

Fiscal Year 202~~43~~ Substance Use Disorder Prevention Services
Contractual Agreement

Between

Mid-State Health Network
530 W. Ionia St., Ste. F
Lansing, MI 48933
517-253-7525

And

«PROVIDER»

(as a "Subrecipient" as that term is defined in OMB 2 CFR 200 Subpart A;
Assistance Listings #: 93.959)

For the purpose of:
Prevention, Community Recovery, and Collegiate Recovery Services

Payment by:
Cost Reimbursement

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ACRONYM AND GLOSSARY DEFINITIONS

Abuse refers to practices that are inconsistent with sound fiscal, business or medical practices and result in an unnecessary cost to the payor, or in reimbursement for services that are not medically necessary or fail to meet professionally recognized standards for healthcare.

CAIT stands for Community Change, Alternatives, Information and Training. The CAIT License from the state of Michigan Licensing and Regulatory Affairs (LARA) is required for all applicable MSHN contracted prevention programs.

CCAR stands for Connecticut Community of Addiction Recovery training.

CMHSP stands for Community Mental Health Service Program. MSHN has 12 CMHSP partners each of which has a role in being a potential door for clients to access SUD services.

Collegiate Recovery Program cost-reimbursed programs that provide group and individual recovery coach services; education to the college community they serve; provide recovery programming/events on college campus and in local communities; these programs do not provide treatment recovery coach services.

CPC stands for Certified Prevention Consultant through MCBAP.

CPRM stands for Certified Peer Recovery Mentor through MCBAP.

CPS stands for Certified Prevention Specialist through MCBAP.

Community Recovery Program cost-reimbursed programs that provide group and individual recovery coach services; education to larger community they serve; provide recovery programming/events in the community; these programs do not provide treatment recovery coach services.

Cost-Reimbursement means allowable and reasonable costs incurred by a contractor in the performance of a contract are reimbursed in accordance with the terms of the contract.

Covered PROVIDER or PROVIDER means a licensed substance use disorder facility or other health professional, a licensed hospital, or any other health care entity having an Agreement with MSHN to provide Covered Services to consumers enrolled in MSHN.

Development Plan refers to a time-limited, one-time opportunity to gain employment in prevention services prior to having completed the needed professional specialty certification.

DYTUR means Designated Youth Tobacco Use Representative.

Excluded individuals or entities are individuals or entities that have been excluded from participating, but not reinstated, in 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.

Fraud means an intention deception or misrepresentation by a person with the knowledge the deception could result in unauthorized benefit to him/herself or some other person. This includes any act that constitutes fraud under applicable Federal or State laws.

FSR means Financial Status Report

MCBAP refers to the Michigan Certification Board for Addiction Professionals

MDHHS refers to the Michigan Department of Health and Human Services (MDHHS).

MSHN – Mid State Health Network – Prepaid Inpatient Health Plan (PIHP) responsible for twenty-one counties in the MSHN region as of January 1, 2014.

MSHN-SUDSP Manual which is incorporated into this agreement by reference and made a part hereof, means policies and procedures established by MSHN and titled "Mid-State Health Network Substance Use Disorder Services Provider Manual (MSHN-SUDSP Manual), which governs the provision of services covered by this plan by the PROVIDER to the covered consumer.

MPDS – Michigan Prevention Data System – is the State's web-based data system that captures all direct funded prevention services and specific recovery-based services and community out-reach services.

OROSC means Office of Recovery Oriented Systems of Care; State office formerly known as Bureau of Substance Abuse and Addiction Services (BSAAS).

Peer Support/Recovery Supports are programs designed to support and promote recovery and prevent relapse through supportive services that result in the knowledge and skills necessary for an individual's recovery. Peer Recovery programs are designed and delivered primarily by individuals in recovery and offer social, emotional, and/or educational supportive services to help prevent relapse and promote recovery.

Prevention refers to activities to educate and support individuals and communities to prevent the use and misuse of drugs and the development of substance use disorders.

Recovery means a process of change through which individuals improve their health and wellness, live self-directed lives, and strive to reach their full potential. SAMHSA states Recovery is built on access to evidence-based clinical treatment and recovery support services for all populations.

RISC means Recovery and Integrated Services Collaborative, a regional effort to embed recovery-oriented systems of care (principles and practices) throughout the service provider network. Collaborative efforts of substance use and mental health providers and comprised of prevention providers, treatment providers, community members, and individuals in recovery.

ROSC refers to Recovery Oriented System of Care which describes a paradigm shift from an acute model of treatment to a care model that views SUD as a chronic illness. A ROSC is a coordinated network of community-based services and supports that is person-centered and builds over a period of months and/or years on the strengths and resilience of individuals, families, and communities to achieve abstinence and improved health, wellness, and quality of life for those with or at risk of alcohol and drug problems.

SPF means Strategic Prevention Framework.

Subrecipient means an entity that expends awards received from a pass-through entity to carry out a project. As defined by Office of Management and Budget (OMB) 2 Code of Federal Regulations (CFR) 200 Subpart A, a subrecipient relationship exists when funding from a pass-through entity is provided to perform a portion of the scope of work or objectives of the pass-through entity's award agreement with the awarding agency. A pass-through entity is an entity that provides an award to a subrecipient to carry out a project. For purposes of this agreement, "subrecipient" refers to the PROVIDER named on this agreement, where as "pass-through entity" refers to MSHN. See OMB 2 CFR 200 Subpart A for further information.

SUDPDS means Substance Use Disorder Prevention Data System (also referred to as **MPDS**; see above)

SUGE means Substance Use, Gambling and Epidemiology Section; State office formerly known as Office of Recovery Oriented Systems of Care (OROSC).

Synar refers to the congressman who sponsored the amendment aimed at decreasing youth access to tobacco. This amendment requires states to enact and enforce laws prohibiting the sale or distribution of tobacco products to individuals under the age of 21. States must comply with the Synar Amendment in order to receive their full Substance Abuse Prevention and Treatment Block Grant (SABG) awards.

Waste refers to the overutilization of services, or other practices that result in unnecessary costs. Generally not considered caused by criminally negligent actions, but rather the misuse of resources.

FY 2024³ CONTRACTUAL AGREEMENT

This Agreement is entered into by Mid-State Health Network (hereinafter referred to as "[MSHN](#)") and «PROVIDER», as the subrecipient as defined in OMB 2 CFR 200 Subpart A, (hereinafter referred to as "PROVIDER") and is effective from October 1, 2023², through September 30, 2024³.

I. GENERAL CONTRACT SUMMARY

MSHN and PROVIDER wish to enter into an Agreement whereby the PROVIDER will render prevention, community recovery, or collegiate recovery services to consumers for whom MSHN arranges such services. The relationship between MSHN and PROVIDER is that of independent contractor and not of employer and employee or principal and agent. Neither party shall give any contrary indication or representation to any covered consumer, to any other consumer or entity, or to the public at large.

Therefore, in consideration of the Agreements set forth below, and intending to be legally bound, MSHN and PROVIDER hereby agree as follows:

- a) **Statement of Work:** PROVIDER agrees to undertake, perform, and complete the services described in Attachment A that is hereby made a part of this Agreement. Additionally, PROVIDER agrees to follow all MDHHS and OROSC technical advisories and policies that are relevant to identified services for which they are contracted.
- b) **Method of Payments and Performance Indicators:** The payment procedures and performance indicators shall be followed as described in Attachment B that is hereby made a part of this Agreement by reference.
- c) [MSHN-SUDSP Manual](#) is hereby incorporated into this agreement by reference and made a part hereof. Contractual and data reporting requirements, located in the MSHN-SUDSP Manual, are also made part hereof and incorporated by reference. PROVIDER will provide the information required using the forms and formats required by MSHN as of the effective date of this Agreement. MSHN will not change reporting forms or formats unless extreme circumstances exist or the State or Federal government require a change, in which case MSHN will notify PROVIDER, allowing as much notice as is possible. MSHN reserves the right to modify, add to or delete from the MSHN-SUDSP Manual at any time for any reasons, and that reasonable notice, as circumstances permit, will be provided with as much advance notice as possible to the effective dates of changes.
- d) **Additional Attachments:** PROVIDER is required to comply with language in all attachments, incorporated by reference and made a part hereof, to this contract as they apply.
Attachment A Statement of Work
Attachment B Cost Reimbursement
Attachment C Business Associate Agreement
Attachment D Reporting Requirements for MSHN SUD Providers FY 2024²
Attachment E MSHN Training Requirements
- e) **Billing Provisions**
 1. **Invoicing:** PROVIDER shall follow the provision as identified in section IV (d) "Financial Status Report Requirements" as the process for invoicing MSHN.

