individual served Personal Health Information [45 CFR 164.504 (e)(2)(ii)(B)]. As applicable, PROVIDER shall maintain a comprehensive written information privacy and security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of the PROVIDER'S operations and nature and scope of its activities.

Region 10 PIHP Board Chairman / Designee

Authorized Provider Signature
Genesee County Health Department

Date: _____

Date: _____

PREVENTION SERVICES

| MBO | STRATEGY CODE | PREVENTON SERVICE | PREVENTION SERVICE DESCRIPTION | UNIT OF MEASURE | PLANNED UNITS | UNIT COST | AMOUNT | |
|--|----------------------|-------------------------------------|--|------------------------|----------------------|------------------|---------------|-------------|
| 4001 | V02 | Non-Synar Tobacco Compliance Checks | Use of youth decoys to complete tobacco compliance checks with randomly selected tobacco retailers throughout Genesee County | 15-minute MPDS Unit | 112 | \$148.04 | \$16,580.48 | |
| 4002 | V02 | Synar Tobacco Compliance Checks | Use of youth decoys to complete formal tobacco compliance checks with tobacco retailers selected by MDHHS. | 1 Check | 31 | \$148.04 | \$4,589.24 | |
| 4003 | V02 | Tobacco Vendor Education | Provide tobacco education per MDHHS protocol to tobacco retailers in Genesee County. | 15-minute MPDS Unit | 118 | \$109.65 | \$12,938.70 | |
| Not to exceed amount less any amount paid October 1, 2025-February 28, 2026 under the LOA. | | | | | | | Total | \$34,108.42 |

PROVIDER responsibilities:

1. Specific PROVIDER Services:
 - a. Conduct Non-Synar Tobacco Compliance Checks per MDHHS/OROSC Synar protocol with tobacco retailers in Genesee County.
 - b. Conduct Synar Tobacco Compliance Checks per MDHHS/OROSC Synar protocol with tobacco retailers identified within the official sample sent from MDHHS/OROSC.

- i. PROVIDER shall conduct compliance checks with at least 20% of retailers on the county's Master Retailer List.
- c. Conduct Tobacco Vendor Education per MDHHS/OROSC Synar protocol with tobacco retailers within Genesee County.
- d. Ensure that Synar tobacco Compliance Checks are completed by male and female youth in accordance with a ratio established by the PIHP.
- e. Supply sixteen (16) – nineteen (19) year old youths to conduct both Non-Synar and Synar tobacco Compliance Checks.
 - i. Ensure that employing students complies with the Youth Employment Act and follows Workers Compensation rules regarding the Youth Employment Standard.
 - ii. All paid youth workers must be covered by Worker Compensation and possess work permits. Student work permits must be on file with the employing agency.
 - iii. Workers Compensation policy needs to cover the youth employed to conduct tobacco Compliance Checks.
 - iv. Maintain on file a copy of the youth's Work Permit, information can be found here: http://www.michigan.gov/mde/0,4615,7-140-6530_2629_59590---,00.html
- f. Endeavor to achieve a twenty percent (20%) or less Retailer Violation Rate (RVR).
- g. Track staff hours utilizing the Region 10 Tobacco Quarterly Report and also expenditures related to this Letter of Agreement.
- h. Required Reporting
 - i. Program protocols and procedures (initial)
 - ii. Michigan Prevention Data System (MPDS):
 - 1) PROVIDER shall enter all DYTUR activities by the tenth (10th) of the month for the previous month's activities.
 - a) PROVIDER shall ensure that activities are entered accurately and in accordance with the group guide sheet provided by the PIHP.
 - b) PROVIDER shall include name and full address of retailer in the "Notes" section of the activity screen for each compliance check and vendor education visit completed.
 - iii. Original Youth Tobacco Act (YTA) Compliance Check Reporting forms for each Synar Compliance Check conducted due to the PIHP by identified due date.
 - iv. Copy of Non-Synar Compliance Check Reporting forms for each Non-Synar Compliance Check conducted.
 - v. Revised Genesee County Master Retailer List in accordance with guidelines given by the Michigan Department of Health and Human Services (MDHHS)/Office of Recovery Oriented Systems of Care (OROSC).
 - vi. Complete Region 10 Tobacco Quarterly Report on a quarterly basis. Due the fifteenth (15th) day following the end of each quarter.

2. Subcontracts

- a. The services provided under this Agreement shall not be subcontracted without the express written approval of the PIHP. PROVIDER assures for any subcontracted service or product:
 - i. That a written subcontract is executed by all affected parties prior to the initiation of any new subcontract activity. Exceptions to this policy may be granted by the PIHP upon written request within thirty (30) days of execution of this Agreement.
 - ii. That any executed subcontract to this Agreement shall require the subcontractor to comply with all applicable terms and conditions of this Agreement. In the event of a conflict between this Agreement and the provisions of the subcontract, the provisions of this Agreement shall prevail.
- b. A conflict between this Agreement and a subcontract shall not be deemed to exist where the subcontract:
 - i. Contains additional non-conflicting provisions not set forth in this Agreement.
 - ii. Restates provisions of this Agreement to afford PROVIDER the same or substantially the same rights and privileges as the PIHP; or
 - iii. Requires the subcontractor to perform duties and/or services in less time than that afforded PROVIDER in this Agreement.
 - iv. Does not affect PROVIDER's accountability to the PIHP for the subcontracted activity.
 - v. Requires any billing or request for payment for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and services.
 - vi. Acknowledges PROVIDER will submit a copy of the executed subcontract if requested by the PIHP.
- c. Subcontracts in support of programs or elements utilizing funds provided by the PIHP, the State of Michigan or the federal government in excess of \$10,000.00 shall contain provisions or conditions that will:
 1. Allow PROVIDER or PIHP to seek administrative, contractual, or legal remedies in instances in which PROVIDER violates or breaches Agreement terms and provide for such remedial action as may be appropriate.
 2. Provide for termination by PROVIDER, including the manner by which termination will be affected and the basis for settlement.
 3. This Agreement shall be binding upon the Parties hereto and their respective successors and shall be binding on the assigns of the PIHP.

STATEMENT OF WORK

A. GENERAL REQUIREMENTS

1. Provider Work Plan

- a. PROVIDER will carry out its responsibilities under this Contract consistent with their most recent Provider Work Plan as approved by the PIHP.

2. Provider Staffing Roster

- a. PROVIDER will submit an annual staffing roster to the PIHP per the Attachment D Reporting Requirements due date using the PIHP Prevention Provider Staffing Roster form available on the PIHP website.
- b. PROVIDER will submit an updated staffing roster within seven (7) days of any staffing change.
- c. PROVIDER will submit notice to the PIHP of any changes related to required certification for prevention staff within 14 days.
- d. The PIHP shall have the right at its discretion to take the following action(s) in the event a staffing roster is not timely submitted:
 - i. The issuance of a corrective action plan.
 - ii. The withholding of payment.
 - iii. The PIHP may require PROVIDER to remove or reassign personnel if the PIHP provides notice and justification for the removal or reassignment and why it is in the best interest of the Medicaid Program.

