**Agreement between NorthCare Network and
[Agency Name]**

**License Number(s): XXXXX; XXXXX; XXXXX**

**Program Federal I.D. # XX-XXXXXXX**

(Hereinafter referred to as the “Sub-Recipient”)

**for**

**Substance Use Prevention Services Fiscal Year 20XX**

1. **GENERAL TERMS OF THE CONTRACT**
	1. **PERIOD OF AGREEMENT**
		1. This Agreement shall commence on **October 1, 20XX** through **September 30, 20XX**.
		2. Nothing in this Agreement shall be construed as requiring either NorthCare or the Sub-Recipient to extend or renew this Agreement to enter into any subsequent agreements.
	2. **PROGRAM BUDGET AND AGREEMENT AMOUNT**
		1. NorthCare Network, under the terms of this Agreement, will provide funding not to exceed **$X,XXX** in total.
		2. Total contract funding is as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Award Title** | **Assistance Listing Title** | **ALN #** | **Federal Agency** | **Amount** |
| SAPT Block Grant | Block Grant for Prevention & Treatment of Substance Abuse | 93.959 | Department of Health & Human Services/SAMHSA |  |
| Prevention COVID CFR Grant (ARPA) | Block Grant for Prevention & Treatment of Substance Abuse | 93.959 | Department of Health & Human Services/SAMHSA |  |
| MI State Opioid Response 4 | State Opioid Response 4 | 93.788 | Department of Health & Human Services/SAMHSA |  |
| State Gambling Funding | Gambling100% State Funding | \_ | Department of Health & Human Services |  |
| Local CountyLiquor Tax | County Liquor Tax | \_ | ­\_ |  |
| Total FY**2025** Funding |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Award Title** | **Assistance Listing Title** | **ALN #** | **Federal Agency** | **Amount** |
| Michigan Partnership for Advancing Coalitions | Michigan Partnership for Advancing Coalitions | 93.243 | Department of Health & Human Services/SAMHSA |  |
| Total FY**2025** Funding |  |  |  |  |