For cost reimbursement contracts, the PROVIDER may receive 1/12th of the budgeted amount as an advance pursuant to MSHN's cash advance policy. Subsequent months will be reimbursed based on actual costs, submitted via a Financial Status Report (FSR). The advance must be re-paid to MSHN if the program is terminated.
 2. **PROVIDER Appeal Process:** If MSHN should deny PROVIDER any additional

compensation to which PROVIDER believes it is entitled, PROVIDER shall notify MSHN in writing within thirty (30) days of the date of notification of denial, stating the grounds upon which it bases its claim for such additional compensation. Should MSHN fail to pay or adequately provide for such additional payment to PROVIDER within the thirty (30) days following receipt of notification from PROVIDER, PROVIDER shall have the right and process of appeal as set forth in the Provider Appeals Process defined in the MSHN-SUDSP Manual.

f) **Other Provisions**

1. **Quality Assurance:** PROVIDER shall cooperate with MSHN and participate in and comply with all peer review program, utilization review, quality assurance and/or total quality management programs, audit systems, site visits including fiscal monitoring, grievance procedures, satisfaction surveys and other procedures as established from time to time by MSHN, or as required by regulatory or accreditation agencies. PROVIDER shall be bound by and comply with all final determinations rendered by each such peer review or grievance process. PROVIDER acknowledges and agrees that MSHN may also obtain site review findings and reports regarding the Provider from other PIHPs or CMHSPs, and MSHN may utilize such information in the exercise of its rights under this Agreement. MSHN retains the right to seek additional information or take further actions following the Provider site review, including without limitation conducting follow up site reviews.
2. **Rendering Provider Credentialing and Recredentialing:** PROVIDER agrees to meet MSHN and MDHHS credentialing and recredentialing requirements, required criminal background checks, and accepts and shall abide by all credentialing policies and procedures.

The PROVIDER shall ensure, through credentialing, that the PROVIDER's staff professionals and the PROVIDER's subcontractors and their staff professionals have obtained and maintain all approvals, certifications and licenses required by Federal, State and local laws, ordinances, rules and regulations to practice their professions in the State of Michigan and to perform Medicaid supports/services hereunder. PROVIDER shall ensure credentialing and re-credentialing processes do not discriminate against:

- a. A health care professional solely on the basis of license, registration or certification;
- b. A health care professional who serves high-risk populations or who specializes in the treatment of conditions that require costly treatment

PROVIDER shall not assign a consumer to any practitioner who has not fully complied with credentialing process as outlined in the MDHHS Credentialing and Re-credentialing Process ([Provider Credentialing](#)), the MDHHS-BHDDA Substance Abuse Disorder Policy Manual – Credentialing and Staff Qualification Requirements, and MSHN Credentialing and Recredentialing policies and procedures. Rendering providers must meet qualifications outlined in MDHHS Behavioral Health Code Sets, Charts, and Provider Qualifications.

PROVIDER staff cannot provide services if they are not certified or do not have a registered development plan with MCBAP. Staff in this situation must complete a *Temporary Privileging Form*. The privileging form must be completed and submitted to MSHN along with a completed development plan application before staff can render services. This form must be signed by the requesting staff person and program director. If a request is received by a PROVIDER outside the MSHN twenty-one county region, MSHN will accept the PROVIDER's Home PIHP temporary privileging form. If the PROVIDER's Home PIHP does not require one, then MSHN's temporary privileging form must be submitted. PROVIDER must notify MSHN once the staff member has achieved certification and/or had their plan registered with MCBAP.

MSHN retains the right to approve, suspend or terminate providers from participation in the Medicaid-funded services (e.g., exclusions from Medicare/Medicaid; specific regional

performance issues and/or criminal convictions under sections 1128(a) and 1128(b)(1)(2) or (3).

PROVIDER acknowledges and agrees MSHN or any representative agent shall have the right to review and inspect records related to credentialing activities maintained by PROVIDER relative to its staff and contracted personnel/agencies. To the extent permitted by law, PROVIDER shall make such records available to MSHN or any representative agent and any governmental agency without charge to MSHN.

3. **Covered Services:** PROVIDER represents and warrants to MSHN that Covered Services shall be provided to all consumers in an appropriate, timely, and cost effective manner. Further, PROVIDER represents and warrants to MSHN that PROVIDER shall furnish such services according to applicable medical, mental health and substance use disorder practices, national standards and applicable laws and regulations.
4. **PROVIDER Training:** PROVIDER agrees to obtain, at its own expense, ongoing training, and supervision according to applicable medical, mental health and substance use disorder practices and the licensing, credentialing or other qualifications policies, procedures or regulations of the State of Michigan and/or MSHN as outlined in Attachment F - MSHN Training Requirements. PROVIDER shall furnish a written summary of such training and supervision efforts to MSHN upon request.
5. **Financial Review:** MSHN conducts annual reviews of all Subrecipients based on its Fiscal Monitoring and Oversight Procedure. In addition, the PROVIDER must submit no later than six (6) months following the close of the provider's fiscal year an independent financial audit, and Single Audit if applicable, conducted by a Certified Public Accounting (CPA) firm. MSHN may waive the CPA firm audit if providers are not currently operating under a Corrective Action Plan (CAP) and their total MSHN payments for the fiscal year in question are less than \$100,000.
6. **IRS Form 990:** PROVIDER that is non-profit tax-exempt organization and required to file IRS form 990 shall submit, upon request of MSHN, a copy of the most recent informational return to MSHN immediately following filing of same. For-profit organizations are required to submit, upon request of MSHN, a copy of their most recent corporate tax return to MSHN following filing of same.
7. **Accounting and Internal Controls:** PROVIDER shall ensure its accounting procedures and internal financial controls conform to generally accepted accounting principles in order that the costs allowed by this Agreement can be readily ascertained and expenditures verified there from. The parties understand and acknowledge that their accounting and financial reporting under this Agreement must be in compliance with MDHHS accounting and reporting requirements OMB 2 CFR 200. PROVIDER shall submit, upon request from MSHN, complete and accurate equipment inventory listing itemizing any equipment purchases made through federal or state funds.
8. **Agency Credentialing Requirements:** PROVIDER agrees to meet criteria for acceptance in the MSHN PROVIDER network including compliance with all applicable Federal and State laws, rules and regulations. PROVIDER shall obtain and maintain during the term of this Agreement all licenses, certifications, registrations, accreditations, authorizations, and approvals required by Federal, State and local laws, ordinances, rules and regulations for the Provider to operate and/or to provide Medicaid programs and supports/services within the State of Michigan. PROVIDER must notify MSHN in the event any license, certification, registration, accreditation, authorization, or approval expires, lapses, or is not renewed. MSHN must recredential PROVIDER biennially. PROVIDER shall provide MSHN with relevant documentation, upon request by MSHN, to support recredentialing reviews.
 - a. **Licensure:** PROVIDER shall maintain all necessary licenses, registrations or certifications as required by the Administrative Rules for Substance Abuse Service Programs in Michigan.

- b. PROVIDER hereby acknowledges and agrees that MSHN or its designee may share its credentialing information, site review findings and written report with other PIHPs or CMHSPs, upon request and as determined by MSHN, and any written response from the Provider. Notwithstanding anything to the contrary contained in this Agreement, PROVIDER agrees that MSHN may also obtain credentialing information, site review findings and reports regarding the Provider from other PIHPs or CMHSPs, and MSHN may utilize such information in the exercise of its rights under this Agreement.

9. **Compliance with the MDHHS/PIHP Contract:** It is expressly understood and agreed by the parties hereto that this Agreement is subject to the terms and conditions of the MDHHS/PIHP Contract. The Provider shall comply with any applicable terms or conditions of such contract. The MDHHS Contract is incorporated by reference to this Contract, and by such incorporation, is made part of this Contract. Amendments to the MDHHS Contract are also terms of this Contract. The provisions of this Agreement shall be applicable unless a conflict exists between this Agreement and the provisions of the MDHHS/PIHP Contract. In the event that any provision of this Agreement is in conflict with the terms and conditions of the MDHHS/PIHP Contract, the provisions of said MDHHS/PIHP Contract shall prevail. However, a conflict shall not be deemed to exist where this Agreement:
- a. contains non-conflicting additional provisions and additional terms and conditions not set forth in the MDHHS Contracts;
 - b. restates provisions of the MDHHS/PIHP Contract to afford the Payor the same or substantially the same rights and privileges as the MDHHS; or,
 - c. requires the PROVIDER to perform duties and/or services in less time than required of the Payor in the MDHHS/PIHP Contract.

In addition, the terms and provisions of this contract may be amended, by mutual agreement of the Payor and PROVIDER, from time to time to ensure compliance with any Medicaid contract entered into by the Payor with the Michigan Department of Health and Human Services.

During the current COVID-19 State of Emergency; Federal and/or State policy or Executive Orders issued and in effect beginning on March 10, 2020, including any modifications of such Executive Orders or policies in relation to COVID-19, issued after that date, that provide different guidance or requirements than are currently identified and stated within this agreement and/or PAYOR's policies, procedures, the PROVIDER shall follow the federal and/or state direction and guidance as it relates to the COVID-19 State of Emergency.