3. Licensure of PROVIDER

- a. PROVIDER shall be licensed and maintain licensure in the State of Michigan as required by Section 6321 of P.A. 368 of 1978, as amended, for all service categories funded throughout the Contract period as described in the PIHP's Policy.
- b. Consistent with the Administrative Rules for Substance Use Disorder Services Programs in Michigan, Section 6231 (1) of Michigan Public Act 368 of 1978, PROVIDER shall offer each individual served a MDHHS approved Substance Use Disorder rights brochure, verbal explanation of each right listed on the brochure, and opportunity to document understanding of the rights as soon as feasible, but not more than 72 hours after commencement of service provision. The PIHP encourages annual implementation of this process for as long as the individual's services are continued with PROVIDER.
- c. PROVIDER must qualify and apply for Designated Prevention Provider designation during the contract period as outlined by MDHHS.

B. ADMINISTRATIVE AND FINANCIAL

1. Michigan Prevention Data System (MPDS)

- a. PIHPs are required to collect and report the state-required prevention data elements throughout the prevention provider network through participation in the MPDS. The PIHP must assure that all records submitted to the State system are consistent with the MPDS-SUDS User Manual.

- b. It is the responsibility of PROVIDER to ensure that the services reported to the system accurately reflects staff service provision and the individual receiving services information for all PIHP - administered fund sources.
- c. It is the responsibility of PROVIDER to ensure that submissions are completed no later than the 10th of each month.
- d. It is the responsibility of PROVIDER to submit required data into MPDS in accordance with PIHP Policy.
- e. It is the responsibility of the PIHPs to monitor PROVIDER completeness, timeliness and accuracy of data maintained in the system.

2. Insurance Provisions

- a. PROVIDER shall maintain liability insurance during the life of this Contract with the following coverages:
 - i. Worker's Compensation insurance coverage according to applicable laws governing work activities.
 - ii. Directors and Officers liability insurance coverage (errors and omissions) in a sum of not less than three million dollars per claim and three million dollars annual aggregate.
 - iii. General liability insurance coverage with broad form endorsement or equivalent, if not in the policy proper, professional liability coverage with limits of not less than one million dollars per occurrence and two million dollars annual aggregate.
 - iv. Vehicle liability insurance coverage and Michigan no-fault coverage including all owned, non-owned, and hired vehicles with limits of not less than one million dollars per occurrence and one million dollars annual aggregate.
 - v. Privacy and Security Liability (Cyber Liability) Insurance in a sum of not less than one million dollars per occurrence and one million dollars annual aggregate. Insurance must cover privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability. With respect to Privacy and Security Liability PROVIDER may, at the discretion of MDHHS, defer coverage up to no more than 30 days prior to the beginning of any work or deliverables.

3. Fiscal Solvency

- a. PROVIDER shall maintain fiscal solvency. Should the PIHP determine PROVIDER is not fiscally solvent, PROVIDER will complete a Fiscal Solvency Action Plan identifying actions (including timeframes) PROVIDER will take to ensure operation expenses are covered. The PIHP may require quarterly updates until fiscal solvency is maintained (as determined by the PIHP). PROVIDER shall give immediate notice to the PIHP of any change in financial position material to such solvency and to continuing in operation as a going concern, at any time during the term of this Contract. If PROVIDER is financially dependent on another entity, the financial institution supporting PROVIDER must demonstrate fiscal solvency.

- b. PROVIDER must at all times have sufficient financial resources as objectively determined by the State, to ensure performance of this Contract and must be provided upon request.
4. **Reviews & Audits**
- a. The PIHP may conduct reviews and audits of PROVIDER regarding performance under this Contract. These reviews and audits will focus on PROVIDER compliance with State and Federal laws, rules, regulations, and policies, in addition to Contract provisions and PROVIDER policy and procedure.
5. **Verification Checks**
- a. The following applies to all staff paid in full, or in part, through PIHP funding: Criminal background checks are conducted as a condition of employment for potential employees. Checks shall be completed as a new employee and no less than every other year from the date the initial check was made. Although criminal background checks are required, it is not intended to imply that a criminal record should necessarily bar employment. Background checks must show criminal history and ongoing monitoring of criminal history unless PROVIDER has a written process in place that uses a system with flags and alerts to PROVIDER that a person has something new on record. The Offender Tracking Information System (OTIS) is not an approved background check. Evidence of compliance with this requirement shall be documented in the appropriate employee record.
 - b. PROVIDER shall ensure that initial and monthly queries are made to the Office of Inspector General (OIG), MDHHS Sanctioned Provider List and Medicare Enrollment Department as outlined in PIHP Policy.
 - c. PROVIDER, in accordance with the general purposes and objectives of this Contract, must ensure that each direct-hire or contractually employed individual health care staff and / or practitioner meets all background checks, applicable licensing, scope of practice, and contractual.
 - d. PROVIDER must:
 - i. Conduct a search that reveals information substantially similar to information found on an Internet Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee, or volunteer (including students and interns) who works under this Contract.
 - 1) ICHAT: <https://apps.michigan.gov/>
 - 2) Michigan Public Sex Offender Registry: <https://mspsor.com/>
 - 3) National Sex Offender Registry: <https://www.nsopw.gov/>
 - ii. Conduct a Central Registry (CR) check for each new employee, or volunteer (including students and interns) who under this Contract works directly with children.
 - 1) Central Registry: https://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330-180331--,00.html
 - e. PROVIDER will require each new employee, or volunteer (including students and interns) who works under this Contract, works directly with enrollees, or who has access to enrollee information to notify PROVIDER

in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the CR as a perpetrator, at hire or within ten (10) days of the event after hiring.