* + 1. Block Grant requirements prohibit the following: payment for inpatient hospital services except under conditions specified in federal law, making cash payments to intended recipients of services, purchase or improve land, construct or permanently improve a building/facility, purchase major medical equipment, satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of funds, provide individuals with hypodermic needles or syringes so that individuals may use illegal drugs, enforce state laws regarding the sale of tobacco products to individuals under the age of 18, or pay the salary of an individual at a rate in excess of Level I of the Federal Executive schedule of approximately $235,600.00.
		2. Grant Agreement is designated as a sub-recipient relationship.
		3. Sub-Recipient equipment purchases supported in whole or in part through this Agreement must be listed in the supporting equipment inventory schedule. Equipment means tangible, non-expendable personal property having a useful life of more than one (1) year and an acquisition cost of $5,000 or more per unit. Title to items having a unit acquisition cost of less than $5,000 shall vest with the Sub-Recipient upon acquisition. NorthCare Network and MDHHS reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of $5,000 or more, to the extent that the department’s proportionate interest in such equipment supports such retention or transfer of title.
		4. A deviation allowance modifying an established budgetary category by $1,000 or 5%, whichever is greater, is permissible without prior written approval with the exception of wage and benefits. Any adjustment to wages and benefits requires approval by NorthCare. Any modification or deviations in excess of this provision, including any adjustment to the total amount of this Agreement, must be made in writing and executed by all parties through an Amendment to this Agreement before the modifications can be implemented. This deviation allowance does not authorize new categories, subcontracts, equipment items, or positions not shown in **Attachment C: Budget** and supporting detail schedules.
	1. **AMENDMENT**
1. This Agreement may be amended by mutual written consent of both parties. Any changes to this Agreement will be valid only if made in writing and accepted by all parties in this Agreement.
2. The Agreement may be subject to amendment due to changes in the MDHHS/PIHP Contract or Grant Agreement.
3. Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of NorthCareand the Sub-Recipient. This Agreement shall be amended, if necessary, to bring it into com­pliance with applicable federal, state and local laws, ordinances, rules and regulations enacted during the term of this Agreement and/or compliance with any applicable modifications.
	1. **TERMINATION OF AGREEMENT**
4. This Agreement shall terminate effective immediately without opportunity to cure upon the revocation, restriction, suspension, discontinuation or loss of any certification, accreditation, or authorization, or license required by federal, state, and local laws, ordinances, rules and regulations for the Sub-Recipient to operate and/or to provide Medicaid programs and services in the State of Michigan.
5. This Agreement shall terminate effective immediately without opportunity to cure upon notice to and/or discovery by NorthCare of any failure of the Sub-Recipient to meet the requirements hereunder of solvency and of continuing as a going business concern.
6. This agreement may be terminated immediately without further liability to NorthCare and MDHHS if the Sub-Recipient or an official of the Sub-Recipient or an owner is convicted of any activity in the referenced sections of this agreement during the term of this agreement or any extension thereof.
7. In the event of a breach of any term or condition of this Agreement by either of the parties hereto, and failure of the breaching party to correct such breach within the time stated by the other party after written notice thereof from the other party, such other party may, at its option, terminate this Agreement immediately or at any designated future time by delivering to the breaching party a written notice of termination stating the effective date thereof. The termination of this Agreement shall not be deemed to be a waiver by the nonbreaching party of any other remedies it may have in law or in equity.
8. Failure on the part of the Sub-Recipient to respond in a satisfactory manner to a request from NorthCare’s CEO or designee with regards to correcting deficiencies in the results of services provided by the Sub-Recipient, shall constitute immediate basis for termination of this Agreement by NorthCare. Immediate termination for the purposes of this subsection of this Agreement shall be defined as meaning termination effective upon the date in which the Sub-Recipient receives written notice of termination and the basis therefore from NorthCare.
9. Notwithstanding any other provisions in this Agreement to the contrary, either NorthCare or the Sub-Recipient may terminate this Agreement without cause by providing the other party with thirty (30) days prior written notification.
10. This Agreement shall terminate immediately upon the termination of the MDHHS/PIHP Contract or Grant Agreement.
11. Any termination of this Agreement shall not relieve either party of the obligations incurred prior to the effective date of such termination.
12. Upon termination of this Agreement, the Sub-Recipient shall immediately provide NorthCare with all financial, performance, and other reports required as a condition of the agreement. NorthCare will make payments to the Sub-Recipient for allowable reimbursable costs not covered by previous payments, or by other state or federal programs. The Sub-Recipient shall immediately refund to NorthCare any payments or funds advanced to the Sub-Recipient in excess of allowable reimbursable expenditures.
	1. **AGREEMENT CONTINGENT ON FUNDING**
		1. This Agreement is valid upon approval by NorthCare authorized representative(s) and conditionally approved subject to and contingent upon the availability of funds.
		2. This Agreement is contingent upon NorthCare’s receipt of sufficient federal and state funds, upon the terms of such funding as appropriated, authorized and amended, and upon continuation of such funding.
		3. In the event that circumstances occur that are not reasonably foreseeable, or are beyond the control of NorthCare, that reduces or otherwise interferes with NorthCare’s ability to provide or maintain specified services or operational procedures, NorthCare shall provide immediate notice to the Sub-Recipient if it would result in any reduction of the funding upon which this Agreement is contingent.
	2. **COMPLIANCE WITH THE MDHHS/PIHP CONTRACT AND GRANT AGREEMENT**
13. It is expressly understood and agreed by the Sub-Recipient that this Agreement is subject to the terms and conditions of the MDHHS/PIHP Contract and Grant Agreement. The provisions of this Agreement shall take precedence over said MDHHS/PIHP Contract unless a conflict exists between this Agreement and the provisions of MDHHS/PIHP Contract and Grant Agreement.
14. If any provision of this Agreement is in conflict with the terms and conditions of the MDHHS/PIHP Contract and Grant Agreement, the provisions of said MDHHS/PIHP Contract and Grant Agreement shall prevail. However, a conflict shall not be deemed to exist where this Agreement: (1) contains additional provisions and additional terms and conditions not set forth in the MDHHS/PIHP Contract and Grant Agreement that otherwise resolves such conflict; (2) restates provisions of the MDHHS/PIHP Contract and Grant Agreement to afford NorthCare the same or substantially the same rights and privileges as the MDHHS; or (3) requires the Sub-Recipient to perform duties and/or services in less time than required of NorthCare in the MDHHS/PIHP Contract and Grant Agreement.
	1. **Purpose**

This Agreement provides for the provision of substance use prevention services within the NorthCare Network region, specifically those counties referred to in **Attachment A: Workplan** and **Attachment B: Programming Chart**.