10. The Provider's CEO shall inform, in writing, the Payor's CEO of any notice to, inquiry from, or investigation by any Federal, State, or local human services, fiscal, regulatory, investigatory, prosecutory, judicial, or law enforcement agency or protection and/or advocacy organization regarding the rights, safety, or care of a recipient of Medicaid services under this Agreement. The PROVIDER also shall inform, in writing, the Payor's CEO immediately of any subsequent findings, recommendations, and results of such notices, inquiries, or investigations.
11. **Program Compliance:** PROVIDER shall implement and maintain a compliance and program integrity plan that is designed to guard against fraud and abuse in accordance with federal and state law, including but not limited to 42 CFR 438.608 and as included in the MDHHS/PIHP Master Agreement.
- a. The Compliance Plan must include, at a minimum, all of the following elements:
 - i. Written policies, procedures and standards of conduct that articulate the organization's commitment to comply with all applicable federal and state standards, including but not limited to the False Claims Act (31 USC 3729-3733, the elimination of fraud and abuse in Medicaid provisions of the Deficit Reduction Act of 2005; and the Michigan Medicaid False Claims

- Act (PA 72 of 1977, as amended by PA 337 of 2005) and the Michigan Whistleblowers Protection Act (PA 469 of 1980).
 - ii. Clearly defined practices that provide for prevention, detection, investigation, and remediation of any compliance related matters.
 - iii. The designation of a compliance officer and a compliance committee that are accountable to senior management;
 - iv. Effective training and education for the compliance officer and the organization's employees;
 - v. Effective lines of communication between the compliance officer and the organization's employees;
 - vi. Enforcement of standards through well publicized disciplinary guidelines;
 - vii. Provision for internal monitoring and reporting;
 - viii. Provision for prompt response to detected offenses, and for development of corrective action initiatives.
- b. PROVIDER will submit information on program integrity activities, when requested, to comply with requirements of the Office of Inspector General (Program Integrity Section of the MDHHS/PIHP Master Contract). This may include, but not limited to:
 - i. Identification and investigation of fraud, waste and abuse
 - ii. Audits performed
 - iii. Overpayments collected
 - iv. Corrective Action Plans Implemented
 - v. Provider Dis-Enrollments
 - vi. Contract Terminations
- c. Upon request, PROVIDER will furnish a copy of the compliance plan to MSHN
- d. PROVIDER agree to report immediately to the MSHN Compliance Officer any suspicion or knowledge of fraud or abuse, including if possible, the nature of the complaint, the name of the individuals or entity involved in the suspected fraud and abuse, including name, address, phone number, Medicaid identification number and/or any other identifying information. The PROVIDER agrees not to investigate or resolve the alleged fraud and/or abuse, until guidance has been given by the PIHP, and to fully cooperate with any investigation by MSHN, its payers and/or the MDHHS or Office of the Attorney General and with any subsequent legal action that may arise from such investigation.
- e. PROVIDER who is contracting with MSHN as licensed independent practitioner or individual ancillary service PROVIDER agree to comply with all applicable federal and state standards, including but not limited to the False Claims Act (31 USC 3729-3733, the elimination of fraud and abuse in Medicaid provisions of the Deficit Reduction Act of 2005; and the Michigan Medicaid False Claims Act (PA 72 of 1977, as amended by PA 337 of 2005). The PROVIDER agrees to utilize internal monitoring mechanisms to ensure only valid service claims, free of fraud and abuse, are submitted to MSHN for payment. PROVIDER agrees to immediately report to MSHN any invalid claims for correction and to cooperate with MSHN regarding reclamation of any payments made based upon invalid claims. PROVIDER agrees to implement internal process changes to mitigate the risk of future claims payment issues.
- f. PROVIDER agrees to immediately notify MSHN's Compliance Officer with respect to any inquiry, investigation, sanction or otherwise from the Office of Inspector General (OIG).

II. General Provisions for MSHN

- a) **Payment Timelines:** Cost Reimbursement: MSHN shall make payment to provider within thirty (30) days of MSHN's receipt of the PROVIDER's FSR.
- b) **Advertising:** MSHN will include PROVIDER name, address, and areas of specialization in any

directories that it may produce and publish for use by consumers who may directly avail themselves of substance use disorder services that are Covered Services. PROVIDER may include, in its advertising, that it is an authorized PROVIDER of Covered Services for MSHN subject to the provisions of section VI.A.1 of this agreement. PROVIDER may not finance any advertising using MSHN funding.

- c) **Media Campaign:** PROVIDER shall not finance any media campaign using block grant funding without prior approval. Advertising about the availability of services within MSHN region is not considered a media campaign.

All media promoting programs funded all or in part by MSHN must acknowledge the funding source by using text or a logo provided by MSHN.

If Provider is planning on conducting a local Media Campaign, all materials must be approved by MSHN and/or MDHHS.

Providers shall submit materials for review and approval along with the MSHN "SUD Services Media Campaign Request Form" linked to the MSHN website.

e)

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III. Medicaid Responsibilities of MSHN

- a) **MSHN shall furnish all of the following to PROVIDER:**

1. **Access Center Phone Number:** An access center telephone number will be available twenty-fours (24) hour per day, seven (7) days per week for network referrals.
2. **30-day Notice:** Thirty-day notice of change in benefits, Covered Services, and all operational policies and procedures with which PROVIDER shall comply as a condition of participation under this Agreement, unless circumstances warrant otherwise.

IV. Prevention / Community Recovery and Collegiate Recovery Services

- a) **Responsibilities of the PROVIDER:**

1. PROVIDER staff receiving funding from MSHN for Prevention Services must be MCBAP certified as a CPS or a CPC or have a registered development plan through MCBAP. With prior approval from MSHN, specifically focused staff may also conduct programming, if staff only provides a specific curriculum that they have been trained in. A certificate of training completion must be submitted.
2. PROVIDER staff receiving funding from MSHN for community recovery services, and Collegiate Recovery must be MCBAP certified as a CPRM or have successfully completed CCAR training.

- b) **Service Delivery Pursuant to Plan:** PROVIDER shall deliver prevention, community recovery, or collegiate recovery services pursuant to the plan submitted and based on the Prevention Action Plan of MSHN. PROVIDER should whenever possible, collaborate with local SUD Prevention Coalition in developing their services. PROVIDER must get prior approval from MSHN Prevention Staff to make changes to their annual plan.

- c) **Prevention, Community Recovery and Collegiate Recovery Activity Records:** PROVIDER shall electronically submit a monthly record of prevention activity utilizing the statewide prevention data system known as MPDS. The PROVIDER should have all monthly activities entered by the tenth (10th) day of the following month. PROVIDER is responsible for reading the MPDS manual and input activities according to details outlined in the manual. All MSHN funded staff must have a signed document that they have reviewed the MPDS manual in their agency

documents. 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. Note: PROVIDER monthly prevention billings will not be processed until all monthly data has been entered into the MPDS, unless prior approval was granted by MSHN Prevention Specialist. Provider should fill out a MPDS activation form when adding new staff and a MPDS de-activation form when staff leave the program.

- d) **Financial Status Reports Requirements:** PROVIDER shall submit a monthly Financial Status Report (FSR) by the 10th day of each month after the month in which the service was rendered. All reimbursement requests for the fiscal year must be submitted no later than forty-five (45) days following the close of the fiscal year. Any reimbursement requests not submitted by the deadline may not be reimbursed by MSHN.

1. MSHN shall not make any payment for services rendered, which are not consistent with the MSHN approved Action Plan unless prior approval is received in writing by MSHN prevention staff.
2. PROVIDER and MSHN may amend this plan during the contract Agreement. The Plan shall be consistent with published MSHN requirements and with MDHHS requirements.
3. PROVIDER will adhere to the capped funding levels described in Attachment B.
4. By submitting a request for reimbursement, PROVIDER warrants and represents that the services for which the request is made were provided. MSHN shall have the right to review PROVIDER records, upon reasonable notice and during business hours, to verify that such services were provided and retains the right to disqualify any expenditure claimed that is unallowable or is inconsistent with the terms of this section.

- e) **Meeting Requirements:** PROVIDER staff is responsible for attending, as needed, prevention and Recovery meetings including, but not limited to, quarterly provider meetings.

- f) **Training Requirements:** PROVIDER staff should attend regional training and MDHHS-offered trainings as appropriate. MSHN required trainings must also be completed as outlined in Attachment F - MSHN Training Grid.

- g) **Direct Services Requirements:** It is expected that for each full-time employee funded the program will provide a minimum of 600 hours of direct services. Of those 600 hours a minimum of 480 should be direct services that are entered into the Michigan Data Prevention System.

- ~~h) **State Prevention Outcomes Surveys:** If Provider has services that meet State requirements, the Provider will complete State Outcome Surveys as part of both pre and post-test administration of program. Programs that meet the following criteria will be required to survey participants;~~

- ~~1. On-going sequential program.~~
- ~~2. Participants must be 7th grade or older (including adults)~~
- ~~3. Population is selective or indicated.~~
- ~~4. Program will be over 30 days in duration.~~

~~Providers will receive a stipend for each pre- and post-test completed. MSHN Prevention staff will train providers meeting this criteria on data collection instructions.~~

- ~~h) **Prohibition:** State administered substance use disorder Block Grant funds may not be used to support smoking cessation programs, drug testing, or food.~~

V. DYTUR OBLIGATIONS: Responsibilities of the PROVIDER

- a) **Designation:** PROVIDER's contracted to provide Designated Youth Tobacco Use Representative (DYTUR) services must be a licensed prevention program, as required by MDHHS, or local health department.
- b) **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 with a minimum of 50% of vendors in their county, 4) ~~Vendor~~ Master Retail List clean-up and 5) Community education regarding the Youth Tobacco Act and Synar amendment.
- c) **Reimbursement:** DYTUR service reimbursement will be based on performance. The PROVIDER will submit a Financial Status Report (FSR) on a monthly basis, with the annual amount reimbursed not to exceed the amount referenced in Attachment B of this Agreement. If a PROVIDER is funded for both general prevention and DYTUR services, they may be combined and submitted on one FSR.
- d) **Performance Criteria:**
 - 1. PROVIDER will identify one (1) staff person to serve as its DYTUR and communicate this information to MSHN.
 - 2. The DYTUR will accomplish Fiscal Year DYTUR Objectives, as submitted to MSHN, either by working cooperatively with existing community organizations, law enforcement agencies, and/or tobacco prevention coalitions, or by helping to establish community tobacco prevention organizations or coalitions.
- e) **Meeting Requirements:** The DYTUR or designee is responsible for attending regional DYTUR meetings. It is strongly encouraged that DYTURs also attend, in person or by teleconference the State DYTUR Meetings.
- f) **Tobacco Compliance Checks:** The DYTUR shall be responsible for conducting a tobacco compliance check in accordance with guidelines set by the Michigan Department of Health and Human Services and communicated to it from time-to-time by MSHN. MDHHS guidelines include, but are not limited to:
 - 1. PROVIDERS must obtain work permits for all youth decoys under the age of 18.
 - 2. PROVIDERS must cover all youth decoys for workman's compensation insurance for youth decoys under the age of 18.
 - 3. PROVIDERS must get parental permission slips signed for decoys under the age of 18..
 - 4. When conducting tobacco compliance checks, DYTURs must not use parents or relatives of the youth decoys to act as chaperones.
 - 5. ~~In FY23,~~ PROVIDER may use underage decoys ages 16-20. MSHN will assign the age of decoys to each PROVIDER prior to formal Synar checks, as there needs to be an even split of ages through-out the region. Decoys ages 18, 19 and 20 do not need work permits or parental permission and PROVIDERS should follow agency policies in regards to workman's compensation.
- g) **Reporting:** 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 (vendor education, non-Synar, Formal Synar and Yearly Youth Tobacco Report) will be submitted as directed by MSHN. 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.