- f. Use information from the Social Security Act (Subsection 1128(a)(b)), to determine whether to prohibit any employee, or volunteer (including students and interns) from performing work directly with enrollees or accessing enrollee information related to enrollees under this Contract, based on the results of a positive ICHAT response, reported criminal felony conviction, or perpetrator identification.
 - g. Use information from the Social Security Act (Subsection 1128(a)(b)), to determine whether to prohibit any employee, or volunteer (including students and interns) from performing work directly with children under this Contract, based on the results of a positive CR response or reported perpetrator identification.”
6. **Program Integrity**

The PIHP, the State, MDHHS-Office of Inspector General (OIG) is responsible for overseeing the program integrity activities of PROVIDER consistent with this Contract and the requirements under 42 CFR 438.608.

a. General:

- i. To the extent consistent with applicable Federal and State law, including, but not limited to 42 CFR Part 2, HIPAA, and the Michigan Mental Health Code, PROVIDER must disclose protected health information to the PIHP, MDHHS-OIG or the Department of Attorney General upon their written request, without first obtaining authorization from the beneficiary to disclose such information.
- ii. PROVIDER must have administrative and management arrangements or procedures for compliance with 42 CFR 438.608. Such arrangements or procedures must identify program integrity compliance activities that will be delegated per 42 CFR 438.230 and how PROVIDER will monitor those activities.
- iii. PROVIDER will report to the PIHP when it has received an overpayment, will return the overpayment to the PIHP within 60 calendar days after the date on which the overpayment was identified and will notify the PIHP in writing of the reason for the overpayment.
- iv. PROVIDER that receives annual payments under this Contract of at least \$5,000,000, must make provision for written policies for all employees of the entity, and of any agent of the entity, that provide detailed information about the False Claims Act and other Federal and State laws described in Section 1902(a)(68) of the Act, including information about rights of employees to be protected as whistleblowers.
- v. PROVIDER must have written documentation of internal controls and policies and procedures in place that are designed

to prevent, detect, and report known or suspected Fraud, Waste, and Abuse activities. The arrangements or procedures must include the following:

1) PROVIDER must have a program integrity compliance program as defined in 42 CFR 438.608. The program integrity compliance program and plan must include, at a minimum, all of the following elements:

a) Written policies, procedures, and standards of conduct that articulate PROVIDER's commitment to comply with all applicable Fraud, Waste, and Abuse requirements and standards under this Contract, and all applicable Federal and State requirements.

i) Standards of Conduct – PROVIDER must have written standards of conduct that clearly state PROVIDER's commitment to comply with all applicable statutory, regulatory and Medicaid program requirements. The standards of conduct must be written in an easy-to-read format and distributed to all employees. All employees must be required to certify that they have read, understand, and agree to comply with the standards.

ii) Written Compliance Policies and Procedures – PROVIDER must have comprehensive written compliance policies and procedures, developed under the direction of the compliance officer and Compliance Committee, which direct the operation of the compliance program.

b) The designation of a compliance officer and a compliance committee who are responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of this Contract and who reports directly to the chief executive officer (CEO) and the Board of Directors.

i) PROVIDER must designate a compliance officer whose primary responsibility is to oversee the implementation and maintenance of the compliance program. The CEO, chief financial officer (CFO), and chief operating officer (COO), or any other individuals operating in these roles, may not operate in the capacity of the compliance officer.

c) A system for annual training and education for the compliance officer, PROVIDER's senior management, and PROVIDER's employees regarding fraud, waste and abuse, and the federal and State standards and

requirements under this Contract. While the compliance officer may provide training to PROVIDER's employees, "effective" training for the compliance officer means it cannot be conducted by the compliance officer to himself/herself.

- i) Formal Training Programs – PROVIDER must provide general compliance training to all employees, officers, managers, supervisors, board members and long-term temporary employees that effectively communicates the requirements of the compliance program, including the company's code of conduct and applicable Medicaid statutory, regulatory, and contractual requirements.
 - ii) Informal On-going Compliance Training – PROVIDER must employ additional, less formal means for communicating its compliance message such as posters, newsletters, and Intranet communications. The compliance officer must be responsible for the content of the compliance messages and materials distributed to employees and managers.
- d) Effective lines of communication between the compliance officer and PROVIDER's employees.
- i) Hotline or Other System for Reporting Suspected Noncompliance – PROVIDER must have mechanisms in place for employees and others to report suspected or actual acts of non-compliance. Routine Communication and Access to the compliance officer – PROVIDER must have a general "open door" policy for employee access to the compliance officer and the Compliance Department staff. Staff must be advised that the compliance officer's duties include answering routine questions regarding compliance or ethics issues.
- e) Enforcement of standards through well-publicized disciplinary guidelines.
- i) Consistent Enforcement of Disciplinary Policies – PROVIDER must maintain written policies that apply appropriate disciplinary sanctions on those officers, managers, supervisors, and employees who fail to comply with the applicable statutory and Medicaid program requirements, and with the PROVIDER's written standards of conduct. These policies must include not only sanctions for actual noncompliance, but also for failure to detect non-compliance when

- routine observation or due diligence should have provided adequate clues or put one on notice. In addition, sanctions should be imposed for failure to report actual or suspected non-compliance.
- ii) Employment of, and Contracting with, Ineligible Persons – PROVIDER must have written policies and procedures requiring a reasonable and prudent background investigation to determine whether prospective employees and prospective non-employee agents were ever criminally convicted, suspended, debarred, or excluded from participation in a federal program.
- f) Establishment and implementation, and ongoing maintenance of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance with requirements under the Contract.
- i) Auditing – PROVIDER must have a comprehensive internal audit system to ensure that PROVIDER is in compliance with the range of contractual and other MDHHS requirements in critical operations areas. The internal auditors must be independent from the section/department under audit. The auditors must be competent to identify potential issues within the critical review areas and must have access to existing audit resources, relevant personnel, and all relevant operational areas. Written reports must be provided to the compliance officer, the Compliance Committee and appropriate senior management. The reports must contain findings, recommendations and proposed corrective actions that are discussed with the compliance officer and senior management.
 - ii) Monitoring – PROVIDER must maintain a system to actively monitor compliance in all operational areas. PROVIDER must have a means of following up on recommendations and plans of correction/corrective action plans resulting from either an internal compliance audit, PIHP or MDHHS review to ensure timely implementation and evaluation.

- ii. Provision for a method to verify, by sampling or other methods, whether services that have been represented to have been delivered were received by enrollees and the application of such verification processes on a regular basis.
 - 1) PROVIDER must have methods for identification, investigation, and referral of suspected Fraud cases (42 CFR § 455.13, 455.14, 455.21).
 - a) PROVIDER must respond to all PIHP audit referrals with PROVIDER's initial findings report within the timeframe designated in the PIHP referral. Initial findings means prior to PROVIDER receiving a final notice with appeal rights.
 - 2) PROVIDER may request a one-time extension in writing (email) to PIHP no less than two (2) business days prior to the due date, if the PROVIDER is unable to provide the requested information within the designated timeframe. The request must include a status update and estimated date of completion.
 - 3) PROVIDER must have adequate staffing and resources to investigate unusual incidents and develop and implement corrective action plans to assist the PROVIDER in preventing and detecting potential Fraud, Waste, and Abuse activities.
- v. Provision for written policies for all employees of PROVIDER, that provide detailed information about the False Claims Act and other Federal and State laws described in section 1902(a)(68) of the Act, including information about rights of employees to be protected as whistleblowers.
 - 1) PROVIDER must include in any employee handbook a description of the laws and the rights of employees to be protected as whistleblowers.
- vii. Provisions for PROVIDER's prompt response to detected offenses and for the development of corrective action plans. "Prompt Response" is defined in this Contract as action taken within 15 business days of receipt and identification by PROVIDER of the information regarding a potential compliance problem.
- b. Once all applicable appeal periods have been exhausted, PROVIDER must adjust all associated invoices identified as part of their Program Integrity activities within 45 days. Failure to comply may result in a gross adjustment for the determined overpayment amount to be taken from PROVIDER.
 - i. PROVIDER must resolve outstanding invoice corrections in the timeframe designated in any authorization granted by MDHHS-OIG.
- c. Investigations
 - i. PROVIDER must investigate program integrity compliance complaints to determine whether a potential credible allegation of fraud exists. If a

