

LETTER OF AGREEMENT

Between

Region 10 Prepaid Inpatient Health Plan  
2186 Water St.  
Port Huron, MI 48060

And

Genesee County Health Department (Provider)  
630 S. Saginaw Street, Suite 4  
Flint, MI 48503

**PURPOSE:**

- This Letter of Agreement acknowledges that the Region 10 Prepaid Inpatient Health Plan (PIHP) authorizes Genesee County Health Department (Provider) to perform Synar youth tobacco services as described in Attachment A (Services Description).

**SERVICES RENDERED:**

- Provider responsibilities include:
  - Service details outlined in the Services Description (Attachment A).
- PIHP responsibilities include:
  - Payment Fee and Terms as described.

**TERM:**

- The effective date of this Agreement is October 1, 2024, through September 30, 2025.

**FEE**

- 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.
- 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.
- The PIHP agrees to purchase up to 118 units of Tobacco Vendor Education at \$109.65 per unit not-to-exceed \$12,938.70.
- Total fees not to exceed \$34,108.42 with mileage costs included in the total contract fees. The budget amount will be utilized throughout the entire term of this Agreement.

**TERMS OF PAYMENT:**

- The PIHP agrees to pay the provider upon submission of a monthly invoice due the 10<sup>th</sup> of the month following the month in which services were provided. Units invoiced shall not exceed the amount listed within the Agreement.
- Services shall be provided within the Provider's geographical boundaries (county lines).
- Payment is contingent upon the PIHP's satisfaction of services.
- This contract obligation is contingent upon the availability of sufficient PIHP funding.
- 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.

**ADDITIONAL:**

- Either party may terminate this Agreement at any time with 30 days prior written notice.

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Region 10 PIHP Board Chairman / Designee

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Date

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Authorized Provider Signature  
Genesee County Health Department

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Date

**Attachment A**  
**Synar Youth Tobacco Services Description**

The Provider shall carry out its responsibilities under this LOA as detailed and as approved by the PIHP.

Region 10 PIHP shall contract with Genesee County Health Department to be the Designated Youth Tobacco Use Representative (DYTUR) for Genesee County. The DYTUR is responsible for conducting Synar Tobacco Prevention Services, including Non-Synar Tobacco Compliance Checks, Synar Tobacco Compliance Checks, and Tobacco Vendor Education.

**Provider responsibilities:**

1. Maintain the appropriate and current licensure or certification under applicable state statutes and regulations.
2. Ensure that PIHP policies are followed.
3. Ensure services are provided in accordance with the Michigan Department of Health and Human Services (MDHHS) SUD Services Policy Manual.
4. 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](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):
    - Provider shall enter all DYTUR activities by the tenth (10<sup>th</sup>) of the month for the previous month's activities.
      - Provider shall ensure that activities are entered accurately and in accordance with the group guide sheet provided by the PIHP.
      - 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 (15<sup>th</sup>) day following the end of each quarter.
- 5. Subcontracts
  - a. The services provided under this contract 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 the Contract.
    - ii. That any executed subcontract to this Contract shall require the subcontractor to comply with all applicable terms and conditions of this Contract. In the event of a conflict between this Contract and the provisions of the subcontract, the provisions of this Contract shall prevail.
  - b. A conflict between this Contract and a subcontract shall not be deemed to exist where the subcontract:
    - i. Contains additional non-conflicting provisions not set forth in this contract.
    - ii. Restates provisions of this Contract to afford the 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 the PROVIDER in this Contract.
    - iv. Does not affect the 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 the 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:
  - i. Allow the PROVIDER or PIHP to seek administrative, contractual, or legal remedies in instances in which the PROVIDER violates or breaches contract terms and provide for such remedial action as may be appropriate.
  - ii. Provide for termination by the PROVIDER, including the manner by which termination will be affected and the basis for settlement.
  - iii. This Contract shall be binding upon the Parties hereto and their respective successors and shall be binding on the assigns of the PIHP.

PIHP responsibilities:

- 1. Payment Fee and Terms as described.
- 2. In the event circumstance occur that are not reasonably foreseen, or are beyond the control of the PIHP, that reduces or otherwise interferes with the PIHP's ability to provide or maintain specified supports / services for its service area, the PIHP shall provide immediate notice to the Provider if it would result in any reduction of the funding terms upon which this agreement is contingent.
- 3. Contract Monitoring
  - a. Assignment of staff member to ensure regular monitoring and reporting on the Provider's performance, as well as actions to insure performance improvement and compliance with all stated requirements.
  - b. Conduct ongoing monitoring of Provider with formal contract monitoring reviews occurring no less than annually.
  - c. Conduct follow-up reviews/monitoring to verify that any action plan is implemented.

Fraud and Abuse reporting responsibilities:

The PIHP has responsibility and authority to make fraud and/or abuse referrals to the Office of the Attorney General, Health Care Fraud Division. Providers who have any suspicion or knowledge of fraud and / or abuse within any of the PIHP's programs 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, the provider should supply, if possible, the following information to the PIHP:

- 1. Name of the complaint.

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2. The name of the individuals 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.

The Provider shall not attempt to investigate or resolve the reported alleged fraud and/or abuse. The 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.

Other:

1. Amendments:
  - a. Any amendments or changes to the terms and services of this agreement shall only become effective upon mutual acceptance and signed by both parties of any such amendments.
2. This Agreement shall be construed according to the laws of the State of Michigan as to the interpretation, construction, and performance.
3. The parties hereto and their officers, employees, servants, and agents shall perform all their respective duties and obligations under this Agreement in compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations.

**REQUIRED REPORTS**

Reporting Requirement	Reporting Frequency	Reference
W-9	Initial	Region 10 PIHP Form Index
ACH Authorization	Initial	Region 10 PIHP Form Index
National Provider Identifier (NPI) Submission	Initial	Provider Responsibility
MPDS Reporting	Monthly	Provider Responsibility
Tobacco Quarterly Report	Quarterly Report	As identified by PIHP
Master Retailer List Updates	Annual	As identified by PIHP
Non-Synar Compliance Check Forms	Annual	As identified by PIHP
Original Synar Compliance Check Forms	Annual	As identified by PIHP
Invoice	Monthly	Provider Responsibility

All PIHP forms can be found at [www.Region10PIHP.org](http://www.Region10PIHP.org)

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**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
							Total \$34,108.42