- h) **Additional Guidelines:** The DYTUR will follow all additional guidelines as published by MSHN. The MDHHS/PIHP contract requires that PIHPs comply with all applicable Federal and State laws, including laws and rules pertaining to worker's compensation. In an effort to confirm that Designated Youth Tobacco Use Representatives (DYTURs) contracting with the PIHPs are compliant with worker's compensation laws, including coverage of students employed (receiving cash payments for services) by DYTURs performing Synar, non-Synar and vendor education activities in which students are utilized, Provider shall maintain and supply to PAYOR upon request, verification of DYTURs coverage compliance.

VI. CONTRACTUAL PROVISIONS

a) General Responsibilities of the PROVIDER

1. **Publication Rights:** Where activities supported by this Agreement produce books, films, or other such copyrighted materials issued by the PROVIDER, the PROVIDER may copyright, but shall acknowledge that MSHN reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such materials and to authorize others to reproduce and use such materials. This cannot include service consumer information or personal identification data. Any copyrighted materials or modifications bearing acknowledgment of MSHN must be approved by MSHN prior to reproduction and use of such materials. The PROVIDER shall give recognition to the MSHN in any and all publication papers and presentations arising from the program and service contract herein; MSHN will do likewise.

In all cases, whether the material is copyrighted or not, the PROVIDER shall acknowledge on all of its publications, reports, brochures, flyers, etc., that public funds, provided by the State of Michigan through MSHN, were used to support the cost of publication and the delivery of the service, program, event, or publication described by it.

2. **Record Retention:** PROVIDER shall maintain adequate program, participant, and fiscal records and files including source documentation to support program activities and all expenditures made under the terms of this Agreement, as required. PROVIDER shall assure that all terms of the Agreement will be appropriately adhered to and that records and detailed documentation for the services identified in this Agreement will be maintained pursuant to MSHN and MDHHS Record Retention guidelines. Provider shall not store consumers data, nor backup files, in any location that is outside the continental United States. MSHN adheres to MDHHS' [General Schedule #20 – Community Mental Health Services Programs' Record Retention and Disposal Schedule](#). Refer to MSHN's Record Retention Policy.
3. **Notification of Modification:** The Director of the PROVIDER agency shall ensure at least 60 days notification to the MSHN, in writing, of any action by its governing board or any other funding source, which would require or result in significant modification in the provision of services or funding or compliance with the terms and conditions of this contract, its attachments and referenced documents.
4. **Notices to MSHN:** PROVIDER shall notify MSHN within seven (7) business days of any of the following events: (i) of any civil, criminal, or other action brought against it for any reason or any finding of any licensing/regulatory body or accrediting body, the results of which suspend, revokes, or in any way limits PROVIDER authority to render Covered Services; (ii) of any actual or threatened loss, suspension, restriction or revocation of PROVIDER license or ability to fulfill its obligations under this agreement; (iii) of any malpractice action filed against PROVIDER; (iv) of any charge or finding of ethical or professional misconduct by PROVIDER; (v) of any loss of PROVIDER professional liability insurance or any material change in PROVIDER liability insurance; (vi) of any material change in information provided to MSHN in the accompanying PROVIDER Network Application or in the Credentialing Information concerning any PROVIDER; (vii)

any other event which limits PROVIDER ability to discharge its responsibilities under this Agreement professionally, promptly and with due care and skill or (viii) PROVIDER is excluded from participation with the Federal procurement programs or any healthcare program (including the Medicare and Medicaid Programs). PROVIDER agrees to furnish MSHN's CEO with immediate notice of any severe incident involving any recipient of SUD services performed under the terms of this agreement.

5. **Notification of Provider Network Changes:** The PROVIDER shall notify MSHN within three (3) days of any changes to the composition of the provider network organizations that negatively affect access to care. PROVIDER shall have procedures to address changes in its network that negatively affect access to care. Changes in provider network composition that MSHN determines to negatively affect recipient access to covered services may be grounds for sanctions (42 CFR 438.207(c)(3)).
6. **Research Restrictions on Human Subjects:** PROVIDER shall notify MSHN who will seek approval, from MDHHS, for any research involving human subjects as defined in the MDHHS-PIHP contract.

B. Assurances of PROVIDER

1. **Compliance with Applicable Laws:** PROVIDER will comply with applicable Federal and State laws, guidelines, rules and regulations in carrying out the terms of this Agreement. In addition, all expenses must meet OMB 2 CFR 200 Subpart E Cost Principles. PROVIDER will also comply with all applicable general administrative requirements such as grant/Agreement principles, and audit requirements, in carrying out the terms of this Agreement.
2. **Non-Discrimination:** PROVIDER shall not discriminate against or grant preferential treatment: to any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, programs and service provided, or any matter directly or indirectly related to employment, in contract solicitations, or in the treatment of any consumer, recipient, patient or referral, under this Agreement, on the basis of race, sex, color, religion, ethnicity, or national origin, age, disability or sex including discrimination based on pregnancy, gender identity and sex stereotyping or otherwise as required by the Michigan Constitution, Article I, Section 26, the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.1101 et seq., PWDCRA and ADA and Section 504 of the Federal Rehabilitation Act of 1973, PL 93-112, 87 Stat 394, ACA Section 1557. Any breach of this section may be regarded as a material breach of this contract.

PROVIDER shall assure equal access for people with limited English proficiency, as outlined by the Office of Civil Rights Policy Guidance in the Title VI Prohibition Against Discrimination as it Affects Persons with Limited English Proficiency and also in accordance with the ACA Section 1557.

PROVIDER agrees to assure accommodation of physical and communication limitations for consumers served under this contract. In accordance with 42 CFR 438.6(m), PROVIDER must assure that the recipient is allowed to choose his or her health care professional to the extent possible and appropriate.

Assurance is given that proactive efforts will be extended in subcontracting to minority-owned, women-owned, and handicapped-owned businesses in accordance with ethical affirmative action practices. Discriminating against any of these people groups is prohibited and a material breach of contract.

3. **Ownership and Control Interests:** By signing this agreement, assurance is hereby given to MSHN that PROVIDER will comply with Federal regulation 42 CFR 438.610 and certifies that it
 - a. Has not been convicted of certain crimes as described in section 1128(b)(8)(B)

of the Act

- b. Is not debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulations or from participating in non-procurement activities under the regulations issued under Executive Order No. 12549 or guidelines implementing Executive Order No. 12549;
 - c. Is not excluded from participation in any Federal health care program under section 1128 or 1128A of the Social Security Act.
 - d. Will immediately disclose any proposed or actual suspension, exclusion or sanction from any health care program funded in whole or in part by the Federal or State government, including Medicare or Medicaid, to MSHN.
4. **Prohibited Relationships:** PROVIDER will not have a "relationship" with any individual or entity that is excluded from participating in any federal health care program under section 1128 or 1128A of the Social Security Act. A "relationship" means someone who the PROVIDER interacts with in any of the following capacities:
- a. A director, officer, or partner of the PROVIDER;
 - b. A subcontractor of the PROVIDER;
 - c. A person with beneficial ownership of five (5) percent or more of the PROVIDERs equity; or
 - d. A provider or person with an employment consulting or other arrangement for the provision of items and services which are significant and material to obligations under the PROVIDER contract.
- If MSHN finds the PROVIDER has a prohibited relationship as defined above, MSHN:
- a. May continue an existing agreement with the PROVIDER unless the State directors otherwise; and
 - b. May not renew or otherwise extend the duration of an existing agreement with the PROVIDER unless the State provides to MSHN a written statement describing compelling reasons that exist for renewing or extending the agreement despite the prohibited affiliations.
5. **Debarment and Suspension:** PROVIDER will comply with 45 CFR Part 76 and certifies to the best of its knowledge and belief that it, including its employees and subcontractors:
- a. Have not within a three-year period preceding this agreement 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.
 - b. 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 i, and;
 - c. Have not within a three-year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default.
6. MSHN requires the 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 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:
- a. Any director, officer, or partner;
 - b. Any subcontractor;
 - c. Any person with ownership of 5% or more of the PROVIDER equity;

