

MUSKEGON COUNTY BOARD OF COMMISSIONERS

Human Services Committee

AGENDA

via Zoom and in-person at: Michael E. Kobza Hall of Justice, 990 Terrace Street, Muskegon, MI 49442

November 2, 2021 - 3:00 p.m.

Marcia Hovey-Wright, Chair
Zach Lahring, Vice-Chair

Connect to Zoom from your computer, tablet or smartphone at:

<https://us06web.zoom.us/j/89612733313?pwd=aVo2RHRrb05OMGZwTkhIVjIMUVdMz09>

Phone: (312) 626-6799

Meeting ID: 896 1273 3313

Passcode: 712372

Cell phones may mute & unmute by dialing *6
Raise and lower hand to speak by dialing *9

To raise your digital hand from your PC or
MAC, at the bottom of the window on the right
side of the screen, click the button labeled
"Raise Hand"

View the meeting on Facebook at:

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1. Call to Order
2. Roll Call (w/location)
3. Approval of Minutes of October 5, 2021
4. Public Comment (on an agenda item)
5. Items for Consideration

HS21/11 – 27

(Public Health/Kathy Moore) Move to approve additional funding for FY22 in the amount of \$21,250 for Living Word Church for Snow Removal; to amend the budget accordingly and to authorize the designated Senior Millage Grants Administrator, Senior Resources to proceed with the administration of the programs. **(Page 5)**

HS21/11 – 28

(Public Health/Kathy Moore) Move to approve additional funding for FY22 in the amount of \$17,875 for Living Word Church for Lawn Care; to amend the budget accordingly and to authorize the designated Senior Millage Grants Administrator, Senior Resources to proceed with the administration of the programs. **(Page 6)**

HS21/11 – 29

(Public Health/Kathy Moore) Move to approve additional Senior Millage funding for FY22 in the amount of \$8,228 for a total of \$613,074 funds to the local municipalities to coordinate and provide services, programs and/or activities for seniors in their jurisdiction; and amend the budget accordingly. **(Page 7)**

Public Comment

Persons may address the Commission during the time set aside for Public Comment or at any time by suspension of the rules. All persons must address the Commission and state their name for the record. Comments shall be limited to **two (2) minutes** for each participant, unless time is extended prior to the public comment period by a vote of the majority of the Commission.

HS21/11 – 30

(Public Health/Kathy Moore) Authorize Public Health to accept funding from the Lakeshore Regional Entity in the amount of \$336,000 for substance abuse prevention services in Muskegon County effective October 1, 2021 to September 30, 2022; adjust the budget accordingly and further authorize the Public Health Director to sign the related agreement. **(Page 9)**

HS21/11 – 31

(Public Health/Kathy Moore) Authorize Public Health to FY22 Lakeshore Regional Entity Gambling Disorder Prevention Project Grant in the amount of \$35,000; adjust the budget accordingly and further authorize the Public Health Director to sign the related agreement. **(Page 31)**

HS21/11 – 32

(Public Health/Kathy Moore) Authorize Public Health to accept the Lakeshore Regional Entity COVID-19 Block Grant funding in the amount of \$55,785; adjust the budget accordingly and further authorize the Public Health Director to sign the related agreement. **(Page 34)**

6. Unfinished Business
7. New Business
8. Public Comment
9. Final Board Comment
10. Adjourn (call of the Chair)

AMERICAN DISABILITY ACT POLICY FOR ACCESS TO OPEN MEETINGS OF THE MUSKEGON COUNTY BOARD OF COMMISSIONERS AND ANY OF ITS COMMITTEES OR SUBCOMMITTEES

The County of Muskegon will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities who want to attend the meeting upon 24-hours' notice to the County of Muskegon. Individuals with disabilities requiring auxiliary aids or services should contact the County of Muskegon by writing or calling: Administration, 990 Terrace Street, Muskegon, MI 49442 (231) 724-6520

MUSKEGON COUNTY BOARD OF COMMISSIONERS

Human Services Committee

via Zoom and in-person at: Michael E. Kobza Hall of Justice, 990 Terrace Street, Muskegon, MI 49442

October 5, 2021 – 3:00 p.m.

Marcia Hovey-Wright, Chair
Zach Lahring, Vice-Chair

MINUTES

CALL TO ORDER

The meeting was called to order by Commissioner Hovey-Wright at 3:32 p.m.

ROLL CALL

Present: Doug Brown, Kim Cyr, Susie Hughes, Zach Lahring, Charles Nash, Malinda Pego, Bob Scolnik, Rillastine Wilkins, Marcia Hovey-Wright

Also Present: Mark Eisenbarth, County Administrator (via Zoom);
Kathy Tharp, Administrative Coordinator

APPROVAL OF MINUTES

It was moved by Commissioner Hughes, supported by Commissioner Wilkins, to approve the minutes of the September 7, 2021 meeting as written. (Voice Vote) **Motion Carried.**

PUBLIC COMMENT

MSU Extension Director James Kelley gave an update to the Board.

ITEMS FOR CONSIDERATION

HS21/10 - 25 It was moved by Commissioner Nash, supported by Commissioner Hughes, to accept the "Agreement for Extension Services" submitted by Michigan State University (MSU) Extension for FY22 programs and services, with no change in general fund allocation; and authorize the Board Chair to sign.

Roll Call:

Yes: Susie Hughes, Zach Lahring, Charles Nash, Bob Scolnik, Rillastine Wilkins, Doug Brown, Kim Cyr, Marcia Hovey-Wright

No: Malinda Pego

Motion carried.

HS21/10 - 26 It was moved by Commissioner Nash, supported by Commissioner Brown, to approve additional funding for FY21 in the amount of \$5,292.36 for Orchard View Community Education for Senior Activities; and to authorize the designated Senior Millage Grants Administrator, Senior Resources to proceed with the administration of the programs.

Roll Call:

Yes: Zach Lahring, Charles Nash, Malinda Pego, Bob Scolnik, Rillastine Wilkins, Doug Brown, Susie Hughes, Kim Cyr, Marcia Hovey-Wright

No: None

Motion carried.

UNFINISHED BUSINESS

None

NEW BUSINESS

None

PUBLIC COMMENT

Jennifer Hodges addressed the Board regarding the receipt of a check for the Township.

FINAL BOARD COMMENT

None

ADJOURNMENT

There being no further business to come before the Human Services Committee, the meeting adjourned at 3:41 p.m.

Muskegon County Human Services Committee

Request for Board Consideration

Requestor: Kathy Moore

Committee Date: 2021-11-02

Requesting Department: Public Health

Full Board Date: 2021-11-09

Budget: Budgeted

Agenda Number: HS21/11 - 27

Suggested Motion: *(State the following exactly as it should appear in the minutes.)*

Move to approve additional funding for FY22 in the amount of \$21,250 for Living Word Church for Snow Removal; to amend the budget accordingly and to authorize the designated Senior Millage Grants Administrator, Senior Resources to proceed with the administration of the programs.

Summary of Request: *(General description of financing, other operational impact, possible alternatives.)*

At its regular meeting on October 19, 2021, the Senior Activities Committee (SAC) reviewed and moved to recommend additional funding for FY22 in the amount of \$21,250 for a total of \$96,250 for Living Word Church for Snow Removal. The original request was for 100 seniors at \$38.50 per push for 20 pushes per season. The increase would be for 125 seniors at \$38.50 per push for 20 pushes per season.

Kristen Wade, HR Director Analysis Required? No	Finance Manager: <input checked="" type="checkbox"/> 
Michael Homier, Corporate Counsel Analysis Required? No	Mark Eisenbarth, County Administrator Recommendation: <input checked="" type="checkbox"/> 

Muskegon County Human Services Committee

Request for Board Consideration

Requestor: Kathy Moore

Committee Date: 2021-11-02

Requesting Department: Public Health

Full Board Date: 2021-11-09

Budget: Budgeted

Agenda Number: HS21/11 - 28

Suggested Motion: *(State the following exactly as it should appear in the minutes.)*

Move to approve additional funding for FY22 in the amount of \$17,875 for Living Word Church for Lawn Care; to amend the budget accordingly and to authorize the designated Senior Millage Grants Administrator, Senior Resources to proceed with the administration of the programs.

Summary of Request: *(General description of financing, other operational impact, possible alternatives.)*

At its regular meeting on October 19, 2021, the Senior Activities Committee (SAC) reviewed and moved to recommend additional funding for FY22 in the amount of \$17,875 for a total of \$56,875 for Living Word Church for Lawn Care. The original request was for 100 seniors at \$30.00 each for 13 visits per season. The increase would be for 125 seniors at \$35.00 each for 13 visits per season.