- potential credible allegation of fraud exists, PROVIDER must refer the matter to the PIHP (see Reporting of Fraud, Waste, or Abuse) and pause any recoupment/recovery in connection with the potential credible allegation of fraud until receiving further instruction from the PIHP.
- ii. To the extent consistent with applicable law, including but not limited to 42 CFR Part 2, HIPAA, and the Michigan Mental Health Code, PROVIDER must cooperate fully in any investigation or prosecution by any duly authorized government agency, including but not limited to: MDHHS-OIG or the Department of Attorney General, whether administrative, civil, or criminal. Such cooperation shall include providing, upon request, information, access to records, and access to schedule interviews with designated PROVIDER employees and consultants, including but not limited to those with expertise in the administration of the program and/or in medical or pharmaceutical questions or in any matter related to the investigation or prosecution. PROVIDER must follow the procedures and examples contained within processes and associated guidance provided by the PIHP.
 - 1) PROVIDER must maintain written policies and procedures pertaining to cooperation in investigations or prosecutions.
- d. Reporting Fraud, Waste, or Abuse
- i. Upon receipt of allegations involving fraud, waste, or abuse regardless of entity (i.e., PROVIDER, employee, non-employee agent, or member), PROVIDER must perform a preliminary investigation. Upon completion of the preliminary investigation, if PROVIDER determines a suspicion of fraud exists, PROVIDER must promptly refer the matter the PIHP.
 - 1) Upon making a referral, PROVIDER shall not take any of the following actions unless otherwise instructed or authorized by the PIHP.
 - a) Contact the subject of the referral about any matters related to the referral.
 - b) Enter into or attempt to negotiate any settlement or agreement regarding the referral with the subject of the referral; or
 - c) Accept any monetary or other thing of valuable consideration offered by the subject of the referral in connection with the findings/overpayment.
 - ii. Upon making a referral, PROVIDER must immediately cease all efforts to take adverse action against or collect overpayments from the referred provider until authorized by the PIHP or MDHHS-OIG.
 - iii. If the State successfully prosecutes and makes a recovery based on a PROVIDER referral where PROVIDER has sustained a documented loss, the State shall not be obligated to repay any monies recovered to PROVIDER.
 - iv. PROVIDER must report all suspicion of waste or abuse on the Quarterly Submission described in the Quarterly Submissions section of this Contract.

- v. Documents containing protected health information or protected personal information must be submitted in a manner that is compliant with applicable Federal and State privacy rules and regulations, including but not limited to HIPAA.
- e. Overpayments
PROVIDER must report identified and/or recovered overpayments due to fraud, waste, or abuse to the PIHP.
- f. PROVIDER must send all program integrity notifications and reports to the PIHP. PROVIDER must follow the procedures and examples contained within the PIHP submission forms and accompanying guidance documents. See Attachment D for the listing of notification forms and reports and their respective due dates.
- g. Quarterly Submissions
PROVIDER must provide information on compliance complaint report performed quarterly using the template provided by the PIHP. Any excluded individuals and entities discovered in the screening described in the PROVIDER Ownership and Control Interest section of this Contract, including provider applications and credentialing documentation, must be reported to PIHP, in a format determined by the PIHP, within 20 Business Days of discovery.
- h. MDHHS-OIG Sanctions
 - i. When MDHHS-OIG sanctions (suspends and/or terminates from the Medicaid Program) providers, including for a credible allegation of fraud under 42 CFR 455.23, PROVIDER must, at minimum, apply the same sanction to the provider upon receipt of written notification of the sanction from the PIHP MDHHS-OIG. PROVIDER may pursue additional measures/remedies independent of the State. If MDHHS-OIG lifts a sanction, PROVIDER may elect to do the same.
- i. MDHHS-OIG / PIHP Onsite Reviews
 - i. The PIHP or MDHHS-OIG may conduct onsite reviews of PROVIDER.
 - ii. To the extent consistent with applicable law, including, but not limited to 42 CFR Part 2, HIPAA, and the Michigan Mental Health Code, PROVIDER is required to comply with the PIHP or MDHHS-OIG's requests for documentation and information related to program integrity and compliance.
- j. PROVIDER Ownership and Control Interest
 - i. According to 42 CFR 438.610 Prohibited affiliations, PROVIDER may not knowingly have a relationship of the type described in paragraph (c) of this Section with the following:
 - 1) An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation (FAR) or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549.

- 2) An individual or entity who is an affiliate, as defined in the FAR at 48 CFR 2.101, of a person described in paragraph (a)(i) of this Section.
- ii. PIHP may not knowingly have a relationship with an individual or entity that is excluded from participation in any Federal health care program under section 1128 or 1128A of the act.
- iii. The relationships described in paragraph (a) of this Section, are as follows:
 - 1) A director, officer, or partner of PROVIDER.
 - 2) A person with beneficial ownership of five percent (5%) or more of PROVIDER's equity.
 - 3) A person with an employment, consulting, or other arrangement with PROVIDER for the provision of items and/or services that are significant and material to PROVIDER's obligations under its Contract with the PIHP.
- iv. PROVIDER must agree and certify it does not employ or contract, directly or indirectly, with:
 - 1) Any individual or entity excluded from Medicaid or other federal health care program participation under Sections 1128 (42 U.S.C. § 1320a-7) or 1128A (42 U.S.C. § 1320a) of the Social Security Act for the provision of health care, utilization review, medical social work or administrative services or who could be excluded under Section 1128(b)(8) of the Social Security Act as being controlled by a sanctioned individual.
 - 2) Any individual or entity discharged or suspended from doing business with Michigan Medicaid; or
 - 3) Any entity that has a contractual relationship (direct or indirect) with an individual convicted of certain crimes as described in Section 1128(b)(8) of the Social Security Act.
- v. PROVIDER must provide written disclosure of any director, officer, partner, managing employee, person with beneficial ownership of more than 5% of the PROVIDER's equity, network provider, or person with employment, consulting, or any other contractual agreement who is (or is affiliated with a person/ entity that is) debarred, suspended, or otherwise excluded from participating in procurement activities under the FAR or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing such order; and any individual or entity that is excluded from participation in any Federal health care program under section 1128 or 1128A of the Act.
- vi. If the PIHP learns that PROVIDER has a prohibited relationship as described above and provided by FAR, Executive Order No. 12549, or under section 1128 or 1128A of the Act, the PIHP may continue an existing agreement with PROVIDER unless MDHHS or CMS directs otherwise. The PIHP may not renew or otherwise extend the duration

of an existing agreement with PROVIDER unless MDHHS or CMS provides to the PIHP a written statement describing compelling reasons that exist for renewing or extending the agreement despite prohibited affiliations.