- d. Any party to an employment, consulting, or other agreement with the PROVIDER for the provision of contract items or services.
- 7. MSHN requires PROVIDERS to disclose information on individuals or corporations with an ownership and control interest in the PROVIDER to MSHN at the following times:
 - a. When the PROVIDER submits a proposal in accordance with MSHN's procurement process;
 - b. When the PROVIDER executes a contract with MSHN;
 - c. When the MSHN extends or renews and contract; and
 - d. Within 35 days after any change in ownership of the PROVIDER.
- 8. **Exclusions Monitoring:** At the time of employment or establishment of an agreement or contract with a licensed independent health care practitioner (a licensed physician or fully licensed psychologist), director, or manager of PROVIDER, an individual with beneficial ownership of five percent or more, or an individual with a consulting, or other arrangement (e.g., sub-contract) with PROVIDER, for the provision of items or services that are significant and material to PROVIDER obligations under its contract (e.g., as defined in Attachment A) with MSHN, PROVIDER must search, at least on a monthly basis, the following exclusion databases:
 - a. The Office of Inspector General's (OIG) exclusions database at <http://www.oig.hhs.gov> to ensure the individual or entity has not been excluded from participating in federal health care programs;
 - b. The United States General Services Administration (GSA) <http://www.sam.gov> to ensure the individual or entity has not been excluded from federal programs;
 - c. The State sanctioned list is at the Michigan Department of Health and Humans Services (MDHHS) [List of Sanctioned Providers.](#)

PROVIDER must make a monthly search for all excluded parties using all lists provided here in addition to any/all other state and federal lists that may become available PROVIDER will maintain documentation of the completion of such checks and make them available to MSHN for inspection.
- 9. **Disclosure Requirements:** PROVIDER shall comply with 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 by completing Attachment D – Disclosure of Ownership, Controlling Interest Statement. In addition, PROVIDER shall 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 C.F.R. §455.104-106. PROVIDER must require staff members, directors, managers, or owners or contractors, for the provision of items or services that are significant and material to PROVIDER obligations under its contract with MSHN, to disclose all felony convictions and any misdemeanors for violent crimes to PROVIDER. PROVIDER employment, consulting or other agreements must contain language that requires disclosure of any such convictions to PROVIDER.
- 10. **Notice Requirements:** PROVIDER must notify MSHN CEO immediately if:
 - a. any licensed independent health care practitioner, director, or manager of the PROVIDER, an individual with beneficial ownership of five percent or more, or an individual with, a consulting or other arrangement with PROVIDER, for the provision of items or services that are significant and material to PROVIDER obligations under its contract with MSHN are on any of the aforementioned exclusions databases;
 - b. PROVIDER has taken any administrative action that limits employee, director, manager, owner, consultant or other contractor participation in the Medicaid program, including any conduct that results in suspension or termination of such

- individuals or entities.
- c. Any disclosures are made with regard to the ownership or control by a person that has been convicted of a criminal offense described under sections 1128(a) and 1128(b)(1), (2), or (3) of the Act, or that have had civil money penalties or assessments imposed under section 1128A of the Act. (See 42 CFR 1001.1001(a)(1): or
 - d. Any staff member, director or manager, individual with beneficial ownership of five percent or more, or an individual with an employment, consulting, or other arrangement with the PROVIDER has been convicted of a criminal offense described under sections 1128(a) and 1128(b)(1), (2), or (3) of the Act, or that have had civil money penalties or assessments imposed under section 1128A of the Act. (See 42 CFR 1001.1001(a)(1)).
11. **Acceptance of Reimbursement Requests:** MSHN will not accept reimbursement requests from PROVIDER for any items or services furnished, ordered, or prescribed by excluded individuals or entities. In the event PROVIDER has not made required disclosures, MSHN will not be held financially liable to accept PROVIDER reimbursement requests from excluded individuals or entities. If payment had been disbursed to PROVIDER prior to MSHN receiving required disclosures of excluded individuals or entities, PROVIDER shall reimburse MSHN total actual cost(s) of identified reimbursement requests.
12. **Subcontracts:** PROVIDER shall not subcontract any portion of this agreement without the written authorization of MSHN. However, any such subcontract shall not terminate the legal responsibility of the Provider to assure that all services required of it hereunder are fulfilled. The Provider agrees that any such subcontract shall:
- a. Be in writing, and include a full specification of the subcontracted services;
 - b. Contain a provision stating that this Agreement is incorporated by reference into the subcontract and made a part thereof;
 - c. Contain a provision stating that the subcontract is subject to the terms and conditions of this Agreement, and expressly incorporating this Agreement into the subcontract; and,
 - d. Contain all subcontracting requirements of the MDHHS/PIHP Contract, under applicable sections, "SUBCONTRACT".
- The Provider, as a prime subcontractor of the Payor, is responsible under this Agreement for primary verification that the Provider's contracting procedures meet the MDHHS's requirements of the Payor as set forth in the MDHHS/PIHP Contract and that each of the Provider's subcontractors and each of its subcontracts therefore meet the requirements under this Agreement.
13. **Health Insurance Portability and Accountability Act:** To the extent that this act is pertinent to the services that the PROVIDER provides under this contract, the PROVIDER assures that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (The HITECH Act) of Title XIII, Division A of the American Recovery and Reinvestment Act of 2009, and related regulations found at 45 CFR Parts 160 and 164, including the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule), the Security Standards for the Protection of Electronic PHI (Security Rule), and the rules pertaining to Compliance and Investigations, Imposition of Civil Money Penalties, and Procedures for Hearings (Enforcement Rule), as amended from time to time, (hereafter collectively referred to as "HIPAA Regulations"); the Federal Confidentiality Law, 42 USC §§ 290dd-2 and underlying Regulations, 42 CFR Part 2 ("Part 2"). This includes the distribution of consumer handbooks and PROVIDER directories to consumers, and/or the MSHN HIPAA Privacy Notice.
14. **Tobacco-free Environment Federal Requirement/Pro-Children Act:** The Contractor

also assures, in addition to compliance with P.L. 103-227, any services or activity funded in whole or in part through this Contract will be 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 the Contractor. If activities or services are delivered in facilities or areas that are not under the control of the Contractor (e.g., a mall, restaurant, or private work site), the activities or services shall be smoke-free.

C. Termination

1. **By Either Party Without Cause:** This Agreement may be terminated by either party without regard to breach or other cause, and without liability by reason of such termination, upon ninety (90) days prior written notice to the other party.
2. **By Either Party for Breach:** This Agreement may be terminated on thirty (30) days prior written notice upon the failure of either party to carry out the terms and conditions of this Agreement, provided the alleged defaulting party is given notice of the alleged breach and fails to cure the default within the thirty (30) day period.
3. **By MSHN:** This Agreement may be terminated immediately without further liability on the part of MSHN, if PROVIDER or an official of PROVIDER or an owner is convicted of any activity in the above-referenced sections of this Agreement during the term of this Agreement or any extension thereof. This agreement may be terminated immediately by MSHN without further liability in the event of unavailability, reduction, or loss of funding whatever the cause.
 - a. **Final Reporting Upon Termination:** Should this Agreement be terminated by either party, within sixty (60) days after the termination, PROVIDER shall provide MSHN with all financial, performance, and other reports required as a condition of this Agreement. MSHN will make payments to PROVIDER for allowable reimbursable costs not covered by previous payments or other State or Federal programs. PROVIDER shall immediately refund to MSHN any funds not authorized for use and any payments or funds advanced to PROVIDER in excess of allowable reimbursable expenditures. Any dispute arising as a result of this Agreement shall be resolved in the State of Michigan.
 - b. **Severability:** If any provision of this Agreement 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 remaining provisions of this Agreement.
 - c. **Amendments:** Any changes to this Agreement will be valid only if made in writing and accepted by all parties to this Agreement.
 - d. **Liability:** 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 Agreement shall be the responsibility of the PROVIDER, and not the responsibility of MSHN, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of PROVIDER, any subcontractor, 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.

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 MSHN in the performance of this Agreement, shall be the responsibility of MSHN 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 MSHN employee or agent, provided that

nothing herein shall be construed as a waiver of any governmental immunity by the State, its agencies or employees as provided by statute or court decisions.

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by MSHN and PROVIDER in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by MSHN and PROVIDER 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 the MSHN, PROVIDER, the State, its agencies or their employees, respectively, as provided by statute or court decisions.

- e. **Conflict of Interest:** Both parties of this Agreement are subject to the provisions of P.A. 317 of 1968, as amended, MCL 15.321 et seq. and 1973 PA 196, as amended, MCL 15.341 et seq.
- f. **State of Michigan Agreement:** 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.
- g. **Confidentiality:** PROVIDER shall assure that medical services to and information contained in medical records of consumers served under this Agreement, 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 Agreement shall be privileged communication, shall be held confidential, and shall not be divulged without the written consent of the consumer except as may be otherwise required by applicable law or regulation. Such information may be disclosed in summary, statistical, or other form, which does not directly or indirectly identify particular consumers. PROVIDER must assure compliance with Federal requirements contained in 42 CFR, Part 2, Confidentiality of Alcohol and Drug Abuse Patient Records, Final Rule, June 9, 1987 and HIPAA Privacy and Security Regulations. Provider shall not store consumers data, nor backup files, in any location that is outside the continental United States.
- h. **Assignability:** PROVIDER cannot assign this contract to another party.

D. Continuation of Contractual Agreement

In the event that it is the intent of MSHN to initiate a new Agreement, and a new Agreement is not executed by the expiration date of this Agreement, the terms, conditions and funding levels for program(s) contained herein, may be extended as determined necessary by written authorization from MSHN, subject to the availability of funds. This continuation period is not to exceed two consecutive ninety (90) day periods, unless otherwise specifically provided for.