Kristen Wade, HR Director Analysis Required? No	Finance Manager: <input checked="" type="checkbox"/> 
Michael Homier, Corporate Counsel Analysis Required? No	Mark Eisenbarth, County Administrator Recommendation: <input checked="" type="checkbox"/> 

Muskegon County Human Services Committee

Request for Board Consideration

Requestor: Kathy Moore

Committee Date: 2021-11-02

Requesting Department: Public Health

Full Board Date: 2021-11-09

Budget: Budgeted

Agenda Number: HS21/11 - 29

Suggested Motion: *(State the following exactly as it should appear in the minutes.)*

Move to approve additional Senior Millage funding for FY22 in the amount of \$8,228 for a total of \$613,074 funds to the local municipalities to coordinate and provide services, programs and/or activities for seniors in their jurisdiction; and amend the budget accordingly.

Summary of Request: *(General description of financing, other operational impact, possible alternatives.)*

At its regular meeting on November 12, 2019, the Board of Commissioners approved allocating 25% of the annual senior millage funds to the local municipalities to coordinate and provide service, programs and/or activities for seniors in their jurisdiction. Each municipality would receive a base funding of \$3,500 and additional funding based on the population of seniors in the municipality. To accept the optional funding each municipality must present a 1-2-page plan approved by their governing entity and endorsed by the jurisdictional county commissioner(s). The previous population formula was based on data from the U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates. The U.S. Census Bureau, 2020 American Community Survey is not yet available, but other recent references indicate an adjustment is warranted. The population formula was amended from 38,808 to 47,146. We would like to hold-harmless any municipality that would receive less than previous FY21 allocations. Recommend additional funding for FY22 in the amount of \$8,228 for a total of \$613,074 funds to the local municipalities to coordinate and provide services, programs and/or activities for seniors in their jurisdiction.

<p>Kristen Wade, HR Director Analysis Required? No</p>	<p>Finance Manager: <input checked="" type="checkbox"/> </p>
<p>Michael Homier, Corporate Counsel Analysis Required? No</p>	<p>Mark Eisenbarth, County Administrator Recommendation: <input checked="" type="checkbox"/> </p>

Municipality	Senior Population			Municipal Senior Millage Funding				County Commissioner
	Previous*	Estimate**	Change	FY20/21	Most Recent	Hold Harmless	Proposed FY21/22	
Blue Lake Township	456	675	219	\$9,273	\$10,807		\$10,807	Cyr
Casnovia Township	598	598	0	\$11,071	\$9,973	-\$1,098	\$11,071	Pego
Casnovia Village	76	76	0	\$4,462	\$4,323	-\$139	\$4,462	Pego
Cedar Creek Township	828	952	124	\$13,983	\$13,805	-\$177	\$13,983	Pego
Dalton Township	1942	2157	215	\$28,086	\$26,849	-\$1,237	\$28,086	Cyr, Brown
Egelston Township	1885	2445	560	\$27,364	\$29,967		\$29,967	Pego
Fruitland Township	1365	1994	629	\$20,781	\$25,085		\$25,085	Brown
Fruitport Village	308	341	33	\$7,399	\$7,191	-\$208	\$7,399	Lahring
Fruitport Charter Township	3198	3918	720	\$43,987	\$45,911		\$45,911	Lahring
Holton Township	505	698	193	\$9,893	\$11,056		\$11,056	Pego
Laketon Township	2103	2415	312	\$30,124	\$29,642	-\$482	\$30,124	Brown
Lakewood Club Township	224	253	29	\$6,336	\$6,239	-\$97	\$6,336	Cyr
Montague City	548	745	197	\$10,438	\$11,564		\$11,564	Cyr
Montague Township	480	527	47	\$9,577	\$9,205	-\$372	\$9,577	Cyr
Moorland Township	280	374	94	\$7,045	\$7,548		\$7,548	Pego
Muskegon City	7199	8355	1156	\$94,640	\$93,941	-\$699	\$94,640	Nash, Hovey-Wright, Wilkins
Muskegon Charter Township	3682	4636	954	\$50,114	\$53,684		\$53,684	Hughes
Muskegon Heights City	1429	2312	883	\$21,591	\$28,527		\$28,527	Wilkins
North Muskegon City	1102	1289	187	\$17,451	\$17,453		\$17,453	Brown
Norton Shores City	6375	7679	1304	\$84,208	\$86,623		\$86,623	Scolnik, Hovey-Wright, Wilkins
Ravenna Township	570	570	0	\$10,716	\$9,670	-\$1,046	\$10,716	Lahring
Ravenna Village	207	265	58	\$6,121	\$6,369		\$6,369	Lahring
Roosevelt Park City	947	976	29	\$15,489	\$14,065	-\$1,424	\$15,489	Hovey-Wright
Sullivan Township	733	742	9	\$12,780	\$11,532	-\$1,248	\$12,780	Lahring
White River Township	482	585	103	\$9,602	\$9,832		\$9,832	Cyr
Whitehall City	800	962	162	\$13,628	\$13,913		\$13,913	Cyr
Whitehall Township	486	607	121	\$9,653	\$10,071		\$10,071	Cyr
Totals	38808	47146	8338	\$585,812	\$604,845	-\$8,228	\$613,073	

*Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates (12/06/18)

**Source: U.S. Census Bureau, 2020 Population Survey Estimates (April 2021) - pending final report publication March 2022

Muskegon County Human Services Committee

Request for Board Consideration

Requestor: Kathy Moore

Committee Date: 2021-11-02

Requesting Department: Public Health

Full Board Date: 2021-11-09

Budget: Budgeted

Agenda Number: HS21/11 - 30

Suggested Motion: *(State the following exactly as it should appear in the minutes.)*

Authorize Public Health to accept funding from the Lakeshore Regional Entity in the amount of \$336,000 for substance abuse prevention services in Muskegon County effective October 1, 2021 to September 30, 2022; adjust the budget accordingly and further authorize the Public Health Director to sign the related agreement.

Summary of Request: *(General description of financing, other operational impact, possible alternatives.)*

Public Health is requesting authorization to renew the contract agreement with the Lakeshore Regional Entity for substance abuse prevention services in Muskegon County for FY22 in the amount of \$336,000.

Kristen Wade, HR Director Analysis Required? No	Finance Manager: <input checked="" type="checkbox"/> 
Michael Homier, Corporate Counsel Analysis Required? No	Mark Eisenbarth, County Administrator Recommendation: <input checked="" type="checkbox"/> 

SERVICES AGREEMENT

Between

LAKESHORE REGIONAL ENTITY

and

PUBLIC HEALTH MUSKEGON COUNTY

TERM / DATES

October 1, 2021 through September 30, 2022

This contract is between **PUBLIC HEALTH MUSKEGON COUNTY** (hereinafter referred to as “Provider”) located at **209 E APPLE AVE, MUSKEGON, MI 49442** and **LAKESHORE REGIONAL ENTITY** located at **5000 HAKES DRIVE, NORTON SHORES, MI 49441** (hereinafter referred to as “LRE”), each may be referred to hereinafter from time-to-time as “Party” or collectively referred to hereinafter from time-to-time as “Parties”. It is agreed that Provider is an independent provider at all times and for all purposes hereunder. The officers, employees, servants, and agents of Provider shall in no way be deemed to be and shall not hold themselves out as officers, employees, servants, or agents of LRE.

SECTION ONE GENERAL PROVISIONS

1.1 Purpose

Lakeshore Regional Entity (LRE) hereby contracts to purchase **SUBSTANCE USE DISORDER PREVENTION SERVICES** from Provider for residents of counties served within the Lakeshore Regional Entity (Allegan, Kent, Lake, Mason, Muskegon, Oceana, and Ottawa).

1.1.1 This Agreement is entered into for substance use disorder prevention services under the authority granted by 1978 PA 368, as amended. Provisions of those Acts, all rules promulgated and adopted under those Acts and applicable State and Federal laws and administrative rules shall govern the expenditure of funds and provision of services. This Agreement is entered into for services under the authority granted by the Michigan Department of Health and Human Services (hereinafter MDHHS) contracts with Lakeshore Regional Entity.

1.1.2 LRE acts as fiduciary for Medicaid funding from the State of Michigan. It is expressly understood and agreed by Provider that this Agreement is subject to the terms and conditions of the MDHHS/PIHP Master Contract, together with all attachments thereto, which are incorporated herein by reference. Copies of these contracts are available by request.

1.1.3 When providing services pursuant to this contract, Provider shall abide by the Provisions and requirements of services as set forth in the LRE Prevention Provider Manual and/or Public Health Code and Annual Plan for Substance Use Disorder services.

1.1.4 LRE agrees to provide payment to Provider for the purchase of authorized substance use disorder services. Conditions for payment are described in **Attachment B: Provider Services** which is considered to be part of this Agreement. LRE payment of funds for purposes of this contract is subject to and conditioned upon the receipt of funds for such purposes, those being Federal, State and/or Local funds.