- vii. The PIHP may refuse to enter into or renew a contract with PROVIDER if any person who has an ownership or control interest in PROVIDER, or who is an Agent or managing employee of the PROVIDER, has been convicted of a criminal offense related to that person's involvement in any program established under Medicare, Medicaid, or the Title XX Services Program. Additionally, the PIHP may refuse to enter into or may terminate the Contract if it determines that PROVIDER did not fully and accurately make any disclosure required under this section of the Contract.
 - viii. PROVIDER must comply with the Federal regulations to obtain, maintain, disclose, and furnish required information about ownership and control interests, business transactions, and criminal convictions as specified in 42 CFR 455.104-106. In addition, PROVIDER must ensure that any and all contracts, agreements, purchase orders, or leases to obtain space, supplies, equipment, or services provided under the Medicaid agreement require compliance with 42 CFR §455.104-106.
7. Policies and Procedures
- a. PROVIDER agrees to comply with all policies and directives issued by the PIHP, as amended from time to time. These documents, which may include compliance plans, and administrative directives, are hereby incorporated by reference into this Contract and made a part thereof. Amendments to PIHP Policies are also terms of this Contract. The PIHP will provide PROVIDER with written notice of any new or amended policies or directives in a timely manner
 - b. PROVIDER shall conduct a comprehensive review of all PROVIDER policies and procedures relevant to the services provided under this Contract, at a minimum, on a biennial basis, (2-year cycle) with submission and approval of any changes to its applicable governing body. This review shall assess the effectiveness, accuracy, and compliance with the policies and procedures and their alignment with all applicable laws, regulations, and MDHHS / PIHP policies.

C. SERVICES

1. General Services

- a. 12-Month Availability of Services: PROVIDER shall assure that, for any substance use disorder prevention service, PROVIDER maintains service availability throughout the fiscal year as appropriate to contracted services and applicable timelines.
- b. Charitable Choice

- i. The September 30, 2003 Federal Register (45 CFR part 96) contains federal Charitable Choice SAPT block grant regulations. In summary, the regulations require:
 - 1) That the designation of religious (or faith-based) organizations as such be based on the organization's self-identification as religious (or faith based),
 - 2) That these organizations are eligible to participate as providers—e.g. a “level playing field” with regard to participating in the PIHP's panel,
 - 3) That an individual receiving services from such an organization who objects to the religious character of a program has a right to notice, referral, and alternative services which meet standards of timeliness, capacity, accessibility and equivalency—and ensuring contact to this alternative provider, and
 - 4) Other requirements including exclusion of inherently religious activities and non-discrimination.
- ii. The PIHP is required to comply with all applicable requirements of the Charitable Choice regulations. The PIHP must ensure that prevention service recipients are notified of their right to request alternative services. The PIHP assigns responsibility for providing the notice to PROVIDER. Notification must be in the form of the model notice contained in the final regulations. The PIHP shall administer the processing of requests for alternative services.
- iii. The model notice contained in the federal regulations is: *No Provider of substance abuse services receiving Federal funds from the U.S. Substance Abuse and Mental Health Services Administration, including this organization, may discriminate against you on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice. If you object to the religious character of this organization, Federal law gives you the right to a referral to another provider of substance abuse services. The referral, and your receipt of alternative services, must occur within a reasonable period of time after you request them. The alternative provider must be accessible to you and have the capacity to provide substance abuse services. The services provided to you by the alternative provider must be of a value not less than the value of the services you would have received from this organization.*
- c. Americans with Disabilities Act: PROVIDER must comply with applicable provisions of the Americans with Disabilities Act (the ADA). Further information may be found in “Nondiscrimination on the Basis of Disability in State and Local Government Services: United States Code of Federal Regulations, Title 28, Part 35”, Washington, D.C. (1991).
- d. Accessibility and Cultural Competency
 - i. PROVIDER shall ensure that sign language and oral interpretation services are available to beneficiaries. PROVIDER shall ensure that beneficiaries are notified that oral interpretation is available for any

language, written information is available in prevalent languages, and auxiliary aids and services are available upon request at no cost, and how to access those services. PROVIDER shall also ensure that beneficiaries are notified how to access alternative formats. All written materials for potential enrollees must include taglines in the prevalent non-English languages in PROVIDER's region, as well as large print, explaining the availability of written translations or oral interpretation to understand information provided and the toll-free telephone number of the entity providing services as required by §438.71(a). Large print means printed in a font size no smaller than 18-point. PROVIDER shall submit a detailed invoice to the PIHP to receive payment for all language interpretation services.

- ii. All PROVIDER written materials should be written at a grade level in accordance with PIHP Policy #07-01-02.
 - iii. PROVIDER must have documentation to support implementation the required Accessibility, Cultural Competence and Diversity policy and procedures as described in PIHP Policy and are in compliance with related Federal and State requirements.
 - iv. The PIHP shall pay for the reasonable incurred costs associated with interpreter services for hearing impaired and/or Limited English Proficiency after submission of a detailed invoice on PROVIDER's letterhead which includes the individual served name, service date, service time (or # minutes/hours; explain if charge is over/above service billing submitted to PIHP, ex. individual served no-show), service type (translation or interpreter), and associated travel costs (with mileage expenses). Payment requires PIHP approval prior to date of interpreter services.
 - v. All materials shall be available in the languages appropriate to the people served within PROVIDER's area for specific non-English language that is spoken as the primary language by more than 5% of the population in the PIHP's region as identified by the State.
- e. Media Campaigns: PROVIDER shall not finance any media campaign without approval from the PIHP and State of Michigan. Advertising about the availability of services within the PIHP region is not considered a media campaign.
- i. Any news releases including promotional literature and commercial advertisements which contain specific reference to PIHP and pertain to this Contract or project to which it relates must not be made without prior written State or PIHP approval, and then only in accordance with the explicit written instructions of the State or PIHP.
- f. Mandatory Meeting Attendance: PROVIDER shall make appropriate personnel available to attend PIHP identified meetings (e.g. SUD Provider meetings).
- g. Prevention Requirements
- i. Based on needs assessment, prevention activities must be targeted to high-risk groups and must be directed to those at greatest risk of