E. Liability Insurance

PROVIDER shall maintain professional liability coverage which provides a minimum coverage of ~~\$31,000,000~~ per claim and ~~\$32,000,000~~ in the aggregate, ~~requiring a \$1,000,000 umbrella limit,~~ with respect to any claim or claims that may arise out of any malpractice, professional liability, negligence, act or omission caused or alleged to have been caused by the insured PROVIDER or by their employees or agents in the performance of or omission of any duty assumed by PROVIDER, its employees, or agents or in connection herewith. Commercial General Liability Insurance of \$1,000,000 per claim and \$2,000,000 in the aggregate. Insurance policy shall be endorsed to include coverage for sexual abuse and molestation that applies to any PROVIDER with responsibility for consumer interaction in person. Privacy and Security Liability (Cyber Liability) Insurance: Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate; PROVIDER must have their policy cover information security and privacy liability, privacy

notification costs, regulatory defense and penalties, and website media content liability.

PROVIDER shall maintain unemployment compensation insurance, workers' compensation insurance and auto insurance (when applicable) for all of PROVIDER 's employees in accordance with the requirements of all applicable Federal and State laws and regulations, including without limitation the Michigan Workers' Disability Compensation Law.

PROVIDER agrees that insurance companies authorized to do business in the State of Michigan shall issue all insurance policies required hereunder. PROVIDER shall give MSHN written notice of any changes in or cancellation of the insurance policies, required to be maintained by PROVIDER, at least thirty (30) days before the effective date of such changes or cancellations.

Notwithstanding the foregoing, if PROVIDER elects not to procure and maintain such insurance, PROVIDER may satisfy the insurance requirement by either (i) purchasing self-insured retention ("SIR") policy on such terms and conditions as MSHN determines to be sufficient to satisfy the foregoing insurance requirements; or (ii) placing in escrow an amount equal to the insurance limits in escrow with an independent third party pursuant to the terms of an escrow agreement, as agreed upon by MSHN and PROVIDER.

F. Resolution of Disputes

1. Every attempt shall be made to jointly resolve contract and service issues/disputes between MSHN and PROVIDER.
2. Unresolved contract issues, as to specific provisions of this Agreement and implementation thereof, and/or service disputes hereunder shall be referred to MSHN's CEO for a final determination in accordance with the MSHN PROVIDER Appeal Policy and Procedure. MSHN's CEO shall furnish PROVIDER's CEO/Director with written notice of any such final determination hereunder.
3. Each party hereto maintains the right to seek recourse, at its options, through legal remedies in a court of competent jurisdiction.
4. Notwithstanding any other provision in this Agreement, the parties hereto agree that the payments from MSHN to the PROVIDER under this Agreement shall not be stopped, interrupted, reduced, or otherwise delayed as a consequence of the pendency of any dispute arising under this Agreement.

G. Special Conditions

1. **Block Grant:** This Agreement is conditionally approved subject to and contingent upon the availability of block grant funds. In the event that claims for services exceed block grant funding available to MSHN, MSHN shall not be liable for the payment of claims made in excess of available funds. It is understood that authorization of services is not a guarantee of payment. 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

- g. the age of 18
Pay the salary of an individual at a rate in excess of Level I of the Federal Executive Schedule, or approximately \$199,700
- 2. **Accepted Proposal Applicability:** The proposal submitted by PROVIDER and accepted by the MSHN describing the services and programs to be delivered under this agreement are contractual obligations of the PROVIDER. The accepted proposal is incorporated into this agreement by reference and is a part hereof.

H. Contract Remedies and Sanctions

1. **Contract Non-Compliance:** MSHN may use a variety of means to assure implementation of and compliance with contract and/or reporting requirements, policies, procedures, performance standards and indicators and other mandates of the MSHN. MSHN shall pursue remedial action and possible sanctions as needed, on a progression basis, to resolve outstanding issues, contract, policy, procedure violations or performance concerns. In the event of non-compliance by the PROVIDER and/or its subcontractors, MSHN may take any of the following actions:
 - a. Discussion with the PROVIDER to identify potential barriers to effective performance and to identify and implement mutually agreeable solutions to performance problems.
 - b. Require a corrective action plan and specified status reports that become a contract performance expectation.
 - c. The withholding of payment, in the event that the above noted items have not been successful, the withholding of payment shall be in accordance with MSHN [Compliance: Provider Contract Non-Compliance Procedure](#). Prior to withholding payment, MSHN will give sixty (60) days' notice to allow for a period of correction, except for occurrences of required reports not being submitted as outlined in Section H.2 – Delinquent Reports.
 - d. Recoupment of monies from disbursement.
 - e. Revocation or suspension of identified applicable delegated functions and/or authorizations until such time as the non-compliance issue(s) have been corrected.
 - f. Contract termination in instances of material breach, or where the identified steps above have not resolved the deficiency.
2. **Delinquent Reports:** For sanctions related to required reporting compliance issues as indicated in the Delinquency Procedure for SUD Providers and on Attachment "Reporting Requirements for MSHN SUD Providers FY2024~~3~~" and/or other reporting requests with due date(s), and/or requested information with due date(s), MSHN may delay scheduled payment to the PROVIDER if not submitted on time as indicated on Attachment "Reporting Requirements for MSHN SUD Providers FY 2024~~3~~" and/or other reporting requests with due date(s), and/or requested information with due date(s), until such time as compliance is achieved. (NOTE: MSHN may apply this sanction in a subsequent payment cycle should the required reports, as indicated on Attachment "Reporting Requirements for MSHN SUD Providers FY 2024~~3~~" and/or other reporting requests with due date(s), and/or requested information with due date(s), not be submitted as required).

I. Special Certification

The individual or officer signing this Agreement certifies by his or her signature that he or she is authorized to sign this Agreement on behalf of the responsible governing board, official, or contractor. PROVIDER further acknowledges that they have reviewed the [MSHN-SUDSP Manual](#).

MSHN

By: _____

Its: Chief Executive Officer

Printed Name: Joseph Sedlock

Date:

«PROVIDER»

By: _____

Its: _____

Printed Name: _____

Date: _____

ATTACHMENT A: STATEMENT OF WORK

1. [MSHN-SUDSP Manual](#): PROVIDER will comply with all requirements and procedures contained within the MSHN-SUDSP Manual. The MSHN SUDSP Provider Manual is incorporated into this agreement by reference and made a part hereof.
2. **Communicable Diseases**: P.A. 368 requires that health professionals comply with specified reporting requirements for communicable diseases and other health indicators. PROVIDER is required to ensure the confidentiality of identified HIV-positive consumers, and must have procedures and/or policies to ensure protection of the consumer's HIV status. PROVIDER must assure that all prevention staff attend communicable diseases trainings as required. The Level One training can be found online.
3. **Consumer Satisfaction Surveys**: Prevention PROVIDER is required to collect consumer satisfaction with programming. This may be collected through adding one or two questions on post-test or program evaluation forms. PROVIDER acting as their County's SUD Coalition Coordinator should also conduct a yearly evaluation of the coalition.
4. **Data Reporting Requirements**: PROVIDER must comply with data reporting requirements contained in this contract. The PROVIDER is responsible for submitting timely reports to the PAYOR, as may from time to time be required by the PAYOR, complying with all reporting requirements as specified in this agreement, the MDHHS/PIHP Master Agreement, MSHN SUD Providers Manual and the MDHHS SUD Provider Manual and Requirements.
5. **Notice of Funding Excess or Insufficiency**: PROVIDER, if applicable, should advise MSHN in writing by March 30th and immediately any time thereafter if the amount of MSHN funding appears to be insufficient.
6. **Hypodermic Needles**: PROVIDER assures that no Federal, or State, funds will be used to provide consumers with hypodermic needles or syringes enabling such consumers to use illegal drugs.
7. **Charitable Choice (Faith-based PROVIDER Only)**:
 - a) Regulations:
 - i. The faith-based organization is based on the self-identification as a faith-based organization.
 - ii. The faith-based organization is eligible to participate as a network PROVIDER.
 - iii. Consumers receiving services from a faith-based organization who objects to the religious character has a right to notice, referral, and alternative services that meets the standards of timeliness, capacity, accessibility, and equivalency.
 - iv. The transferring faith-based organization PROVIDER must notify the alternative PROVIDER, and
 - v. Notify MSHN UM Department (Access Center) of the transfer. Utilizing the REMI System can help facilitate this transfer.
 - b) Procedures: Under Charitable Choice, States, local governments, and religious organizations, such as SAMHSA grant recipients (including faith-based PROVIDER s) must:
 - i. Provide notice to all potential and actual consumers of their right to alternative services.
 - ii. Refer program consumers to alternative services as needed / requested.
 - iii. The notice is to read, "No PROVIDER of substance use disorder 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 use disorder services. The referral, and your receipt of alternative services, must occur within a reasonable period of time after your request them. The alternative PROVIDER must be accessible to you and have the capacity to provide substance use disorder 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.”

8. **ROSC Participation:** MSHN will continue leading the journey of transformational system change to build a better, more Recovery Oriented Systems of Care (ROSC) in the region. This systems change will be inclusive and a long-term process that will entail changes not only for PROVIDER s of services and supports but for all parts of the system including fiscal, policy, regulatory and administrative strategies. MSHN wants to ensure that this process represents a broad range of stakeholder viewpoints.
- a) We believe in the value of collaboration and cooperation of efforts in order to effect positive change in communities/counties. We will act consistent with this belief and expect that you join us.
 - b) We believe the process of systems change is really a process of community change. It requires the united passion, critical thinking, and collaboration of a variety partners in all of our communities/counties. We will act consistent with this belief and ask that you join us.
 - c) We believe recovery exists on a continuum of improved health and functioning in which there are a variety of diverse roles for all involved to provide input. These roles include prevention and treatment PROVIDER's, peer support specialists, community based support services, and others. All of these roles are equally appreciated, valued, and needed in order to promote sustained health and wellness in our communities/counties. We will act consistent with this belief and ask that you join us.
 - d) We believe that only together can we make sustained recovery a reality for individuals, families, and communities in the communities/counties we serve. We ask that you join us and accept our commitment to act consistent with this belief.