1.1.5 Funds paid to Provider for the purchase of authorized mental health and/or substance use disorder services come from a variety of sources including Federal, State and Local sources, and as such, are subject to the rules, regulations, and laws of Federal, State and Local funding sources.

1.2 Period of Agreement

This Agreement shall be in effect from **October 1, 2021 through September 30, 2022** unless otherwise stated in **Attachment B**, or amended or terminated according to the provisions in this Agreement for amendment or termination.

1.3 Statement of Work

The Provider agrees to undertake, perform and complete the services described in **Attachment B: Provider Services** and **Attachment J: Prevention Provider Operations Manual** and/or applicable Policies that are hereby made a part of this Agreement through reference.

1.4 Method of Payment

The payment procedures shall be followed as described in **Attachment E: Financial Requirements** that is hereby made a part of this Agreement through reference.

1.5 Records of Individuals Served

- 1.5.1** Provider shall prepare and maintain complete and accurate records, in either paper or electronic form, for all Individuals receiving services. For purposes herein, references to any Individual's, clinical and/or program records shall mean such records in either paper or electronic form. The records shall contain such information as may be required by LRE, MDHHS and any other State or Federal agency with jurisdiction over the delivery of services contemplated under this Agreement. LRE shall supply Provider with copies of its clinical protocols and Provider must use the protocols in planning and providing treatment to Individuals. Unless a longer period applies under Michigan law, Provider shall retain all Individual medical records for at least seven (7) years after services are rendered, regardless of any change in ownership or termination of service for any reason, and, in the case of minor Individuals, until seven (7) years after such minor attains the age of majority. The provisions of this section shall survive the expiration or termination of this agreement, regardless of cause.
- 1.5.2** Provider shall make Individual records available to LRE, MDHHS and other State and Federal regulatory bodies having jurisdiction over the delivery of services to Individuals for purposes of assessing the quality of care or investigating individual grievances or complaints.
- 1.5.3** Provider shall retain all records in accordance with the retention schedules in place by the Department of Technology, Management and Budget's (DTMB) General Schedule #20 at https://www.michigan.gov/dtmb/0,5552,7-358_21738_31548-56101--,00.html and MCL 333.16213, unless these records are transferred to a successor organization or LRE is directed otherwise in writing by MDHHS. Medical records of an individual with SUD may not be disclosed to LRE without the Individual's consent except as allowed by State and Federal law, including 42 CFR Part 2. The provisions of this section shall survive the expiration or termination of this Agreement regardless of cause, including non-payment by LRE, insolvency or breach of this Agreement by either Party.
- 1.5.4** Upon receipt of written request from LRE, Provider shall transfer to LRE copies of all Individual records, and other data in the possession or control of Provider pertaining to the named Individual within ten (10) business days of such notice. In the event of an agency or program closure, Provider shall transfer to LRE copies of all Individual medical records, and other data in the possession or control of Provider pertaining to the named Individual within ten (10) business days of such notice.
- 1.5.5** Substance Use Disorder Records –Records shall be maintained by Provider consistent with Michigan and Federal law, including 1978 PA 368 and 42 CFR Part 2, and 42 USC 290dd-2. Provider will permit access to records by authorized representatives of LRE, MDHHS, the Federal Grantor Agency, Comptroller General of the United States, or any of their duly authorized representatives as allowed by State and Federal law, including 42 CFR Part 2.

1.6 Protected Health Information

- 1.6.1** To the extent the Parties to this Agreement are sharing client information and records in the course of providing care to LRE Individuals, such uses and sharing of information shall be done in accordance with each of the Parties' respective obligations under this Agreement, and in accordance with and pursuant to Federal and State laws and regulations, including the Health Insurance Portability and Accountability Act (hereinafter HIPAA) of 1996, 45 CFR Part 160 and 164, providing for the protection of patient/client health information, and the Health Information Technology for Economic

and Clinical Health Act (hereinafter HITECH), part of the American Recovery and Reinvestment Act, PL 111-5, 2009.

1.6.2 The Parties hereby agree to appropriately use and safeguard patient/client health information provided or disclosed to each other and to keep such information in strictest confidence in order to protect the privacy of all patients/clients, including but not limited to, providing Individuals with a Notice of Privacy Practice. In addition, the business affairs and information of the Parties, including, and without limitation to, information shared pursuant to this Agreement, are confidential and neither Party will discuss such matters with or disclose the contents of this Agreement to anyone who is not a trustee, officer, agent, or a fiduciary of either Party having a need to know such information in performance of his/her duties, all of whom shall be subject to this provision concerning confidentiality. The obligations set forth in this Section are intended to carry on beyond the term of this Agreement, irrespective of whether this Agreement is terminated as provided herein or expires by its own terms.

1.7 Transmittance of Information

Provider will provide and facilitate ready access of Individual records for referral of Individual(s) and for transmittal of information as required between Provider and other appropriate services to assure continuity of services to the Individual. Such transmittal of information shall be consistent with the MMHC for mental health clients and consistent with Federal rules that regulate the release of information for substance use disorder clients. Electronic Data Interchange (EDI) will comply with HIPAA.

1.8 Independent Contractor Status

In the performance of services to be provided by Provider pursuant to this Agreement, it is mutually understood and agreed that Provider and those providing services on Provider's behalf shall be and at all times are acting and performing as independent contractors of LRE. Nothing in this Agreement shall be construed as creating or implying any relationship of employment with LRE for any purpose whatsoever. Individuals rendering services on behalf of Provider pursuant to this Agreement shall be employees or contractors of Provider. Provider shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of LRE. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of LRE. Any such prohibited assignment or transfer shall be void.

With respect to its employees, Provider shall do the following:

1.8.1 Pay, or cause to be paid, all compensation and employment benefits of such persons.

1.8.2 Withhold, or cause to be withheld, all applicable Federal, State and Local taxes, including FICA.

1.8.3 Make, or cause to be made, any and all required payments relating to such employees, including any unemployment compensation fund payments.

1.8.4 Maintain, or cause to be maintained, Worker's Compensation Fund Insurance, as required under Michigan law.

1.9 Taxes

Provider shall be responsible for paying any taxes required by any State, Federal or Local taxing jurisdiction. Provider agrees that LRE is not responsible for any of its tax obligations and further

agrees that should LRE be compelled to pay any of its tax obligations, it shall promptly reimburse LRE for the full value of such paid tax obligation plus any applicable interest and penalty.

1.10 Termination of Agreement

1.10.1 This contract obligation is contingent upon the availability of sufficient funding. In the event circumstances occur which are not reasonably foreseeable, or are beyond the control of the Parties, reduces or otherwise interferes with the ability of LRE to provide or maintain services or operational procedures for its service area, LRE shall give immediate notice to Provider if it reduces or otherwise interferes with the ability of Provider to provide or maintain services or operational procedures for its service area. In such an event either Party may terminate this contract, a service(s), or program(s) as provided in this section or as otherwise mutually agreed to by the Parties.

This contract, service(s), or program(s) may be terminated or not renewed by either Party without cause with thirty (30) calendar days written notification to the other Party unless another date is mutually agreed to, in writing, by both Parties.

1.10. This contract, service(s), or program(s) may be terminated at the sole discretion of LRE with written notification to Provider for any of the following reasons:

1.10.2.1 Reduction in funding.

1.10.2.2 Material breach of the contract by Provider.

1.10.2.3 LRE determines or has reason to believe that the health, safety, or welfare of an Individual is jeopardized by continuation of the contract. (The Individual will be immediately transferred to a new provider by LRE.)

1.10.2.4 Provider commits any fraud or misrepresentation relating to the services performed under this contract.

1.11 Amendment of Agreement

The contract and its referenced attachments are intended by the Parties to constitute the entire and integrated understanding between them. The contract may be modified only by written amendment. No oral amendments can be made to this contract

1.12 Dispute Resolution

LRE and Provider agree to use a dispute resolution process to address any contract issue that cannot be resolved by LRE staff and Provider staff. The Parties will use the procedures outlined in LRE Policy **4.7 Network Provider Appeals and Grievances**.

SECTION TWO PROVIDER RESPONSIBILITIES

Provider agrees to the following:

- 2.1 Electronic Data Interchange (EDI) and Information Systems (IS)**
 - 2.1.1** To ensure that EDI, data handling, network configuration, systems security and data storage will be conducted in a manner that is in compliance with the security, privacy and administrative simplification mandates required by HIPAA and HITECH.
 - 2.1.2** To maintain an IS system sufficient to support the following requirements: history of encounter experiences for all persons in service; quality improvement; reporting of encounter data, financial data, client demographics, and service use and performance indicators; evaluation of services and programs.
 - 2.1.3** To maintain policy and procedures to ensure compliance with Federal, State and LRE stipulations regarding the integrity and security of IS, including the following: deterrence of sabotage, fraud and criminal mischief; facilitation of continued operation of the system in the event of an emergency; protection of confidentiality of client level information.