- substance use disorders and/or most in need of services within these high-risk groups. PROVIDER may also provide targeted prevention services to the general population.
- ii. All prevention activities must be provided through one of the six (6) CSAP federal prevention strategies.
 - iii. Assure that ninety percent (90%) of PIHP funded prevention expenditures are directed to programs which are implemented as a result of an evidence-based decision making process.
 - iv. Alternative strategy activities, if provided, must reflect evidence-based approaches and best practices such as multi-generational and adult to youth mentoring.
 - v. Services will be provided with full fidelity, with potential exceptions subject to case-specific approval. Any deviations from full fidelity should be noted on the Prevention Services Work Plan
- h. Priorities
- 1)
 - 2) The PIHP's prevention priorities as planned for in the AP: Reduce childhood and underage drinking, reduce prescription and over-the-counter drug abuse/misuse, reduce youth access to tobacco (Synar and Synar-related activity)

RATES AND REPORT FORMS

A. GENERAL PROVISIONS

1. Rates and Claims

- a. The pre-negotiated unit rate and not to exceed amount may be increased or decreased as determined to be necessary by the PIHP's Chief Executive Officer and in keeping with legislative appropriations, executive orders, or changes in Federal benefit levels for the Contracted services. Said reductions in payment shall not be imposed upon the PROVIDER on a retroactive basis. PROVIDER shall receive at least thirty (30) calendar days' notice prior to the effective date of said reductions in payments. Reductions in payments in accordance with this process shall entitle PROVIDER to seek modification of program requirements from the PIHP.
- b. PROVIDER agrees and understands that the PIHP cannot be obligated for costs in excess of the not to exceed amount negotiated between PROVIDER and the PIHP designee without prior written approval of the PIHP. Such costs, if incurred, will be the sole responsibility of PROVIDER. PROVIDER agrees and understands that payment for services is based on availability of funding and Provider performance.
- c. The PIHP agrees to purchase up to 31 units of Synar Tobacco Compliance Checks MBO 4002/V02 at \$148.04 per unit not-to-exceed \$4,589.24.
- d. The PIHP agrees to purchase up to 112 units of Non-Synar Tobacco Compliance Checks MBO 4001/V02 at \$148.04 per unit not-to-exceed \$16,580.48.

- e. The PIHP agrees to purchase up to 118 units of Tobacco Vendor Education at \$109.65 per unit not-to-exceed \$12,938.70.
 - f. Total fees not to exceed \$34,108.42 with mileage costs included in the total Agreement fees. The budget amount will be utilized throughout the entire term of this Agreement.
 - g. The PIHP agrees to pay PROVIDER upon submission of a monthly invoice due the 10th of the month following the month in which services were provided. Units invoiced shall not exceed the amount listed within the Agreement.
 - h. Services shall be provided within PROVIDER's geographical boundaries (county lines).
 - i. Payment is contingent upon the PIHP's satisfaction of services.
 - j. The PIHP will not purchase services not listed in the PIHP/ PROVIDER agreement or services at locations not listed in the PIHP/ PROVIDER agreement contained herein.
 - k.
- 2. LEP/HI Payment**
- a. PIHP shall pay the reasonable incurred costs associated with interpreter services for the hearing impaired and/or Limited English Proficiency individual served after submission of a detailed paid invoice.
- 3. Audit**
- a. The PIHP or federal agencies may also conduct or arrange for "agreed upon procedures" or additional audits to meet their needs.

REQUIRED REPORTS

| Reporting Requirement | Reporting Frequency | Reference |
|---|--|-------------------------------|
| W-9 | Initial | Region 10 PIHP Form |
| ACH Authorization | Initial | Region 10 PIHP Form |
| Invoice | Monthly (due the 10 th of each month for previous month of service) | Provider Responsibility |
| Michigan Prevention Data System (MPDS) Data Entry | Monthly (due the 10 th of each month for previous month of service) | Provider Responsibility |
| Quarterly Prevention Report | Quarterly: 10/15, 1/15, 4/15, 7/15 | Region 10 PIHP Form |
| | | |
| | | |
| | | |
| | | |
| Organizational Chart | Annual | Provider Responsibility |
| Liability Insurance | Annual | Provider Responsibility |
| Prevention Staffing Roster | Annual (due August 1 st) | Region 10 PIHP Form |
| | | |
| Fiscal Solvency Action Plan (if applicable) | As needed (determined by the PIHP) | Region 10 PIHP Form |
| Prevention Contract Amendment Proposal | As needed up to July 31 st (determined by the PIHP or Provider) | Region 10 PIHP Form |
| Conflict of Interest Attestation (Provider Entity Disclosure of Ownership, Controlling Interest and Management Statement) | Annually on July 31 st | Region 10 PIHP Form |
| Corporate Compliance Complaint Report | Quarterly: 10/15, 1/15, 4/15, 7/15 | Provider Responsibility |
| Deficit Reduction Act Attestation (Providers receiving more than \$5,000,000 in Medicaid funds) | Previous Calendar Year (due 3/31) | Provider Responsibility |
| Tobacco (YAT) Compliance Checks Report (as applicable) | Annual (due July 7 th) | DYTUR Provider Responsibility |
| Youth Access to Tobacco Activity Annual Report (as applicable) | Annual (October) | DYTUR Provider Responsibility |
| Tobacco Retailer Master List Updates (as applicable) | Annual | DYTUR Provider Responsibility |

Region 10 PIHP Form Index can be accessed online at <http://www.region10pihp.org/forms/>