Therefore, all PROVIDER partners shall engage in this process; shall participate and provide input in the development of Recovery Oriented Systems of Care (ROSC) for the region and at local/county levels.

MSHN asks that PROVIDER partner identify a minimum of one representative to participate in MSHN-convened ROSC meetings. Participation can be defined as in person, by phone, videoconference, or connection through email list-serve.

ATTACHMENT B: COST REIMBURSEMENT

FY 2024³ PREVENTION FUNDING ALLOCATION SUMMARY «PROVIDER»

Cost-Reimbursement

A total cost estimate is determined before contract work commences. The contractor cannot exceed the maximum without the contracting officer's permission. The final pricing will be determined when the contract is completed, or at some other previously established date in the contracting period.

- 1.) Provider must administer activities and programs as approved by MSHN in their annual plan. If provider wishes to add, delete or modified approved programming, they must receive written permission from MSHN Prevention Staff.
- 2.) If provider is the designated fiduciary for discretionary coalition funding, provider should provide coalition members with a budget update as a standing agenda item on coalition agenda. All coalition approved expenditures of these funds should be identified in coalition minutes.

SUD Services (By Fund Type)	
Cost Reimburse (Block Grant; Medicaid; Healthy Michigan; PA2)	«SERVICES»
SOR Grant (Assistance Listings # 93.788)	«SOR_Services»

If Provider is awarded SOR Grant funds, Provider shall fulfill the expectations and standards of the NOA & FOA as highlighted below:

- ~~• SOR sub-grantees must utilize third party and other revenue realized from the provision of services to the extent possible and use SAMHSA grant funds only for services to individuals who are not covered by public or commercial health insurance programs, individuals for whom coverage has been formally determined to be unaffordable, or for services that are not sufficiently covered by an individual's health insurance plan. SOR sub-grantees are also expected to facilitate the health insurance application and enrollment process for eligible uninsured clients.~~
- ~~• SOR sub-grantees' performance will be monitored by MSHN via monthly progress/outcomes reports.~~
- ~~• Criminal background checks must be part of SOR sub-grantees' condition for employment.~~
- ~~• SOR sub-grantees must have business practices and processes in place to ensure client confidentiality per Title 42 of the Code of Federal Regulations, Part II.~~
- ~~• SOR sub-grantees must operate within a recovery-oriented system of care that will improve retention in care.~~
- ~~• SOR sub-grantees receiving SOR funds must meet obligations under the Government Performance and Results (GPRA) Modernization Act of 2010.~~
- ~~• SOR sub-grantee prevention providers must employ evidence-based practices (Botvin's LifeSkills, Prime for Life, etc.) and use them with fidelity to the model. MSHN will monitor for fidelity.~~
- ~~• Grant funds may be used to supplement existing activities. Grant funds may not be used to supplant current funding of existing activities. "Supplant" is defined as replacing funding of a recipient's existing program with funds from a federal grant.~~

- The SOR NOA & FOA attachments can be found on the MSHN website. **Cost-Reimbursement**
- A total cost estimate is determined before contract work commences. The contractor cannot exceed the

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maximum without the contracting officer's permission. The final pricing will be determined when the contract is completed, or at some other previously established date in the contracting period.

- If Provider is awarded SOR-local or federal supplemental block grant funds, Provider shall Grant funds. Provider shall fulfill the expectations and standards of the notices of award(s) (NOA), as summarized NOA & FOA as highlighted below:
- Provider SOR sub-grantees must utilize third party and other revenue realized from the provision of services to the extent possible and use SAMHSA/other grant funds only for services to individuals who are not covered by public or commercial health insurance programs, individuals for whom coverage has been formally determined to be unaffordable, or for services that are not sufficiently covered by an individual's health insurance plan. SOR sub-grantees are Provider is also expected to facilitate the health insurance application and enrollment process for eligible uninsured clients.
- SOR sub-grantees' Provider performance will be monitored by MSHN via monthly progress/outcomes reports.
- Criminal background checks must be part of SOR sub-grantees Providers' conditions for employment.
- SOR sub-grantees Provider must have business practices and processes in place to ensure client confidentiality per Title 42 of the Code of Federal Regulations, Part II.
- SOR sub-grantees Provider must operate within a recovery-oriented system of care that will improve retention in care.
- SOR sub-grantees Provider must meet obligations under the Government Performance and Results (GPRA) Modernization Act of 2010.
- SOR sub-grantee treatment p Providers must employ evidence-based practices (MAT, Project ASSERT, etc.) and use them with fidelity to the model. MSHN will monitor for fidelity.
- Grant funds may be used to supplement or expand existing activities. Grant funds may not be used to supplant current funding of existing activities. "Supplant" is defined as replacing funding of a recipient's existing program with funds from a local or federal grant.
- 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 . . . and public policy 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.
- Grant funds for treatment and recovery support services shall only be utilized to provide services to individuals that specifically address opioid and stimulant misuse issues. If an opioid misuse problem (history) exists concurrently with other substance use, all substance use issues may be addressed. Individuals who have no history of or no current issues with opioid or stimulant misuse shall not receive treatment or recovery services with grant funds.
- Provider may not use grant funds for DATA waiver training.
- Provider is required to comply with all applicable requirements of Charitable Choice regulations. Provider must ensure that treatment clients and prevention services recipients are notified of their right to request alternative services. Notice may be provided by the AMS or by faith-based providers. The PIHP must assign responsibility for providing the notice to the AMS, to providers, or both.
- Funds may not be expended through the grant by Provider which would deny any eligible client, patient or individual access to their program because of their use of FDA-approved medications for the treatment of substance use disorders (e.g., methadone, buprenorphine products including buprenorphine/naloxone combination formulations and buprenorphine monoprodukt formulations, naltrexone products including extended-release and oral formulations or long acting products such as extended release injectable or implantable buprenorphine.) Specifically, patients must be allowed to participate in methadone treatment rendered in accordance with current federal and state methadone dispensing regulations from an Opioid Treatment Program and ordered by a physician who has

evaluated the client and determined that methadone is an appropriate medication treatment for the individual's opioid use disorder. Similarly, medications available by prescription or office-based implantation must be permitted if it is appropriately authorized through prescription by a licensed prescriber or provider. In all cases, MAT must be permitted to be continued for as long as the prescriber or treatment provider determines that the medication is clinically beneficial. Recipients must assure that clients will not be compelled to no longer use MAT as part of the conditions of any programming if stopping is inconsistent with a licensed prescriber's recommendation or valid prescription.

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SUD Services Funding (By Fund Type)	
Cost Reimbursement (Block Grant)	\$«BLOCK_GRANT»
SOR Grant (Assistance Listings # 93.788)	\$«SOR»
PA2	\$«PA2»
GRAND TOTAL COST REIMBURSEMENT ALLOCATION	\$«Approved_Total_Prevention_Funding»

ATTACHMENT C: HIPAA/HITECH BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement ("Addendum") supplements and is incorporated into the agreement between the MSHN (COVERED ENTITY) and the Provider («PROVIDER»; BUSINESS ASSOCIATE OR "BA"), and is effective as of the date of the use or disclosure of Protected Health Information ("PHI") as defined below (the "Addendum Effective Date").

WHEREAS, the Parties wish to enter into or have entered into the Agreement whereby Business Associate will provide certain services to, for, or on behalf of Covered Entity which may involve the use or disclosure of PHI, and, in such event, pursuant to such Agreement, Business Associate may be considered a "Business Associate" of Covered Entity as defined below;

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with, to the extent applicable, the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Standards for Privacy of Individually Identifiable Health Information promulgated thereunder by the U.S. Department of Health and Human Services at 45 CFR Part 160 and Part 164 (the "Privacy Rule"), the Standards for the Security of Electronic Protected Health Information promulgated thereunder by the U.S. Department of Health and Human Services at 45 CFR Part 160, Part 162, and Part 164 (the "Security Rule"), and the Health Information Technology for Economic and Clinical Health Act ("HITECH Act");

WHEREAS, the purpose of this Addendum is to satisfy, to the extent applicable, certain standards and requirements of HIPAA, the Privacy Rule, the Security Rule and the HITECH Act, including applicable provisions of the Code of Federal Regulations ("CFR");

NOW, THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the Parties agree as follows:

1. Definitions.

a. "Business Associate" in addition to identifying one of the Parties to this Addendum as set forth above, shall have the meaning given to such term under 45 CFR § 160.103.

b. "Breach" means the acquisition, access, use, or disclosure of protected health information in a manner not permitted under subpart E of 45 CFR Part 164 which compromises the security or privacy of PHI:

(i) For purposes of this definition, compromises the security or privacy of the protected health information means poses a significant risk of financial, reputational, or other harm to the individual.

(ii) A use or disclosure of protected health information that does not include the identifiers listed at 45 CFR 164.514(e)(2), date of birth, and zip code does not compromise the security or privacy of the protected health information.