- 2.2 Data Management**
 - 2.2.1** Provider agrees to provide information to LRE related to encounters, services, and administrative costs as required by MDHHS, as described in **Attachment B: Provider Services** and **Attachment F: Data Requirements**.
 - 2.2.2** Provider shall implement tools to prevent unauthorized access and virus protection to its internal transaction and office system using planning, management, and system monitoring techniques. To ensure adequate system security, LRE reserves the right to require a review of Provider IS systems by a Third Party.

- 2.3 Reimbursement for Services**
 - 2.3.1** LRE shall reimburse the Provider at the rates identified in **Attachment B: Provider Services** for services rendered by the Provider that have been authorized by LRE. Actual payments are subject to Ability to Pay in accordance with Chapter 8 of the Michigan Mental Health Code (MMHC) and Chapter 8 of the Michigan Administrative Rules.
 - 2.3.2** For services provided to all Medicaid/SUD Block Grant/PA2 beneficiaries, Provider's maximum reimbursement (the sum of first Party, third Party, and LRE payments) shall not exceed the lesser of the third-Party payer's maximum allowed amount, LRE's contract rate, or Provider's reasonable and customary charge.

- 2.4 Provider Panel Eligibility Requirements**
 - 2.4.1 Exclusion of Certain Individuals and Entities from Participation in Medicare and State Health Care Programs.** To ensure compliance with the Social Security Act Sections 1128, 1128A, 1156, 42 CFR 438.6, 455.10 and 45 CFR Part 76, Provider must ensure the following:
 - 2.4.1.1** Provider and its subcontractors, board members, and employees are not debarred, suspended, proposed for debarment, declared ineligible, or excluded from a federal or state health care program.
 - 2.4.1.2** Provider and its subcontractors, board members, and employees have not 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/State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- 2.4.1.3 Provider and its subcontractors, board members, and employees are not indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated above (see subparagraph 2.4.1.2).
- 2.4.1.4 Provider and its subcontractors, board members, and employees have not within a three (3) year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2.4.1.5 Provider shall conduct an initial examination of federal and state databases of excluded parties and litigation checks. Such examination must take place at the time of hire, and monthly thereafter, for all Provider employees and persons joining Provider Board of Directors.
- 2.4.1.6 Provider will notify LRE immediately when there is litigation initiated against Provider.
- 2.4.1.7 Provider shall immediately disclose to LRE any information regarding the ownership or control by a person convicted of a criminal offense described under Sections 1128(a)(b) and 1128(b)(1), (2), or (3) of the Social Security Act and if any staff member, member of the Board of Directors, manager, or person with an employment, consulting or other arrangement with Provider has been convicted of a criminal offense described under Section 1128A of the Social Security Act.
- 2.4.1.8 Provider agrees to immediately notify LRE of any threatened, proposed, or actual exclusion from any federally funded health care program of it or its staff.

2.5 Accreditation

- 2.5.1 To maintain certification from a State and/or national accrediting organization recognized by MDHHS and Lakeshore Regional Entity. Accreditation may be issued by the following accrediting organizations:
 - 2.5.1.1 Joint Commission on Accreditation of Healthcare Organizations (JCAHO)
 - 2.5.1.2 CARF International
 - 2.5.1.3 Council on Accreditation for Families and Children (COA)
 - 2.5.1.4 American Osteopathic Association (AOA)
 - 2.5.1.5 National Committee for Quality Assurance (NCQA)
 - 2.5.1.6 Accreditation Association for Ambulatory Health Care (AAAHC) may be chosen as the organization's accrediting organization for Substance Use Disorder Providers only
- 2.5.2 To provide LRE with a copy of the accreditation notification letter or certificate. The survey report must be available to LRE upon request
- 2.5.3 To notify LRE of any changes or cancellation in accreditation status.

2.6 Financial Requirements

- 2.6.1 To use the accrual method of accounting.
- 2.6.2 To annually obtain a financial audit when total fiscal year revenue from all sources for Provider is \$750,000 or more. The American Institute of Certified Public Accountants Audit and Accounting Guides shall be used as applicable. The following items are specific requirements:
 - 2.6.2.1 The audit will cover Provider's fiscal year.

- 2.6.2.2 The audit must be performed by a Certified Public Accountant to ensure the financial statements are presented in conformance with accounting principles generally accepted in the United States of America.
- 2.6.2.3 The audit must include the required internal control and compliance reports when Government Auditing Standards (Yellow Book) or Single Audit requirements apply.
- 2.6.2.4 The audit must comply with regulations set forth in the Single Audit Act, OMB Circular A-87, and Circular A-122 when applicable. New grants after 12/26/2014 will follow the OMB Guidance 2 CFR 200.
- 2.6.2.5 Management letter issued as a result of the audit by the certified public accountant must be submitted to LRE.
- 2.6.2.6 To submit a separate schedule of revenue and expense by LRE program in accordance with LRE contract policy when Provider's fiscal year revenue from LRE is \$5 million or more.
- 2.6.3 To annually obtain a financial review when total fiscal year revenue for Provider is between \$100,000 and \$750,000, unless Provider is required to obtain an audit for some other reason. In cases where Provider's total fiscal year revenue is less than \$100,000, LRE may request a financial review. The American Institute of Certified Public Accountants Statements on Standards for Accounting and Review Services shall be used. The following items are specific requirements:
 - 2.6.3.1 The review will cover Provider's fiscal year.
 - 2.6.3.2 The review must be performed by a Certified Public Accountant to provide limited assurance that there are not material modifications that should be made to the financial statements in order for them to be in conformance with accounting principles generally accepted in the United States of America.
 - 2.6.3.3 Management letter issued as a result of the review by the Certified Public Accountant must be submitted to LRE.
- 2.6.4 To submit the items above to LRE Financial Compliance Auditor within one hundred and fifty (150) days following Provider's fiscal year end. Any deviation from this requirement must be requested in writing in advance and must be approved by LRE.
- 2.6.5 To submit a copy of Provider's Federal Form 990 – Return of Organization Exempt from Income Tax to LRE Financial Compliance Auditor within 30 days of submission to the Internal Revenue Service (IRS), if Provider is required to file Form 990 under IRS regulations.
- 2.6.6 Provider shall maintain all pertinent financial and accounting records and evidence pertaining to this contract based on financial and statistical records that can be verified by LRE and/or its auditors in accordance with LRE Retention Policy for financial and accounting records. Financial reporting shall be in accordance with Generally Accepted Accounting Principles (GAAP) applicable to State and local governments as promulgated by the Governmental Accounting Standards Board (GASB).
- 2.6.7 LRE, the Federal government, the State of Michigan, or their designated representatives shall be allowed to inspect, review, copy, and/or audit all financial records pertaining to this contract.

2.7 Solvency

Provider shall be financially solvent (having assets in excess of liabilities) prior to commencing services required in this Agreement. Provider shall give immediate notice to LRE of any change in financial position material to such solvency and to continuing in operation as a going concern, at any time during the term of this Agreement. If Provider is financially dependent on another

entity, the financial institution supporting Provider must demonstrate fiscal solvency. Proof of financial solvency will be provided at the time of contract initiation and annually thereafter.

2.8 Insurance Requirements

Procure and maintain the following insurance coverage:

2.8.1 Commercial General Liability or Self-Insurance Coverage:

2.8.1.1 Occurrence form including premises/operations and blanket contractual liability and products and completed operations. Exception: Claims form is allowed if Provider submits in writing that Provider's services under contract with LRE have been covered retroactively for all previous claims from periods that LRE has contracted with Provider. The coverage will be stipulated within Provider's current insurance Declaration page, a copy of which must be given to Lakeshore Regional Entity.

2.8.1.2 Minimum Limits: \$1,000,000/occurrence, \$3,000,000/aggregate – Bodily Injury, Personal Injury, Property Damage: (Broad form).

2.8.1.3 Provider shall maintain through the term of this Agreement the appropriate comprehensive general liability and professional liability insurance. The Provider will list LRE as an additional insured on an excess liability policy for the term of the agreement instead and provide a Certificate as evidence.

2.8.2 Automobile Liability:

2.8.2.1 Michigan No-Fault coverage and residual liability. Comprehensive form covering owned, non-owned and hired automobiles.

2.8.2.2 Minimum Limits: No-Fault coverage statutory. Combined single limit of \$1,000,000.

2.8.3 Worker's Compensation and Employer's Liability:

2.8.3.1 Statutory Coverage

2.8.3.2 Minimum Limits: Worker's Compensation Statutory

2.8.3.3 Employer's Liability: \$500,000/occurrence

2.8.4 Professional Liability

2.8.4.1 Coverage to extend to all operations and all employees and shall include contractual liability.

2.8.4.2 Minimum Limits: \$1,000,000/occurrence

2.8.4.3 Employee Dishonesty, Forgery and Alterations Blanket or Individual Bond to cover all employees and/or positions that have access to cash, checks or financial records.