REFERENCES

| ENTITY | DOCUMENT / INFORMATION | WEB ADDRESS |
|--|--|---|
| Region 10 Prepaid Inpatient Health Plan | Mission, Vision & Values | http://www.region10pihp.org/ |
| | Request for Proposal (RFP) Information | |
| | SUD Strategic Plan | |
| | Policies | |
| Michigan Department of Health and Human Services (MDHHS) | | http://www.michigan.gov/MDHHS |
| | Medicaid Provider Manual | http://www.MDHHS.state.mi.us/dch-medicaid/manuals/MedicaidProviderManual.pdf |
| | Mission and Vision | http://www.michigan.gov/mdhhs/0,5885,7-339-71550_2941_4868_4901-14819--,00.html |
| Michigan Certification Board for Addiction Professionals (MCBAP) | | http://www.mcbap.com/ |
| Michigan Department of Licensing & Regulatory Affairs (LARA) | | http://www.michigan.gov/lara |
| | Program Licensing Rules | http://www.michigan.gov/lara/0,4601,7-154-35299_63294_63303_30419-152686--,00.html |
| Michigan Prevention Data System | | https://mpds.sudpds.com |
| American Psychiatric Association Diagnostic & Statistical Manual of Mental Disorders (DSM) 5 | | http://www.dsm5.org/Pages/Default.aspx |
| American Society of Addiction Medicine (ASAM) | | http://www.asam.org/ |
| Code of Federal Regulations | Title 42 Public Health | http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title42/42tab_02.tpl |
| Office of Management & Budget (OMB) | | https://www.whitehouse.gov/omb/grants_docs |
| Substance Use, Gambling and Epidemiology (MDHHS -SUGE) | SUD Strategic Plan | http://www.michigan.gov/MDHHS/0,4612,7-132-2941_4871_43667---,00.html |
| | SUD Services Policy & Advisory Manual | http://www.michigan.gov/MDHHS/0,4612,7-132-2941_4871_45835_48569-133156--,00.html |
| Substance Abuse and Mental Health Services Administration (SAMHSA) | | http://www.samhsa.gov/ |
| | Center for Substance Abuse Prevention (CSAP) | http://www.samhsa.gov/about-us/who-we-are/offices-centers/csap |



Substance Use Disorder Provider Training Requirements

| Training Topic | Frequency | Target Audience | Description of Training | Reference | Notes | Applies to: |
|--|--------------------|--|---|--|---|---|
| Adolescent Specific | Initial | <ul style="list-style-type: none"> Direct Service Staff | <ul style="list-style-type: none"> Refer to reference for allowable training topics in MDHHS Treatment Policy #14 reference. | <ul style="list-style-type: none"> MDHHS Treatment Policy #14 Adolescent Substance Use Treatment Services | <ul style="list-style-type: none"> Adolescent Service Providers Only | <input type="checkbox"/> Prevention <input checked="" type="checkbox"/> Treatment <input type="checkbox"/> Both |
| Communicable Disease Level 1 | Initial and Annual | <ul style="list-style-type: none"> All staff | <ul style="list-style-type: none"> Modes of transmission, risk to SUD population, Universal Precautions, HIV / AIDS, TB, Hepatitis, and STIs. Protection, prevention, and reporting of bloodborne pathogens Knowing infection control procedures | <ul style="list-style-type: none"> MDHHS / SUGE Substance Abuse Prevention Policy #02 - Addressing Communicable Disease Issues in the Substance Abuse Service Network Region 10 PIHP Policy 05.03.18 | | <input type="checkbox"/> Prevention <input type="checkbox"/> Treatment <input checked="" type="checkbox"/> Both |
| Corporate & Regulatory Compliance | Initial and Annual | <ul style="list-style-type: none"> All staff | <ul style="list-style-type: none"> Review of Corporate Compliance policy, general laws, and regulations governing compliance issues in the health care organization. | <ul style="list-style-type: none"> 42 CFR § 438.608 Region 10 PIHP Policy 01.02.01 | <ul style="list-style-type: none"> Employees will complete the PIHP Statewide approved Corporate Compliance Training. Providers and employees should also be familiar with and know where to locate the PIHP Corporate Compliance Plan. | <input type="checkbox"/> Prevention <input type="checkbox"/> Treatment <input checked="" type="checkbox"/> Both |

| Training Topic | Frequency | Target Audience | Description of Training | Reference | Notes | Applies to: |
|--|----------------------|---|---|---|-------|---|
| Cultural Competency and Diversity | Initial and Biennial | <ul style="list-style-type: none"> All staff | <ul style="list-style-type: none"> Diversity issues in the workplace, embracing differences, and understanding what each unique person brings to an organization. | <ul style="list-style-type: none"> LARA SUD Administrative Rule R325.1351(3)a PIHP / SUD Provider Services Contract | | <input type="checkbox"/> Prevention <input type="checkbox"/> Treatment <input checked="" type="checkbox"/> Both |
| Customer Service | Initial | <ul style="list-style-type: none"> All Staff | <ul style="list-style-type: none"> Creating an environment that is welcoming, helpful, and informative Understanding and accepting persons with co-occurring mental health and substance use disorders. | <ul style="list-style-type: none"> PIHP / Provider Services Contract MDHHS – PIHP Customer Service Standards MDHHS Technical Advisory #5 (Welcoming) PIHP Customer Service Handbook | | <input type="checkbox"/> Prevention <input type="checkbox"/> Treatment <input checked="" type="checkbox"/> Both |
| Employee Orientation | Initial | <ul style="list-style-type: none"> All staff | <ul style="list-style-type: none"> Review of responsibilities, program policies, and operative procedures. | <ul style="list-style-type: none"> LARA SUD Administrative Rule R325.1351(1)a | | <input type="checkbox"/> Prevention <input type="checkbox"/> Treatment <input checked="" type="checkbox"/> Both |

| Training Topic | Frequency | Target Audience | Description of Training | Reference | Notes | Applies to: |
|---|-----------------------------|--|--|--|---|--|
| <p>First Aid and Cardiopulmonary Resuscitation (CPR)</p> | <p>Initial and Biennial</p> | <ul style="list-style-type: none"> All staff who treat, monitor, or interact with a recipient for care issues | <ul style="list-style-type: none"> First Aid CPR Automatic Electronic Defibrillator (AED) Naloxone Administration Signs and symptoms of a medical emergency | <ul style="list-style-type: none"> LARA SUD Administrative Rule R325.1351(2)a,b,h | <ul style="list-style-type: none"> Required for Residential and/or Withdrawal Management staff Recommended for staff at all levels of care, including prevention <p>To be completed through a certifying organization (e.g., American Heart Association, American Red Cross, American Safety and Health Institute, etc.).</p> | <p><input type="checkbox"/> Prevention <input type="checkbox"/> Treatment <input checked="" type="checkbox"/> Both</p> |
| <p>Gender Competent Practitioner</p> | <p>Initial and Biennial</p> | <ul style="list-style-type: none"> Clinical staff requesting Gender Competency Status | <ul style="list-style-type: none"> Additional training in specific areas to demonstrate competency with a specific gender. | <ul style="list-style-type: none"> MDHHS Treatment Policy #11 - Fetal Alcohol Spectrum Disorders MDHHS Treatment Policy #12 - Women's Treatment Services PIHP /Provider Services Contract Region 10 PIHP Policy 05.03.06 | <ul style="list-style-type: none"> See references for specific training requirements The request to be a Gender Competent Practitioner is completed via the Privileging and Credentialing Application. | <p><input type="checkbox"/> Prevention <input checked="" type="checkbox"/> Treatment <input type="checkbox"/> Both</p> |