The term "Breach" excludes:

(i) Any unintentional acquisition, access, or use of protected health information by a workforce member or person acting under the authority of a covered entity or a business associate, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of 45 CFR Part 164.

(ii) Any inadvertent disclosure by a person who is authorized to access protected health information at a covered entity or business associate to another person authorized to access protected health information at the same covered entity or business associate, or organized health care arrangement in which the covered entity participates, and the information received as a result of

such disclosure is not further used or disclosed in a manner not permitted under subpart E of 45 CFR Part 164.

(iii) A disclosure of protected health information where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

c. "Covered Entity" in addition to identifying one of the Parties to this Addendum as set forth above, shall have the meaning given to such term under 45 CFR § 160.103.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR §164.501.

e. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium, including paper record, audio recording, or electronic format:

(i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care (which includes care, services, or supplies related to the health of an individual) to an individual; or the past, present or future payment for the provision of health care to an individual; and

(ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and

(iii) that shall have the meaning given to such term under 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

f. "Electronic Protected Health Information" or "ePHI" means PHI transmitted by, or maintained in, electronic media, as defined in 45 CFR § 160.103.

g. "Individual" shall have the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502.

h. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.103.

i. "Secretary" shall mean Secretary of the Department of Health and Human Services or designee.

j. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, as defined in 45 CFR § 164.304.

k. "Unsecured Protected Health Information" or "UPHI" shall mean unsecured PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5 on the HHS Web site.

l. "Catch-All Definition" Terms used, but not otherwise defined in this Addendum shall have the same meanings as those terms in the Agreement, the Privacy Rule, the Security Rule, or the HITECH Act, as the case may be.

2. Rights and Obligations of Business Associate.

a. Permitted Uses and Disclosures. Except as otherwise Required by Law or limited in this Addendum or the Agreement, Business Associate may use or disclose PHI as permitted by the Privacy Rule and to

perform functions, activities, or services to, for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule or the Security Rule if made by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. Business Associate may use or disclose PHI for the proper management and administration of the Business Associate as permitted by the Privacy Rule.

b. Nondisclosure. Business Associate shall not use or further disclose PHI other than as permitted or required by this Addendum or the Agreement or as Required by Law.

c. Safeguards. Business Associate shall use appropriate and reasonable safeguards to prevent use or disclosure of PHI other than as provided for by this Addendum. To the extent applicable, Business Associate shall comply with the Security Rule's administrative, technical and safeguard requirements. In addition, to the extent applicable, Business Associate shall implement Administrative Safeguards, Physical Safeguards, and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, or transmits on behalf of Covered Entity and shall maintain and implement reasonable policies and procedures that prevent, detect, contain and correct security violations of ePHI. Risk analysis is a requirement in § 164.308(a)(1)(ii)(A). Conducting a risk analysis is the first step in identifying and implementing safeguards that comply with and carry out the standards and implementation specifications in the Security Rule. Business Associate shall attest to conducting an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of electronic protected health information held by the Business Associate. Business Associate shall make its policies, procedures and documentation required by the Security Rule relating to the Safeguards available to the Secretary for the purpose of determining Covered Entity's compliance with the Security Rule.

d. Reporting of Disclosures. Business Associate shall report to Covered Entity any use or disclosure of PHI not provided for by this Addendum of which Business Associate becomes aware. In addition, from and after execution of this Addendum, Business Associate shall report to Covered Entity any Security Incident of which it becomes aware.

e. Notification in Case Breach. If Business Associate and/or Covered Entity access, maintain, retain, modify, record, store, destroy, or otherwise hold, use, or disclose UPHI, and Business Associate becomes aware of a Breach of such UPHI, Business Associate shall notify Covered Entity of such Breach in writing within thirty (30) days of discovery of such Breach. Such notice shall include the identification of each individual whose UPHI has been, or is reasonably believed by Business Associate to have been accessed, acquired, or disclosed during such Breach.

f. Business Associate's Agents. Business Associate shall ensure that any agents, including sub Providers, to whom Business Associate provides PHI received from (or created or received by Business Associate on behalf of) Covered Entity agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI. In addition, Business Associate shall ensure that any agent, including a sub Provider, to whom it provides ePHI received from Covered Entity agrees to implement reasonable and appropriate safeguards to protect it.

g. Access to PHI. To the extent applicable, Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524 (if Business Associate has PHI in a Designated Record Set).

h. Amendment of PHI. To the extent applicable, Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

i. Documentation and Accounting of Disclosures. To the extent applicable, Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. To the extent applicable, Business Associate agrees to provide to Covered Entity or an Individual, in time and manner reasonably designated by Covered Entity, information

collected in accordance with this Addendum, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

j. Internal Practices. Subject to any applicable legal privilege, and, if required by law, to the extent consistent with ethical obligations, Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from Covered Entity (or created or received by Business Associate on behalf of Covered Entity) available, within 15 business days, to the Secretary for purposes of the Secretary determining the Covered Entity's compliance with HIPAA and the Privacy Rule.

k. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI in violation of the requirements of this Addendum.

3. Obligations of Covered Entity.

a. Covered Entity shall provide Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.

b. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522.

d. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if made by Covered Entity, to the extent that such change may affect Business Associate's use or disclosure of PHI.

e. Covered Entity shall use appropriate and reasonable safeguards to prevent use or disclosure of PHI. Covered Entity shall comply with the Security Rule's administrative, technical and safeguard requirements. In addition, Covered Entity shall implement Administrative Safeguards, Physical Safeguards, and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, or transmits and shall maintain and implement reasonable policies and procedures that prevent, detect, contain, and correct security violations of ePHI. Covered Entity shall make its policies, procedures, and documentation required by the Security Rule relating to the Safeguards available to the Secretary for the purpose of determining Covered Entity's compliance with the Security Rule.

f. Covered Entity agrees to mitigate, to the extent practicable, any harmful effect that is known to Covered Entity of a use or disclosure of PHI or a Breach of UPHI by Covered Entity in violation of legal requirements.

g. Covered Entity agrees to ensure that any agent, including a sub Provider, to whom it provides PHI agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

h. Covered Entity shall comply with the administrative requirements set forth in the HIPAA Privacy Rule Part 164.

4. Term and Termination.

a. Term. The Term of this Addendum shall become effective as of the Effective Date of the preceding agreement that this addendum is incorporated into and shall terminate upon the termination date identified in the preceding agreement **AND** when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, the parties agree that the protections, limitations, and

restrictions contained in this Addendum shall be extended to such information, in accordance with the termination provisions of this Section. The provisions of this Addendum shall survive termination of the Agreement to the extent necessary for compliance with HIPAA and the Privacy Rule and Security Rule.

b. Material Breach. A material breach by either party of any provision of this Addendum shall constitute a material breach of the Agreement.

c. Reasonable Steps to Cure. If Covered Entity learns of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of the Business Associate's obligations under the provisions of this Addendum, then Covered Entity shall provide written notice to Business Associate of the breach and Business Associate shall take reasonable steps to cure such breach or end such violation, as applicable, within a period of time which shall in no event exceed thirty (30) days. If Business Associate's efforts to cure such breach are unsuccessful, Covered Entity may terminate the Agreement immediately upon written notice.

d. Effect of Termination.

1. Except as provided in paragraph 2 of this Section 4(d), upon termination of the Agreement for any reason, Business Associate shall return or destroy all PHI received from Covered Entity (or created or received by Business Associate on behalf of Covered Entity) that Business Associate still maintains in any form, and shall retain no copies of such PHI.

2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible, and shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. The obligations of Business Associate under this Section 4(d)(2) shall survive the termination of the Agreement.

5. Amendment to Comply with Law. The Parties acknowledge that amendment of the Agreement may be required to ensure compliance with the applicable standards and requirements of HIPAA, the Privacy Rule, the Security Rule, the HITECH Act and other applicable laws relating to the security or confidentiality of PHI and/or ePHI. Upon Covered Entity's request, Business Associate agrees to promptly enter into negotiations with Covered Entity concerning the terms of an amendment to the Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule, the Security Rule, the HITECH Act, or other applicable laws relating to security and privacy of PHI and/or ePHI. Covered Entity may terminate the Agreement upon thirty (30) days' written notice in the event Business Associate does not promptly enter into negotiations to amend the Agreement when requested by Covered Entity pursuant to this Section, or Business Associate does not enter into an amendment to the Agreement in order to bring it into compliance with, to the extent applicable, HIPAA, the Privacy Rule, the Security Rule, the HITECH Act or other applicable laws relating to security and privacy of PHI and provide assurances regarding the safeguarding of PHI and/or ePHI that Covered Entity, in its reasonable discretion, deems sufficient to satisfy the standards and requirements of HIPAA, the Privacy Rule, the Security Rule, or any other applicable laws relating to security and privacy of PHI and/or ePHI.

6. Effect on Agreement. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with a material term of this Addendum, all other terms of the Agreement shall remain in full force and effect.

7. Regulatory References. A reference in this Addendum to a section in the Privacy Rule or Security Rule means the section as in effect or as amended, and for which compliance is required.

The SUD Provider attests that a risk analysis has been completed as part of their security management process and is in accordance with 45 CFR 164.306 and 164.308 (a)(1)(ii)(A). The SUD Provider agrees to provide a copy of the risk analysis to the PIHP, upon request.

ATTACHMENT D: REPORTING REQUIREMENTS FOR MSHN SUD PROVIDERS
FY202~~43~~
(SENT AS SEPARATE PDF ATTACHMENT)

ATTACHMENT E: MSHN TRAINING GRID
(SENT AS SEPARATE PDF ATTACHMENT)