2.8.4.4 Additional Insured: All Commercial General Liability Insurance, Umbrella/Excess Policies and Professional (Malpractice) Liability shall be endorsed to show LRE as additional insured.

2.8.4.5 Provision of Certificates: Certificates evidencing the above coverage with the minimum twenty (20) day cancellation clause shall be provided to LRE at the onset of this contract. If Provider's insurance policies expire during the term of this contract, Provider shall provide renewal certificates to LRE at least ten (10) days prior to the expiration date.

2.9 Notifications

To notify LRE when there is a change of status to one of the Provider Panel Eligibility Requirements resulting in any of the following:

- 2.9.1 Loss of accreditation
- 2.9.2 Loss of insurance.
- 2.9.3 Qualified Opinion on financial audit.
- 2.9.4 Pending or successful litigation claim against Provider.
- 2.9.5 Loss of SUD treatment, prevention or DEA license or MDHHS certification.

2.10 Provider, if delegated by LRE, shall annually provide all Individuals with information on recipient rights and protections as required by the MMHC. Documentation of providing this information must be recorded within the Individual's case file

2.11 Provider, if delegated by LRE, shall ensure that Individuals are informed of their right to be free from any forms of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation. Documentation of providing this information must be recorded within the Individual's case file.

2.12 **Contract Monitoring/Performance Evaluation/Plan of Correction**

2.12.1 LRE will engage in regular monitoring of and reporting on Provider's performance, including taking action to ensure performance improvement, such as implementing plans of correction. LRE follow the monitoring and reporting procedures in Prevention Provider Manual and/or LRE Policies in order to ensure high quality services and compliance with contract requirements.

2.12.2 Provider agrees to cooperate with LRE in carrying out compliance auditing and monitoring responsibilities, including producing the documents needed to assist with these functions.

2.13 **Licensure and Certification**

2.13.1 Provider will maintain policies and procedures to ensure that contracted physicians and other health care professionals (e.g., social workers, OT, etc.) are licensed by the State of Michigan and are qualified to perform their services. Provider must immediately notify LRE if any license is terminated, revoked or suspended during the term of this Agreement.

2.13.2 Provider will maintain policies and procedures to ensure that licenses and certifications are current and valid.

2.13.3 Provider will maintain policies and procedures to ensure that support care staff who are not required to be licensed are qualified to perform their jobs.

2.13.4 Provider agrees to immediately notify LRE of any State licensure or certification investigation.

2.13.5 For SUD Providers: Organizations/programs must be licensed for SUD service provision.

For SUD Providers: Organization/programs not recognized as a governmental entity, as defined in Public Health Code PA 368 of 1978, shall be appropriately licensed for SUD service provision.

Organizations/programs recognized as a governmental entity, as defined in Public Health Code PA 368, may retain such licensure as desired. LRE reserves the right, at its sole discretion, to require governmental entities providing SUD services under the term of this Agreement be appropriately licensed for SUD services should it deem such licensure prudent.

2.14 **Credentialing**

- 2.14.1 Provider will maintain policies and procedures consistent with LRE policy on personnel selection, credentialing, re-credentialing, and privileging, including job descriptions or similar documents that describe specific credentialing, privileging and other requirements for all staff that deliver services to Individuals and including mechanisms to ensure requirements are met by all staff consistent with MDHHS-PIHP Agreement Attachment P.7.1.1. Prior to provision of services by Provider staff, Provider will submit to LRE verification of staff credentials.
- 2.14.2 Provider will ensure that staff credentials are consistent with accreditation requirements, Medicaid and Medicare regulations, and other applicable regulations.
- 2.14.3 Provider will comply with the Michigan PIHP Provider Qualifications Per Medicaid Services and HCPCS/CPT Codes requirements (as updated).
- 2.14.4 Provider will require criminal background checks at a minimum of every two years for all persons (staff, management and non-management) providing services to or interacting with Individuals served by LRE or persons who have the authority to access or create LRE information. Criminal background checks must be completed through the State of Michigan Licensing and Regulatory Affairs (LARA) Workforce Background Check system; Internet Criminal History Access Tool (ICHAT); or other service as approved by LRE prior to starting work with Individuals. Provider shall inform LRE if any board member has been convicted of a felony or misdemeanor related to patient abuse, health care, or any type of fraud, a controlled substance, or any obstruction of any investigation.

2.15 Quality Improvement

- 2.15.1 Provider will maintain a systemic Quality Improvement process to measure, evaluate and improve performance.
- 2.15.2 At the discretion of LRE, Provider’s Quality Improvement Process must be clearly described in a Quality Improvement Policy/Plan which may include the following: credentialing and re-credentialing processes; a plan for assessing customer satisfaction; evidence of active participation of Individuals served; utilization of standardized performance measures; a process for gathering and utilizing performance data; a process for reporting and reviewing adverse events; and procedures for adequate documentation of complaints, actions taken, and utilization of information obtained to develop quality improvement plans.
- 2.15.3 Provider will establish and monitor performance indicators for the purposes of identifying process improvement projects that achieve a beneficial effect on health outcomes and Individual satisfaction.

2.16 Cultural Competence

- 2.16.1 The supports and services provided by Provider shall demonstrate an ongoing commitment to linguistic and cultural competence that ensures access and meaningful participation for all Individuals in the service area. Such commitment includes acceptance and respect for Individuals with diverse cultural values, beliefs and practices of the community, as well as the ability to apply an understanding of the relationships of language and culture to the delivery of supports and services.
- 2.16.2 To effectively demonstrate such commitment, it is expected that Provider has five components in place: (1) a method for assessing the cultural needs of Individual(s) being served; (2) sufficient policy and procedure to reflect Provider's value and practice expectations; (3) a method of service assessment and monitoring; (4) ongoing training to ensure that staff are aware of, and able to effectively implement policy; and (5) the provision of supports and services within the cultural context of the Individual.

- 2.16.3 Provider shall participate in LRE's efforts to promote the delivery of services in a culturally competent manner to all Individuals, including those with limited English proficiency and diverse cultural and ethnic backgrounds.
- 2.16.4 Provider shall ensure that Individuals served are allowed to choose their health care professional(s) to the extent possible in accordance with 42 CFR 438. 1).
- 2.16.5 Provider or any health care professional employed or contracted by Provider is not prohibited from advocating on behalf of one or more Individuals with respect to grievance and appeal, utilization management, or authorization issues.
- 2.16.6 If the health and safety of the Individual is in jeopardy, it is the duty of both Parties to cooperate in the immediate resolution of the situation.
- 2.16.7 Selected specific Block Grant requirements applicable to Providers:
 - 2.16.7.1 Block Grant funds shall not be used to pay for inpatient hospital services except under conditions specified in federal law.
 - 2.16.7.2 Funds shall not be used to make cash payments to intended recipients of services.
 - 2.16.7.3 Funds shall not be used to purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or any other facility or purchase major medical equipment.
 - 2.16.7.4 Funds shall not be used to satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funding.
 - 2.16.7.5 Funds shall not be used to provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs.
 - 2.16.7.6 Funds shall not be used to enforce state laws regarding the sale of tobacco products to individuals under the age of 18.
 - 2.16.7.7 Funds shall not be used to pay the salary of an individual at a rate in excess of Level I of the Federal Executive Schedule, or approximately \$199,700.
- 2.16.8 The PIHP shall assure that, for any subcontracted treatment or prevention service, each subcontractor maintains service availability throughout the fiscal year for persons who do not have the ability to pay.

2.17 Recipient Rights

To comply with and adhere to LRE Recipient Rights policies and procedures as required by the MMHC. Provider agrees to maintain recipient rights policies at each service site operated by Provider, such policies to be in a location available to all employees

- 2.17.1 Providers shall ensure that all persons employed receive SUD Recipient Rights training within thirty (30) days of being employed by taking the online SUD Rights training offered by the State of Michigan's Website. Providers will protect the rights of Individuals through comprehensive compliance with applicable state and federal recipient rights requirements, including:
 - 2.17.1.1 Federal Confidentiality Law and Regulation (codified as 42 U.S.C. 290dd-2 and 42 CFR Part 2.
 - 2.17.1.2 MDHHS Behavioral Health Developmental Disabilities Administration (BHDDA) SUD Administrative Rules for Recipient Rights (R325.1402 to R325.14306).

2.18 Circumstances that Interfere with Performance

In the event that circumstances occur which substantially reduce or otherwise interfere with either Party's ability to perform their respective obligations under the contract, immediate notification

to the other Party is required. A meeting shall be convened as soon as possible in order to determine the immediate course of action and possible resolution of the situation.