* 1. **Statement of work**

The Sub-Recipient agrees to perform the prevention services as described in **Attachment A: Work Plan** and **Attachment B: Programming Chart** submitted and approved by NorthCare Network for FY **XXXX** and hereby made a part of this Agreement.

* 1. **Performance/Progress Report Requirements**

A quarterly review of service delivery is required to compare actual services delivered by county (obtained via MPDS report) to projected services to be delivered.

* 1. **Administration of the Agreement**

The person acting for NorthCare Network in administering this Agreement will be the NorthCare SUD Services Director or their designee.

* 1. **liability**
1. Except as otherwise provided herein, all liability, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out pursuant to the obligation of the Sub-Recipient under this Agreement shall be their responsibility, and not the responsibility of NorthCare, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Sub-Recipient, its employees, officers or agent.
2. Except as otherwise provided herein, all liability, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out pursuant to the obligations of NorthCare under this Agreement shall be the responsibility of NorthCare and not the responsibility of the Sub-Recipient if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of NorthCare, its employee, or officers.
3. Each party shall notify the other in writing in the event a claim or other legal action related to the services provided under this Agreement may result in naming the other or that may result in a judgment that would limit the Sub-Recipient’s ability to continue rendering services. Such notification requirement includes actions filed in court, administrative tribunals or other venues. Nothing herein shall be construed as a waiver of any public or governmental immunity granted to NorthCare or the Sub-Recipient as provided by the applicable statutes and/or court decisions.
	1. **INSURANCE**

Each party shall procure, pay the premium on, keep and maintain during the term of this Agreement insurance coverage in such amounts as necessary to cover all claims, which may arise out of activities to be carried out pursuant to its obligations hereunder. The Sub-Recipient shall ensure that all of its employees, other staff and subcontractors are covered by all appropriate liability and malpractice insurance for the services which they perform under this Agreement. The Sub-Recipient shall submit certification of its insurance coverage to NorthCare prior to commencing services under this Agreement. The Sub-Recipient also shall provide NorthCare with written notice at least thirty (30) days prior to any reduction or termination of insurance coverage required hereunder.

* 1. **NOTICES**

Any and all notices, designations, consents, offers, acceptances, or other communications herein shall be given to either party, in writing, by facsimile, electronic transmission, personal delivery, or deposited in certified mail addressed to the addressee shown below (unless notice of a change of address is furnished by either party to the other party hereto) and with return receipt requested, effective upon a receipt.

 If to Sub-Recipient: If to NorthCare:

 Name Megan Rooney, CEO

 Business Name (If applicable) NorthCare Network

 Address 1230 Wilson Street

 City, State Zip Marquette, MI 49855

1. **Responsibilities of sub-recipient:**
	1. **Publication Rights**
		1. Where the Sub-Recipient exclusively develops books, films or other such copyrightable materials through activities supported by this Agreement, the Sub-Recipient may copyright those materials. The materials that the Sub-Recipient copyrights cannot include service recipient information or personal identification data. Sub-Recipient grants MDHHS a royalty-free, nonexclusive, and irrevocable license to reproduce, publish and use such materials copyrighted by the Sub-Recipient and authorizes others to reproduce and use such materials.
		2. Any materials copyrighted by the Sub-Recipient or modifications bearing acknowledgment of the MDHHS must be approved before reproduction and use of such materials. The State of Michigan may modify the material copyrighted by the Sub-Recipient and may combine it with other copyrightable intellectual property to form a derivative work. The State of Michigan will own and hold all copyright and other intellectual property rights in any such derivative work, excluding any rights or interest granted in this Agreement to the Sub-Recipient. If the Sub-Recipient ceases to conduct business for any reason or ceases to support the copyrightable materials developed under this Agreement, the State of Michigan has the right to convert its licenses into transferable licenses to the extent consistent with any applicable obligations the Sub-Recipient has to the federal government.
		3. The Sub-Recipient must notify MDHHS Bureau of Grants and Purchasing thirty (30) days before applying to register a copyright with the U.S. Copyright Office. The Sub-Recipient must submit an annual report for all copyrighted materials developed through activities supported by this Agreement and must submit a final invention statement and certification within sixty (60) days of the end of the Agreement period.
		4. The Sub-Recipient will not use, release, or publish any analyses, findings, results, or techniques developed under this Agreement or any information derived there from until such analysis, findings or techniques have been reported to NorthCare Network in the manner prescribed by this Agreement and have become public domain. These analyses, findings or techniques will be considered in the public domain when they are submitted to NorthCare Network and receive positive action, or they are formally accepted by the NorthCare Network; or ninety (90) days elapse after submission to NorthCare Network, whichever of the three may occur first. No material may be published which is exempt from disclosure under 1976 PA 442, MCL 15,231 et seq, MSA 4.1801(1) et seq, known as the “Freedom of Information Act,” without express permission from NorthCare Network. The Sub-Recipient will provide NorthCare Network, for its review, copies of all presentations or articles being submitted for publication at least thirty (30) days in advance.
		5. Where activities supported by this Agreement produce products, curriculums, films, pamphlets, videos, or other such materials NorthCare Network/MDHHS retains all copyright, patent, and/or trademark as well as exclusive and irrevocable license to reproduce, publish and use such materials.
		6. All publications must receive prior approval from NorthCare Network and MDHHS Substance Use, Gambling, and Epidemiology Section (SUGE); allow at least fourteen (14) days for the approval process. The Sub-Recipient, developer, creator, author, editor, printer, sub-recipient, or manufacturer will not have any rights to royalties from the products.
		7. News releases pertaining to this Agreement will not be made without prior written NorthCare Network approval, and then only in accordance with the explicit written instructions from NorthCare Network and MDHHS.
		8. Publications or oral presentations concerning the analyses, findings, results, or techniques and any promotional materials developed under this Agreement will contain an acknowledgement of the NorthCare Network’s participation and support unless NorthCare Network requests in writing that their participation and support not to be acknowledged. Furthermore, the Sub-Recipient may not receive fees for any article in excess of the costs of preparation of the published article and excluding the cost of the research and compilation which was compensated under this Agreement. Acknowledgement example:

 *Funding for this project comes from the Michigan Department of Health and Human Services Substance Use, Gambling, and Epidemiology Section and NorthCare Network.*

* 1. **Reporting**
		1. Utilize all report forms and reporting formats required by NorthCare Network as of the effective date of this Agreement. A list of reports and deadlines are outlined in **Attachment D: Reporting**.
		2. All service activity related to this Agreement must be entered into the Michigan Prevention Data System (MPDS) on or before the 5th of each month for the previous month. NorthCare Network reserves the right to invoke written narratives in the event information gathered from the data system is inadequate.
		3. Pre/post test results must be submitted electronically within thirty (30) days of program completion to ensure the highest quality of program delivery.
		4. Submit a cumulative performance report quarterly. Reports must be submitted electronically to the SUD Prevention Services Coordinator on the following schedule:
			1. January 30th October through December services
			2. April 30th January through March services
			3. July 30th April through June services
			4. October 30th July through September services
	2. **Ability to provide services**

The Sub-Recipient shall notify NorthCare within ten (10) days of any event that limits the Sub-Recipient’s ability to deliver services as outlined in **Attachment A: Work Plan** and **Attachment B: Programming Chart**. The NorthCare funding allocation will be affected by the performance of planned activities outlined in the work plan. Planned activity will be monitored quarterly by NorthCare with Sub-Recipient follow-up as necessary.

* 1. **Record Maintenance/Retention**
		1. Adequate program, fiscal records, and files including source documentation to support program activities and expenditures made under the terms of this Agreement will be maintained for a period of not less than ten (10) years from the date of termination, the date of submission of the final expenditure report or until litigation and audit findings have been resolved.

