

Fiscal Year 2017 Substance Use Disorder Contractual Agreement
(Prevention)

Summary of Contractual Changes

Sections:

Cover Sheet: Separate Contracts for Treatment and Prevention services

Table of Contents: For the Prevention Contract, deleted references to Treatment items

Acronym & Definitions: Terminology/Service descriptions added/clarified to more closely align with descriptions contained in the SUD Provider Manual

Preamble

Hyperlink added for Mid-State Health Network

I. General Contract Summary

- Minor language changes
- Hyperlinks added for MSHN-SUDSP Manual
- Hyperlink to MDHHS/PIHP Contract

IV. PREVENTION SERVICES: Responsibilities of the Provider

- Paragraph 1: Added **“With prior approval from MSHN, specifically focused staff may also conduct programming, if staff only provides a specific curriculum that they have been trained. A certificate of training completion must be submitted.”**
- Paragraph A: Added **“PROVIDER should whenever possible, collaborate with local SUD Prevention Coalition in developing their services.”**
- Paragraph B: Added **“Provider must indicate actual staff providing services in the system. All direct services paid in full or part with funding received from MSHN, must be entered into the Michigan Prevention Data System”**
- Paragraph C: New **“Prevention Reporting: In addition to data entry in the MPDS, prevention providers are also required to complete an annual plan, semi-annual additional unit report and an annual outcome report. Please refer to the MSHN-SUD Provider Manual for further clarification.”**
- Paragraph G: New **“Utilization Requirements: It is expected that for each full time employee funded the program will provide a minimum of 700 units of direct services. Further details on Utilization Requirements can be found in the [MSHN-SUDSP Manual](#).”**

V. DYTUR OBLIGATIONS: Responsibilities of Provider

- Paragraph B: New **“Required Services: At a minimum, funded DYTUR services must include; 1) Formal Synar compliance checks with vendors selected during the State random draw, 2) Non-Synar compliance checks**

(either civilian or in collaboration with law enforcement) with a minimum of 25% of vendors in their county, 3) Vendor education face to face visits with a minimum of 25% of vendors in their county, 4) Vendor list clean-up and 5) Community education regarding the Youth Tobacco Act and Synar amendment.”

- Paragraph H: New **“All DYTUR services will be entered in the MPDS by the 10th of the month following the month activity occurred. Services should be entered in the system following guidelines provided by MSHN. Additional DYTUR reports will be submitted as outlined in the [MSHN-SUDSP Manual](#).”**

VI. Contractual Provisions

- Section B; Paragraph #2: Added **“age, disability or sex including discrimination based on pregnancy, gender identity and sex stereotyping” “ACA Section 1557” “and also in accordance with the ACA Section 1557.”** – Required language as part of Section 1557 of the A.C.A.
- Section E: Liability Insurance: added **“Fidelity Bonding Documentation: PROVIDER shall maintain fidelity bonding documentation and shall furnish certificate to PAYOR upon request.”**
- Section G: Special Conditions; Paragraph #1 Block Grant: added **“In addition, should block grant funds be used by PROVIDER to deliver the services identified within this agreement, PROVIDER must ensure that Block Grant Funds shall not be used to:**
 - a. **Pay for inpatient hospital services except under conditions specified in federal law**
 - b. **Make cash payments to intended recipients of services**
 - c. **Purchase or improve land, purchase, construct, or permanently improve and building or any other facility, or purchase major medical equipment**
 - d. **Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of funds**
 - e. **Provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs**
 - f. **Enforce state laws regarding the sale of tobacco products to individuals under the age of 18**
 - g. **Pay the salary of an individual as a rate in excess of Level I of the Federal Executive Schedule, or approximately \$199,700”**