2.19 Conflict of Interest

Provider affirms that no principal, representative, agent, or employee of Provider or anyone acting on behalf of or legally capable of acting on behalf of Provider shall engage in activities which are incompatible or in conflict with the discharge of their duties and responsibilities under the contract. Provider represents that no employee, officer, or agent of Provider has participated in the selection, award, or administration of this contract, which involved a conflict of financial or other interest that is either real or apparent. Provider agrees that no principal, representative, agent, employee, or anyone acting on behalf of or legally capable of acting on behalf of Provider is currently an employee of LRE nor is any person using or privy to insider information which would give the appearance of providing an unfair advantage to said Provider. Provider agrees to complete Disclosure of Ownership & Controlling Interest Statement, as found in Policy 1.1 Conflict of Interest and 9.12A Disclosure of Ownership Form and return it to LRE with this executed Agreement.

2.20 Provider Manual/Policies/Best Practice Guidelines/Attachments.

Provider is responsible for the knowledge of, and to implement as practice, LRE's SUD Prevention Operations Manual. The LRE SUD Prevention Operations Manual shall constitute a part of this contract and shall be deemed to be incorporated herein.

2.21 Compliance

2.21.1 Provider agrees to ensure that all Federal, State and local laws and regulations are followed. Compliance includes a commitment to uphold a high standard of ethical and legal business practices and to prevent misconduct.

2.21.1.1 MDHHS administration of this contract is subject to the State of Michigan State Ethics Act: Act 196 of 1973, "Standards of Conduct for Public Officers and Employees. Act 196 of 1973 prescribes standards of conduct for public officers and employees."

2.21.1.2 MDHHS administration of this contract is subject to the State of Michigan Governor's Executive Order No: 2003-01, "Procurement of Goods and Services from Vendors."

2.21.2 Any Provider articles or publications that result from information gathered through use of State or Federal funds, must acknowledge receipt of that support from the MDHHS and/or the appropriate Federal agencies, and/or LRE.

2.21.2.1 Applicable to Substance Use Disorder Providers only: The Federal awarding agency, Substance Use Disorder and Mental Health Services Administration/Department of Health and Human Services (SAMHSA/DHHS), reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and (b) any rights of copyright to which a grantee, sub-grantee or a contactor purchases ownership with grant support.

2.21.3 This Agreement shall be construed according to the laws of the State of Michigan as to the interpretation, construction and performance.

2.21.4 LRE and Provider agree that the venue for the bringing of any legal or equitable action under this Agreement shall be established in accordance to the statutes of the State of

Michigan and/or Michigan Court Rules. In the event that any legal action is brought under this Agreement in Federal Court, the venue for such legal action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

- 2.21.5** When providing Supports/Services under this Agreement, Provider, its officers, employees, servants, and agents shall abide by all applicable provisions and requirements for Supports/Services as set forth in the MMHC, the MDHHS Rules, the MDHHS/CMHSP Master Contract for General Funds, the MDHHS/PIHP Master Contract, the PIHP/CMHSP Subcontract and in policies, procedures, standards, and guidelines established by CMHSP and LRE.
- 2.21.6** Provider, its principals, officers, employees, contracted and subcontracted providers, servants and agents are subject to and shall comply with all the applicable requirements of LRE's Compliance Program Plan, as annually approved by LRE's Board. Failure to do so will result in remediation action and/or termination of this Agreement for material breach of this Agreement.
- 2.21.7** Provider shall comply under this Agreement with the applicable requirements of the Balanced Budget Act of 1997 (BBA), as amended, and the regulations promulgated thereunder, federal regulations, and standards of the MDHHS/PIHP Master Contract.
- 2.21.8** Provider shall abide by and post a copy of the Whistleblower's Protection Act (Act 469 of the Public Acts of 1980) in a conspicuous place at its service location(s) and its headquarters.
- 2.21.9** Provider shall comply with the Anti-Lobbying Act, 31 USC 135 as revised by the Lobbying Disclosure Act of 1995, 2 USC 16 et seq., and Section 503 of the Departments of Labor, Health and Human Services and Education, and Related Agencies Appropriations Act (Public Law 104-208). Further, Provider shall require that the language of this assurance be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- 2.21.10** Provider shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.).
- 2.21.11** If any laws or administrative rules or regulations that become effective after the date of the execution of this Agreement substantially change the nature and conditions of this Agreement, they shall be binding to the Parties, but the Parties retain the right to exercise any remedies available to them by law or by any other provisions of this Agreement.
- 2.21.12** Provider shall comply with the Hatch Political Activity Act, 5 USC 1501-1508, and Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Service Reform Act, P. L. 95-454, USC 4728. Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.
- 2.21.13** Assurance is hereby given to LRE that Provider will comply with Public Law 103-227, also known as the Pro-Children Act of 1994, 20 USC 6081 et seq., which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed,

operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. Provider also ensures that this language will be included in any sub-awards that contain provisions for children's services.

Provider also ensures, in addition to compliance with Public Law 103-227, any service or activity funded in whole or in part through this Agreement will be delivered in a smoke-free facility or environment. Smoking shall not be permitted anywhere in the facility, or those parts of the facility under the control of Provider. If activities or services are delivered in residential facilities or in facilities or areas that are not under the control of Provider (e.g., a mall, residential facilities or private residence, restaurant or private work site), the activities or services shall be smoke free.

2.21.14 Provider agrees to comply with all applicable federal and state laws including, but not limited to the following:

2.21.14.1 Davis-Bacon Act (40 USC 276a to a-7).

2.21.14.2 Contract Work Hours and Safety Standards (40 USC 327-333).

2.21.14.3 Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR Part 401

2.21.14.4 Contracts of Public Servants with Public Entities, 1973 PA 317, as amended; and Standards of Conduct for Public Officers and Employees, 1973 PA 196, as amended.

2.21.14.5 The Drug Free Workplace Act of 1988, 34 CFR Part 85, Subpart F.

2.21.14.6 Deficit Reduction Act (DRA) of 2005, PL 109-17, section 6032 codified at Section 1902(a) (68) of Title XIX (Social Security Act) requires Employee Education About False Claims Recovery.

2.21.14.7 Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1973, and the Americans with Disabilities Act, PL 101-336 (42 USC 12101 et seq.)

2.21.14.8 The Elliot Larsen Civil Rights Act, 1976 PA 453, as amended; the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended; and, Section 504 of the Federal Rehabilitation Act. Any breach of these Acts may be considered a material breach of this contract.

2.21.14.9 HIPAA/HITECH Omnibus Rule, 42 USC 1320a-7b(b), prohibiting knowing and willful solicitation, receipt, offer, or payment of remuneration in return for referring a customer or services under a Federal Health program; and 42 USC 1395nn, as implemented by 42 CFR 411 and 424, relating to self-referrals by physicians.

2.21.14.10 Federal False Claims Act, 31 USC §§ 3729 – 3

2.21.14.11 Michigan Medicaid False Claim Act, MCL 400.601 et. seq.

2.21.14.12 Michigan Social Welfare Act, MCL 400.111d

2.21.14.13 Charitable Choice Regulations. To ensure compliance with Federal Regulation 45 CFR Parts 54 and 96, regarding Charitable Choice regulations

in the use of Substance Abuse Prevention and Treatment (SAPT) block grant funds with application to both substance use disorder prevention and Substance Use Disorder Treatment Providers/Programs. Accordingly, if Provider identifies itself to LRE as a faith-based provider, it agrees:

- 2.21.14.13.1** To be identified by LRE as a religious or faith-based organization.
 - 2.21.14.13.2** To ensure that an Individual who objects to the religious character of Provider's program(s) has a right to notice, referral, and alternative services which meet standards of timeliness, capacity, accessibility, and equivalency.
 - 2.21.14.13.3** To abide by all other requirements of the Federal regulations, including an exclusion of the use of Federal funds for inherently religious activities and a prohibition against discriminating against a program participant 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.
 - 2.21.14.13.4** To notify LRE, on an annual basis, regarding the number of Individuals who choose to be referred to an alternative service because they object to the religious character of Provider's program.
 - 2.21.14.13.5** Provider will comply with Protection of Human Subjects Act, 45 CFR, Part 46, subpart A, sections 46.101-124 and HIPAA.
- 2.21.15** In addition, the PIHP's Substance Use Disorder service delivery system shall comply with:
- 2.21.15.1** The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - 2.21.15.2** The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - 2.21.15.3** §§523 and 527 of the Public Health Service Act of 1912 (42 USC §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - 2.21.15.4** Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
 - 2.21.15.5** The requirements of any other nondiscrimination statute(s) which may apply to the application
- 2.21.16** In performing its duties and responsibilities under this Agreement, Provider shall comply with all applicable federal and State laws, rules and regulations prohibiting discrimination.
- 2.21.17** Provider shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position, as required pursuant to: the Elliott Larsen Civil Rights Act of 1976 PA 453, as amended; the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended; and Section 504 of the Federal Rehabilitation Act 1973, P.L. 93-112.