* + 1. All records shall be maintained for groups and/or individuals receiving prevention services.
		2. Services provided to groups with established identities, such as a classroom, civic group, or professional group, only group identification needs to be maintained, including the following information:
			1. Group's name or descriptive title and number of service recipients,
			2. The type of service provided,
			3. The date of service delivery,
			4. Demographic information collected for MPDS entry, and
			5. The name of the staff member providing the service.
		3. For services provided to individuals, records should include the following information:
			1. A notation that an individual received a service, but individual’s names are not required,
			2. The type of service provided,
			3. The date of service delivery,
			4. Demographic information collected for MPDS entry, and
			5. The name of the staff member providing the service.
	1. **Authorized Access**

Permit within ten (10) calendar days of providing notification and at reasonable times, access by the authorized representatives of NorthCare Network, MDHHS, Federal Grantor Agency, Inspector Generals, Comptroller General of the United States and the State of Michigan Auditor General, or any of their duly authorized representatives, to records, papers, files, documentation, and personnel related to this Agreement, to the extent authorized by applicable state or federal law, rule, or regulation.

* 1. **AuditS**

The required financial audit and any other required submissions or audit status notification letter must be submitted to NorthCare Network within eight months after the end of the Sub-Recipient’s fiscal year. Submit via email to pnm@northcarenetwork.org

* 1. **Sub-recipient Monitoring**

The Sub-Recipient will comply with the Single Audit Act requirements. NorthCare Network is required to monitor Sub-Recipients to provide reasonable assurance that the administration of state and federal awards are in compliance with laws, regulations and the provisions of contracts and that performance goals are achieved. Performance goals will be monitored via written quarterly reports.

* 1. **Notification of Modifications**

Provide notification to NorthCare Network within fourteen (14) days or sooner if circumstances warrant, 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 operational procedures.

* 1. **Software Compliance**

The Sub-Recipient must ensure software compliance and compatibility with the state data system for services provided under this Agreement. All required data must be provided in an accurate and timely manner without interruption, failure or errors due to the inaccuracy of the Sub-Recipient’s business operations for processing data.

* 1. **Human Subjects**

The Sub-Recipient will comply with the Protection of Human Subjects Act, 45 CFR, Part 46. The Sub-Recipient agrees that prior to the initiation of the research, the Sub-Recipient will submit Institutional Review Board (IRB) application material for all research involving human subjects, which is conducted in programs sponsored by MDHHS or in programs which receive funding from or through the State of Michigan, to the MDHHS’s IRB for review and approval, or the IRB application and approval materials for acceptance for the review of another IRB. All such research must be approved by a federally assured IRB, but the MDHHS’s IRB can only accept the review and approval of another institution’s IRB under a formally approved interdepartmental Agreement. The manner of the review will be agreed upon between the MDHHS’s IRB chairperson and the Sub-Recipient’s IRB chairperson or executive officer(s).

* 1. **mandatory disclosure**
		1. Disclose to NorthCare in writing within fourteen (14) days, or sooner if circumstances warrant, of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, “Proceeding”) involving Sub-Recipient, a subcontractor or an officer or director of Sub-Recipient or subcontractor that arises during the term of this Agreement including:
			1. All violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the Agreement.
			2. A criminal Proceeding;
			3. A parole or probation Proceeding;
			4. A Proceeding under the Sarbanes-Oxley Act;
			5. A civil Proceeding involving;
				1. A claim that might reasonably be expected to adversely affect Sub-Recipient’s viability or financial stability; or
1. A governmental or public entity’s claim or written allegation of fraud; or
2. Any complaint filed in a legal or administrative proceeding alleging the Sub-Recipient

or its subcontractors discriminated against its employees, subcontractors, vendors,

or suppliers during the term of this Agreement; or

* + - 1. A Proceeding involving any license that Sub-Recipient is required to possess in order to perform under this Agreement.
			2. Any criminal activity that occurs by an employee, agent, or subcontractor of Sub-Recipient while conducting activities pursuant to this Agreement.
		1. Notify NorthCare, at least ninety (90) calendar days before the effective date, of a change in Sub-

Recipient’s ownership or executive management.

* 1. **CRIMINAL BACKGROUND CHECKS**
		1. Conduct or cause to be conducted a search that reveals information similar or substantially similar to information found on an Internet Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with clients or has access to client information.
1. ICHAT: [Home Page - ICHAT Menu (michigan.gov)](https://apps.michigan.gov/)
2. Michigan Public Sex Offender Registry: [http://www.mipsor.state.mi.us](http://www.mipsor.state.mi.us/)
3. National Sex Offender Registry: [http://www.nsopw.gov](http://www.nsopw.gov/)
	* 1. Conduct or cause to be conducted a Central Registry check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with children.
			1. Central Registry:

https://[www.michigan.gov/mdhhs/0,5885,7-](http://www.michigan.gov/mdhhs/0%2C5885%2C7-) 339-73971\_7119\_50648\_48330-180331--,00.html