| Training Topic | Frequency | Target Audience | Description of Training | Reference | Notes | Applies to: |
|---|----------------------|---|---|--|-------|---|
| Grievance and Appeals | Initial and Annual | <ul style="list-style-type: none"> Direct Service Staff | State and Federal requirements regarding: <ul style="list-style-type: none"> Medicaid Fair Hearing Local Appeal Customer Service Complaint (Grievance) Local Dispute Resolution processes | <ul style="list-style-type: none"> MDHHS / PIHP Services Contract Region 10 PIHP Policy 07.02.01 | | <input type="checkbox"/> Prevention <input checked="" type="checkbox"/> Treatment <input type="checkbox"/> Both |
| Health Maintenance | Initial and Annual | <ul style="list-style-type: none"> All staff who treat, monitor, or interact with a recipient for care issues, excluding outpatient services | <ul style="list-style-type: none"> Potential medical risks associated with withdrawal from substances and combinations of substances and appropriate acute interventions. Emergency response protocols (medical, psychiatric, and safety) Signs and symptoms of intoxication and withdrawal, including seizures Vital sign measurement and interpretation | <ul style="list-style-type: none"> LARA SUD Administrative Rule R325.1351(2)c, e, f, g | | <input type="checkbox"/> Prevention <input checked="" type="checkbox"/> Treatment <input type="checkbox"/> Both |
| HIPAA Security and Privacy / Basics of Confidentiality | Initial and Biennial | <ul style="list-style-type: none"> All staff | <ul style="list-style-type: none"> Overview of HIPAA, and HIPAA privacy and security risks Overview of 42 CFR Part 2 | <ul style="list-style-type: none"> 45 CFR Part 164 42 CFR Part 2 LARA SUD Administrative Rule R325.1351(3)b Region 10 PIHP Policy 03.03.01 | | <input type="checkbox"/> Prevention <input checked="" type="checkbox"/> Treatment <input type="checkbox"/> Both |

| Training Topic | Frequency | Target Audience | Description of Training | Reference | Notes | Applies to: |
|--|--------------------|---|---|---|---|---|
| Implicit Bias Training | Initial and Annual | <ul style="list-style-type: none"> All staff | <ul style="list-style-type: none"> Understanding implicit bias Equitable Access to Healthcare Serving Diverse Populations Diversity and Inclusion Initiatives Cultural Sensitivity | <ul style="list-style-type: none"> Michigan Public Health Code General Rule 338.7004 PIHP / Provider Services Contract | | <input type="checkbox"/> Prevention <input type="checkbox"/> Treatment <input checked="" type="checkbox"/> Both |
| Individualized Treatment | Initial and Annual | <ul style="list-style-type: none"> All staff | <ul style="list-style-type: none"> Principles of Person-Centered Planning (PCP) Developing an Individual Plan of Service (IPOS) | <ul style="list-style-type: none"> LARA SUD Administrative Rule R325.1351(3)e | | <input type="checkbox"/> Prevention <input checked="" type="checkbox"/> Treatment <input type="checkbox"/> Both |
| Limited English Proficiency | Initial | <ul style="list-style-type: none"> All staff | <ul style="list-style-type: none"> Procedures for working with individuals with limited English abilities. Training on terminology used in association with Limited English. | <ul style="list-style-type: none"> 42 CFR § 438.10 45 CFR § 92.201 Region 10 PIHP Policy 05.01.02 MDHHS / PIHP Services Contract PIHP / Provider Services Contract | <ul style="list-style-type: none"> Region 10 PIHP has provided each SUD agency with a PowerPoint Module for this training. | <input type="checkbox"/> Prevention <input type="checkbox"/> Treatment <input checked="" type="checkbox"/> Both |
| Mandated Reporting of Suspected Abuse and Neglect | Initial and Annual | <ul style="list-style-type: none"> All staff | <ul style="list-style-type: none"> Understanding MDHHS mandated reporting requirements and process Recognizing signs of child abuse and neglect | <ul style="list-style-type: none"> LARA SUD Administrative Rule R325.1351(3)c | <ul style="list-style-type: none"> Training is available through your local MDHHS office | <input type="checkbox"/> Prevention <input checked="" type="checkbox"/> Treatment <input type="checkbox"/> Both |

| Training Topic | Frequency | Target Audience | Description of Training | Reference | Notes | Applies to: |
|---|--------------------|---|---|--|-------|---|
| Medication Administration and Monitoring | Initial and Annual | <ul style="list-style-type: none"> All staff who treat, monitor, or interact with a recipient for care issues, excluding outpatient services | <ul style="list-style-type: none"> Medication administration and monitoring | <ul style="list-style-type: none"> LARA SUD Administrative Rule R325.1351(2)d | | <input type="checkbox"/> Prevention <input checked="" type="checkbox"/> Treatment <input type="checkbox"/> Both |
| Recipient Rights | Initial and Annual | <ul style="list-style-type: none"> All staff | <ul style="list-style-type: none"> Information on Recipient Rights including confidentiality, abuse, and neglect. | <ul style="list-style-type: none"> MDHHS Administrative Code 330.1755 MDHHS Administrative Rules R325.14301 – 325.14306 42 CFR § 438.100 LARA SUD Administrative Rule R325.1351(3)f PIHP / Provider Services Contract | | <input type="checkbox"/> Prevention <input type="checkbox"/> Treatment <input checked="" type="checkbox"/> Both |
| Suicide Prevention | Initial and Annual | <ul style="list-style-type: none"> All staff | <ul style="list-style-type: none"> Assessment and management of intention to harm oneself or others. | <ul style="list-style-type: none"> LARA SUD Administrative Rule R325.1351(3)d | | <input type="checkbox"/> Prevention <input checked="" type="checkbox"/> Treatment <input type="checkbox"/> Both |
| Trauma Informed Care | Initial | <ul style="list-style-type: none"> All Staff | <ul style="list-style-type: none"> Awareness and understanding of the prevalence of trauma in consumers and the impact that trauma has on their behavior | <ul style="list-style-type: none"> MDHHS / PIHP Services Contract MDHHS Trauma Policy Region 10 Policy 05.01.01 | | <input type="checkbox"/> Prevention <input type="checkbox"/> Treatment <input checked="" type="checkbox"/> Both |

Certificate Of Completion

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Michelle Estell

mestell@geneseecountymi.gov

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Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Miranda Willis

willis@region10pihp.org

SUD Administrative Coordinator

Region 10 PIHP

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

COPIED

Sent: 1/16/2026 4:19:13 PM

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

1/16/2026 4:19:13 PM

Certified Delivered

Security Checked

1/20/2026 7:51:56 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

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