- 2.21.18** Provider shall comply with the provisions of the Michigan Persons with Disabilities Civil Rights Act of 1976 PA 220, as amended, and Section 504 of the Federal Rehabilitation Act of 1973 P.L. 93-112, Stat 394, as amended.
- 2.21.19** Provider shall comply with MCL 15.342 Public Officer or Employee prohibited conduct, the Americans with Disabilities Act of 1990 (ADA), P.L. 101-336 Stat 328 (42 USCA S 12101 et. seq.), as amended; the Age Discrimination Act of 1973; the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964; and Title IX of the Education Amendments of 1972
- 2.21.20** Provider shall not refuse to treat, nor will it discriminate in the treatment or referral of, any Individual under this Agreement based on the individual's source of payment for services, or on the basis of age, sex, height, weight, marital status, arrest record, race, creed, handicap, color, national origin or ancestry, religion, political affiliation or beliefs, or involuntary patient status.
- 2.21.21** Provider shall comply with the: Title VI of the Civil Rights Act of 1964 (42 USC 2000 D et seq.) and Office of Civil Rights Policy Guidance on the Title IV Prohibition Against Discrimination as it Affects Persons with Limited English Proficiency; Title IX of the Education Amendment of 1972, as amended (20 USC 1681-1683 and 1685-1686) and the regulations of the U. S. Department of Health and Human Services issued thereunder (45 CFR, Part 80, 84, 86 and 91).
- 2.21.22** Any breach of this section shall be regarded as a material breach of this Agreement and may be a cause for termination thereof by LRE.

2.22 Delegation

The provisions of the Balanced Budget Act (hereinafter BBA) of 1997, allow States to establish Medicaid beneficiary protections in areas such as quality assurance, grievance rights, and customer service.

- 2.22.1** LRE is required by contract to oversee and be accountable for any administrative function or responsibility that it delegates to any subcontractor. 42 CFR 438.230 (b)(1).
- 2.22.2** LRE is required to provide for the revoking of delegation or the imposition of other sanctions if its subcontractor's performance is inadequate. CFR 438.230 (c)(1)(iii).
- 2.22.3** LRE will conduct periodic formal scheduled reviews of Provider's activities. The quality audit will include monitoring of administrative functions delegated to the Provider as described in Attachment F, if applicable.
- 2.22.4** Unsatisfactory performance, lack of response, failure to submit a plan of correction within required timeframes, and/or discovery of significant risks may result in the LRE application of a sanction or termination of the contract.

2.23 Standard Consent Form

Provider shall use, accept, and honor **Form MDHHS-5515: Consent to Share Behavioral Health Information for Care Coordination Purposes** for sharing of all non-electronic behavioral health and SUD information, in accordance with 2014 PA 129. No other consent forms may be used for such purposes. The Standard Consent Form must not be used for electronic health information exchange. Provider shall adhere to the written policy of LRE regarding the use, acceptance and honoring of the Standard Consent Form created by MDHHS under 2014 PA 129.

2.24 Transporting Individual(s).

Provider shall permit only responsible staff with an appropriate valid driver's license, as required by State law, to operate motor vehicles while transporting Individual(s) hereunder. Provider shall have policies and procedures in place to ensure safe transportation of Individual(s) served.

2.25 MDHHS Guidelines and LRE Policies

2.25.1 To comply where applicable, with Michigan Department of Health and Human Services Best Practice Guidelines contained in LRE contract with the MDHHS (where MH = Mental Health; SUD = Substance Use Disorder; MH/SUD apply to both), which are available on the LRE website (www.lsre.org). **Attachment A: Provider Policies.**

2.25.2 To comply where applicable with the provisions and requirements of LRE Policies **Attachment A: Provider Policies** (where MH = Mental Health; SUD = Substance Use Disorder; MH/SUD apply to both), copies of which are available on the LRE website (<http://www.lsre.org/policies>).

2.26 Provider Meetings

To provide LRE those portions of Provider's Board of Directors' meeting minutes and agendas that address issues pertaining to the Agreement with LRE.

2.26.1 To have a representative of LRE attend those portions of Provider Board of Director meetings that address agenda items pertaining to this Agreement.

2.26.2 To provide to LRE three days' notice of all Committee and full Provider Board meetings, and conduct all portions of such meetings pertaining to LRE-funded programs in the same manner as required for meetings of public bodies under the Open Meetings Act, 1976 PA 267, being sections 15.261 to 15.275 of the Michigan Compiled Laws.

2.27 Indemnification

2.27.1 All liability, loss or damage as a result of claims, demands, costs or judgment arising out of activities to be carried out pursuant to the obligations of Provider under this contract shall be the responsibility of Provider, and not the responsibility of LRE, if the liability, loss or damages caused by, or arises out of, the actions or failure to act on the part of any Provider, its employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity Provider or employees have as provided by statute or modified by court decisions. Provider agrees to hold harmless and indemnify LRE from and against all loss, liability, or expense that may be incurred including reasonable attorney fees and costs by reason of any claim arising out of or in connection with Provider's work.

2.27.2 All liability, loss, or damage as a result of claims, demands, costs, or judgment arising out of activities to be carried out pursuant to the obligations of LRE under this contract shall be the responsibility of LRE, and not the responsibility of Provider, if the liability, loss or damages caused by, or arises out of, the actions or failure to act on the part of any LRE, its employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity LRE or employees have as provided by statute or modified by court decisions.

**SECTION 3
ATTACHMENTS TO AGREEMENT**

3.1 Attachments

Attachments to this agreement are referenced below, are attached, and are incorporated into this agreement and do not require individual signatures.

- 3.1.1 Attachment A – Provider Policy Requirements** (available on the LRE website: <http://www.lsre.org/policies>)
- 3.1.2 Attachment B – Provider Services**
- 3.1.3 Attachment C – Program Specifications**
- 3.1.4 Attachment D – Service Eligibility, Access, and Authorization**
- 3.1.5 Attachment E – Financial Requirements**
- 3.1.6 Attachment F – Data Requirements**
- 3.1.7 Attachment G – Monitoring and Evaluation Tracking Report**
- 3.1.8 Attachment H - Quarterly FTE Calculations**
- 3.1.9 Attachment I – Sample MPDS Data Tracking**
- 3.1.10 Attachment J – Prevention Provider Operations Manual**
- 3.1.11 Attachment K – New Hire Form**

3.2 Federal Grant Funds

This agreement designates the provider as a vendor to the LRE. This agreement is being paid for in part by Federal grant program funds. Federal funding used to pay for this contract is the Catalog of Federal Domestic Assistance (CFDA) number is 93.959 and the CFDA Title is Block Grants for Prevention and Treatment Substance Abuse; the Federal agency name is Department of Health and Human Services-Substance Abuse and Mental Health Services Administration; the Federal grant award number is 2B08T1010026-19 and the award phase is October 1, 2021 through September 30, 2022. The Federal program title is Substance Abuse Prevention and Treatment SAPT Block Grant.

3.3 Notice Provision

It is agreed that written communication and/or notification pursuant to this agreement shall be deemed to have been duly given if delivered or mailed, postage prepaid, to the respective Party as follows:

LAKESHORE REGIONAL ENTITY			
Name/Title:	Amy Embury SUD Manager	Name/Title:	Kathy Moore Public Health Director
Address:	5000 Hakes Drive	Address:	209 E Apple Ave
City/State/Zip:	Norton Shores, MI 49441	City/State/Zip:	Muskegon, MI 49442
Fax #:	231-769-2071	Fax #:	231-724-6674
E-mail:	amye@lsre.org	E-mail:	Mooreka@co.muskegon.mi.us
CC:	Mary Marlatt-Dumas, CEO marymd@lsre.org	CC:	Jill Keast montgomerykeastji@co.muskegon.mi.us

3.4 Certifications of Authority to Sign Contract

The persons signing this Agreement on behalf of LRE and Provider certify by their signatures that this contract has been authorized by said Parties and they are duly authorized to sign this contract on behalf of the said Parties. This Agreement shall be deemed executed, valid, enforceable and binding upon the Parties once signed in handwriting or by any electronic means, and may be delivered by facsimile or electronic transmission.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have fully executed this Agreement on the day and the year first above written.