* + 1. Require each new employee, employee, subcontractor, subcontractor employee or volunteer who, under this Agreement, works directly with clients or who has access to client information to notify the Sub-Recipient in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator, at hire or within ten (10) days of the event after hiring.
		2. Determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with clients or accessing client information related to clients under this Agreement, based on the results of a positive ICHAT response or reported criminal felony conviction or perpetrator identification.
		3. Determine whether to prohibit any employee, subcontractor, subcontractor employee or volunteer from performing work directly with children under this Agreement, based on the results of a positive
		Central Registry response or reported perpetrator identification.
		4. Require any employee, subcontractor, subcontractor employee or volunteer who may have access to any databases of information maintained by the federal government that contain confidential or personal information, including but not limited to federal tax information, to have a fingerprint background check performed by the Michigan State Police.
	1. **Evidenced Based Prevention Programming**

 Delivering services with fidelity is required for all evidence-based services, including:

* + 1. Ensuring key elements of each program are maintained including but not limited to age of intended audience, scope, frequency, and duration,
		2. Pre/post tests must be administered for each program sequence administered,
		3. All fidelity checks recommended by the developer must be used and each prevention worker must be observed during service delivery once per year, and
		4. Guidance is available upon request. Requests may be requested through the SUD Prevention Services Coordinator.
	1. **COALITIONS**

Coalition work/attendance to be funded in whole or in part by NorthCare Network, the coalition must:

* + 1. Use the Communities that Care (CTC) coalition model with fidelity which includes:
			1. Addressing Milestones and Benchmarks,
			2. Ongoing active member recruitment,
			3. Actively seek additional funds for programs, policies and practices identified in the action plan, and
			4. Attend regular coaching calls with the assigned CTC Coach.
		2. Partner with local health department to participate in Youth Tobacco Act activities,
		3. Collect community-based data to identify objectives with measurable outcomes,
		4. Have a current action plan that outlines in detail what steps the coalition will take and how those steps will impact the desired outcomes,
		5. Create a plan for monitoring effectiveness of coalition efforts,
			1. Coordinator will review during scheduled coaching sessions.
			2. Coordinator supervisor will review coaching session minutes and will review any items denoted in red with Coordinator before next scheduled coaching session.
			3. The items noted in red represent action items that have not been completed as planned.
			4. Coordinator will report updated plan developed with supervisor at next coaching session.
			5. Coach will include updates from coordinator related to item 4 in subsequent meeting minutes.
		6. Develop a plan to engage the 12 community sectors in the coalition which includes: Youth (18 or younger), Parents, Businesses, Media, Schools, Youth-serving organizations, Law enforcement, Religious/fraternal organizations, Civic/volunteer groups, Healthcare professionals and state, local, or tribal governmental agency with expertise in the field of substance use disorders and other organization involved in reducing substance use, and
		7. Address the following identified substance use prevention priorities:
			1. Reduce underage drinking and marijuana use,
			2. Reduce prescription and over-the-counter drug use/misuse, including opiates, and
			3. Youth Access to Tobacco Products
	1. **Youth tobacco**
		1. Those providing youth tobacco prevention services including but not limited to Synar activities must comply with NorthCare Network’s Youth Tobacco Protocol including:
			1. Youth Tobacco Prevention and Synar timeline, maintaining the Master Retailer List and timely submission of all documents,
			2. Use of volunteers/coalitions to promote tobacco prevention and assist with vendor education, and
			3. Hiring youth decoys.
	2. **Prevention Staff**
		1. To ensure program fidelity, efficient scheduling, and completion of proposed programming all front-line staff must be given a copy of and be familiar with the contents of the Work Plan, Programing Chart, and other contract requirements. Further, annual performance evaluations must be conducted for prevention staff. A copy of the signed job description for prevention staff must be on file at the Sub-Recipient agency.
		2. Prevention staff providing more than one type of service and coalition coordinators must:
			1. Complete a 6-hour face-to-face or virtual prevention course within 6 months of hire or present certificate of completion,
			2. The SUD Prevention Services Coordinator will host a regular Prevention Ethics training. Registration is required here: <https://forms.office.com/r/4XWH27vn2e>
			3. Hold MCBAP (Michigan Certification Board for Addiction Professionals) Prevention certification, or
			4. Have a written staff development plan with resources dedicated toward their plans. Information is available at [www.mcbap.com](http://www.mcbap.com).
			5. Staff members that consistently provide only one specific type of prevention service are:
1. Not required to be MCBAP certified,
2. Are required to complete a 6-hour face-to-face or virtual prevention ethics course within 6 months of hire, and
3. MUST be supervised by MCBAP prevention certified staff.
	* 1. The SUD Prevention Services Coordinator will host a regular Prevention Ethics training. Registration is required here: <https://forms.office.com/r/4XWH27vn2e>
		2. NorthCare Network will provide technical assistance for the staff certification process. Send requests via e-mail to the SUD Prevention Services Coordinator.
		3. NorthCare Network Prevention Providers who may be required to transport consumers shall have verification of their driver’s license completed.
		4. Notification of any change in direct service staff must be made within ten (10) days via email to the SUD Prevention Services Coordinator.
4. **Responsibilities of NORTHCARE NETWORK**
	1. **PAYMENT**