FOR:

FOR:

LAKESHORE REGIONAL ENTITY

**KENT COUNTY COMMUNITY MENTAL
HEALTH AUTHORITY dba NETWORK
180**

By: _____
Signature

By: _____
Signature

Name: Mary Marlatt-Dumas
Please Print

Name: Kathy Moore
Please Print

Its: Chief Executive Officer
Please Print

Its: Public Health Director
Please Print

Date: _____

Date: _____

Substance Use Disorders Division	Attachment B – Provider Services	 LAKESHORE REGIONAL ENTITY
PREVENTION SERVICES	FY2020 (10/1/2021 – 9/30/2022)	Page 1 of 1

[Public Health Muskegon County]

This agreement effective 10/1/2021 made by and between Lakeshore Regional Entity and Public Health Muskegon County as Provider, is for the following service for the period of **10/1/2021 through 9/30/2022** :

Responsibilities include:

- Implementing the No Cigs For Our Kids Plan as outlined by the LRE protocol (attached), and serve as the county DYTUR (Designated Youth Tobacco use Representative)
 - Implementing Parenting Initiatives
 - Implementing the Rx Misuse and Diversion Project
 - Implementing the Childbearing and ATOD use Program(s)
 - Implementing Alcohol Retailer Education
 - Conducting and coordinating collaborative groups
 - Tobacco/ENDS Education
- Activities allowable: (Provided in the ENDS Funding FY 22 Guidance Document)

Allocation:

- \$335,000 Parenting, collaborative groups, ATOD prevention efforts, No Cigs for Our Kids/Tobacco Program (Note: \$3,000 of this allocation will be for Law Enforcement tobacco checks)
- \$1,000 Tobacco/ENDS

Total Allocation: \$ 336,000

Financial Agreement:

- Provider will bill monthly by FSR (Financial Status Report) for the actual service delivered via the approved plan. The FSR will need to be submitted electronically by email to Amy Embury (amye@lsre.org) **and** Stacia Chick (staciachick@lsre.org).
- Claims must be submitted monthly for prior month actual expenditures no later than the 10th of every month
- Fiscal year payments are contingent upon and subject to the LRE receiving MDHHS prevention funds.

Muskegon County Human Services Committee

Request for Board Consideration

Requestor: Jill Keast, Kathy Moore

Committee Date: 2021-11-02

Requesting Department: Public Health

Full Board Date: 2021-11-09

Budget: Budgeted

Agenda Number: HS21/11 - 31

Suggested Motion: *(State the following exactly as it should appear in the minutes.)*

Authorize Public Health to FY22 Lakeshore Regional Entity Gambling Disorder Prevention Project Grant in the amount of \$35,000; adjust the budget accordingly and further authorize the Public Health Director to sign the related agreement.

Summary of Request: *(General description of financing, other operational impact, possible alternatives.)*

Public Health is requesting authorization to accept the FY22 Lakeshore Regional Entity Gambling Disorder Prevention Project Grant in the amount of \$35,000.

Kristen Wade, HR Director Analysis Required? No	Finance Manager: <input checked="" type="checkbox"/> 
Michael Homier, Corporate Counsel Analysis Required? No	Mark Eisenbarth, County Administrator Recommendation: <input checked="" type="checkbox"/> 

**Lakeshore Regional Entity
Problem Gambling Project Proposal Application FY22 for **Continuing Projects****

Provider Name:	Public Health Muskegon County
Name of contact person:	Danielle Hall
Contact phone and email:	(231) 724-1211, hallda@co.muskegon.mi.us
Total Funding Requested:	\$35,000
Project Name:	Senior and Adult Problem Gambling Prevention
What county(ies) will be served?	Muskegon County
Please describe the efforts you are planning to continue during this fiscal year:	
<p>We plan to continue our efforts in raising awareness of the risk of problem gambling in the senior and adult populations through the following strategies:</p> <p>Objective 1.4 Prevent problem gambling among adults.</p> <ul style="list-style-type: none"> • Raise community awareness on potential risks for gambling and early signs of risks for development of a gambling problem. Support bystanders in identifying and supporting others. <p>Objective 1.6 Prevent problem gambling among the senior population.</p> <ul style="list-style-type: none"> • Provide info to raise awareness among seniors of risk factors for developing a problem with gambling and strategies to reduce risk. 	
Please describe any new efforts you would like to focus on this fiscal year:	
<p>When reviewing the ‘Problem Gambling Needs Assessment’ we were concerned about the total lottery sales per resident (traditional and online) for Muskegon County. At \$973 per person, Muskegon County sales are almost \$300 more per person than the county with the next highest sales. To address this, we would like to focus on two new strategies for this fiscal year:</p> <p>Objective 1.3 Improve identification and referral to treatment for gambling disorders.</p> <ul style="list-style-type: none"> • Increase public knowledge of warnings signs and how to identify when someone may be developing a gambling problem. <p>Objective 1.4 Prevent problem gambling among adults.</p> <ul style="list-style-type: none"> • Raise community awareness of the risks of gambling, strategies to reduce risk, and actual likelihood of “winning”. 	

Source of Funds:

	COMMENTS:	TOTAL BUDGET
9. LRE Funding		\$35,000
10. Other Funding Sources		
11. TOTAL FUNDING (sum of items 9 - 10)		\$35,000

BUDGET NARRATIVE

Provide a budget narrative that briefly describes and justifies the projected costs for each budget category. The narrative must include costs budgeted for the specified LRE funded project only.

- **Personnel:** Public Health - Muskegon County will have .18 FTEs MCBAP certified SAP educator, dedicated to Problem Gambling efforts. \$14,145
- **Travel:** Includes auto allowance mileage reimbursement, fleet vehicle use charges, registration fees for conferences and seminars, and other miscellaneous travel expenses. \$ 1,500
- **Supplies & Materials:** Expect printing, mailing and office supplies. \$ 9,000
- **Subcontracts:** No subcontracts planned for this project at this time.
- **Equipment:** No equipment purchases planned for this project.
- **Other Expenses:** Other expenditures include space cost, telephone/fax cost, insurances, and indirect/administrative overhead expenses that include County and departmental I.T. support, Board governance, administrative oversight, and performance management services. Other expenses also includes marketing costs, such as design, geofencing advertisements and social media campaigns. \$10,355

Muskegon County Human Services Committee

Request for Board Consideration

Requestor: Jill Keast, Kathy Moore

Committee Date: 2021-11-02

Requesting Department: Public Health

Full Board Date: 2021-11-09

Budget: Budgeted

Agenda Number: HS21/11 - 32

Suggested Motion: *(State the following exactly as it should appear in the minutes.)*

Authorize Public Health to accept the Lakeshore Regional Entity COVID-19 Block Grant funding in the amount of \$55,785; adjust the budget accordingly and further authorize the Public Health Director to sign the related agreement.

Summary of Request: *(General description of financing, other operational impact, possible alternatives.)*

Public Health is requesting authorization to accept the Lakeshore Regional Entity COVID-19 Block Grant funding in the amount of \$24,096 from FY21 carry over and \$31,689 for FY22, for a total of \$55,785. Project proposal is to use the funding towards expenses and planning related to hosting an Opioid Summit in 2022.

Kristen Wade, HR Director Analysis Required? No	Finance Manager: <input checked="" type="checkbox"/> 
Michael Homier, Corporate Counsel Analysis Required? No	Mark Eisenbarth, County Administrator Recommendation: <input checked="" type="checkbox"/> 

BUDGET NARRATIVE

Provide a budget narrative that briefly describes and justifies the projected costs for each budget category. The narrative must include costs budgeted for the specified LRE funded project only.

- **Personnel:**

- Staff will be working with the Opioid Task Force to execute project. Opioid Task Force involvement already accounted for under LRE SUD funding. No additional staff time required for this project.
- Health Education Supervisor will be working on conference details such as speaker, venue, etc. Expect .10 FTE - \$9,901

- **Travel:**

- Office supplies: attendee name tags, breakout/speaker presentation supplies, etc. - \$396
- Keynote speaker airfare – business class (per speaker contract request) - \$1500
- Keynote speaker transportation from/to airport/hotel (staff to pick up and drop off) - \$100

- **Supplies & Materials:**

- Printing/copies: advertising materials as well as day of event materials for attendees - \$1,000

- **Subcontracts:**

- Keynote Speaker, Johann Hari, Rethinking Addiction: Social Recovery in the Age of Loneliness. - \$7,500 down payment (total cost \$15,000)

- **Equipment:**

- No equipment requested.

- **Other Expenses:**

- Keynote speaker is requesting additional payment for hotel (we would need to book), additional to cover incidentals - \$500
- Venue related: remaining food/venue cost - \$5,500
- Event Promotion - \$3,463
- Indirect includes space cost, telephone/fax cost, insurances, and indirect/administrative overhead expenses that include County and departmental I.T. support, Board governance, administrative oversight, customer support and performance management services. \$2,225
- Venue related: facility rental, food for attendees (breakfast, lunch - downpayment), AV, tables for vendors - \$10,200
- Event Promotion – will be building event off a theme from a prior stigma reduction campaign “Addiction: kNOw More.” This campaign features the MyRecovery website as well. Will include social media, billboard, print advertising tying this campaign to the spring event - \$5,500.
- Indirect includes space cost, telephone/fax cost, insurances, and indirect/administrative overhead expenses that include County and departmental I.T. support, Board governance, administrative oversight, customer support and performance management services. - \$500