Provide payment in accordance with the terms and conditions of this Agreement based upon appropriate reports, records and documentation maintained by the Sub-Recipient.

* 1. **Report Forms**

NorthCare Network will provide any report forms and reporting formats required by MDHHS/SUGE or NorthCare Network to the Sub-Recipient at the start date of this Agreement and provide any new report forms and reporting formats proposed for issuance thereafter at least thirty (30) days prior to required usage to afford the Sub-Recipient an opportunity for review.

* 1. **Technical Assistance**

NorthCare Network will provide technical assistance to the Sub-Recipient when necessary or requested to aid in accomplishing the purpose, goals and objectives of this Agreement. Technical assistance may include support with data entry, data required for evaluation, site reviews/protocol and proper reporting. Technical assistance for prevention programming may be requested at any time by submitting a request to the SUD Prevention Services Coordinator.

* 1. **Annual Program Site Reviews**
		1. NorthCare Network will conduct an on-site, virtual, or hybrid review of all Sub-Recipients in order to monitor and evaluate prevention program outcomes, integrity of program delivery and progress toward planned serves. In addition, NorthCare Network will look for evidence that prevention planning best practice models such as risk/protective factor assessment, community assets/resource assessment were used in the service planning process beyond the basic NorthCare Network funded prevention services.
		2. Reporting timeliness and accuracy will be evaluated.
		3. The Financial Status Reports (FSR) accuracy will be monitored, and documentation may be reviewed.
		4. The program site review protocol will be available to Sub-Recipients thirty (30) days in advance of review.
		5. Findings or recommendations will be discussed with the Sub-Recipient at the time of the site review.
		6. Annual performance will be considered in determining future contract awards.
	2. **Compliance and Modifications**

NorthCare Network will notify the Sub-Recipient in writing of modifications to federal or state laws, rules and regulations affecting this Agreement and monitor compliance of all provisions contained in federal or state grant awards including rules, regulations and requirements pertaining to program elements covered by this Agreement.

1. **Assurances given to NorthCare network**
	1. **Compliance with Applicable Laws**
		1. The Sub-Recipient will comply with applicable federal and state laws, guidelines, rules and regulations in carrying out the terms of this Agreement. The Sub-Recipient will also comply with all applicable general administrative requirements, such as 2 CFR 200, covering cost principles, grant/agreement principles and audits, in carrying out the terms of this Agreement.
		2. 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, hereto, but the parties hereto retain the right to exercise any remedies available to them by law or by any other provisions of this Agreement.
		3. The Sub-Recipient will comply with the Anti-Lobbying Act (31 USC 1352) as revised by the Lobbying Disclosure Act of 1995 (2 USC 1601 et seq.), Federal Acquisition Regulations 52.203.11 and 52.203.12, and Section 503 of the Department of Labor, Health & Human Services and Education, and Related Agencies section of the current fiscal year Omnibus Consolidated Appropriations Act. Further, the Sub-Recipient must require that the language of this assurance be included in the award documents of all sub-awards at all tiers (including any sub-contracts and cooperative agreements) and that all Sub-Recipients shall certify and disclose accordingly.
		4. The Sub-Recipient agrees not to discriminate against any employee or applicant for employment or service delivery and access, with respect to their hire, tenure, terms, conditions or privileges of employment, programs and services provided or any matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information unrelated to the individual’s ability to perform the duties of the particular job or position. The Sub-Recipient further agrees that every subcontract entered into will contain a provision requiring nondiscrimination in employment, service delivery and access, herein specified binding upon each sub-grantee. This covenant is required pursuant to the Elliot Larsen Civil Rights Act (1976 PA 453, as amended, MCL 37.2201 et seq.), and the Persons with Disabilities Civil Rights Act (1976 PA 220, as amended, MCL 27.1101 et seq.), and any breach thereof may be regarded as a material breach of the contract.

* + 1. The Sub-Recipient will comply with all federal and state statutes relating to nondiscrimination. These include but are not limited to:
			1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination based on race, color or national origin;
			2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, 1685-1686), which prohibits discrimination based on sex;
			3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination based on disabilities;
			4. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination based on age;
			5. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination based on drug abuse;
			6. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination based on alcohol abuse or alcoholism;
			7. Sections 523 and 527 of the Public Health Service Act of 1944 (42 U.S.C. 290dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records;
			8. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and,
			9. The requirements of any other nondiscrimination statute(s) which may apply to the application.
		2. Additionally, assurance is given to NorthCare that proactive efforts will be made to identify and encourage the participation of minority owned and women-owned businesses, and businesses owned by persons with disabilities in contract solicitations. The Sub-Recipient must include language in all contracts awarded: (1) prohibiting discrimination against minority owned and women-owned business, and businesses owned by persons with disabilities in subcontracting; and (2) making discrimination a material breach of contract.
		3. Assurance is hereby given to NorthCare Network and MDHHS that the Sub-Recipient will comply with federal regulation 2 CFR Part 180 and certifies to the best of its knowledge and belief that it, its employees, and its subcontractors:
			1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department, MDHHS or NorthCare Network,
			2. 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 or records, making false statements, or receiving stolen property;
			3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with any commission of any of the offenses enumerated in section b, and
			4. Have not within a 3-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
		4. The Sub-Recipient 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, daycare, 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; services 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. The Sub-Recipient assures us this language will be included in any sub-awards that contain provisions for children’s services.
		5. The Sub-Recipient also assures, 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 environment. Smoking must not be permitted anywhere in the facility or those parts of the facility under the control of the Sub-Recipient. If activities or services are delivered in facilities or areas that are not under the control of the Sub-Recipient (e.g., a mall, restaurant, or private work site), the activities or services shall be smoke-free.
		6. The Sub-Recipient will comply with the Hatch Political Activity Act (5 U.S.C. 1501-1508, 5 U.S.C. 7321-7326), and the Intergovernmental Personnel Act of 1970 (P.L. 91-648), as amended by Title VI of the Civil Service Reform Act of 1978 (P.L 95-454). Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.
		7. The Sub-Recipient will comply with the Whistleblower Protection Act (41 U.S.C. 4172) and must insert this clause in all subcontracts.
		8. The Sub-Recipient will comply with the Victims of Trafficking and Violence Protection Act of 2000 (P.L. 106-386), as amended.
		9. The Sub-Recipient must comply with the MDHHS non-discrimination statement: “The MDHHS does not discriminate against an individual or group on the basis of race, color, national origin, sex, disability, religion, age, height, weight, familial status, partisan considerations or genetic information. Sex-based discrimination includes, but is not limited to, discrimination based on sexual orientation, gender identity, gender expression, sex characteristics, and pregnancy”.
	1. **CONFIDENTIALITY**
		1. Both NorthCare Network and the Sub-Recipient shall assure that medical services and information contained in medical records of persons served under this Agreement or other such recorded information required 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 either the beneficiary or a person responsible for the beneficiary, except as may be otherwise required by applicable law or regulation. Such information may be disclosed in summary, statistical or other forms which do not directly or indirectly identify individuals. Both parties 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 all subsequent amendments thereto.
		2. To the extent that the Health Insurance Portability and Accountability Act (HIPAA) is applicable to the Sub-Recipient under this Agreement, the Sub-Recipient assures that it is in compliance with the HIPAA requirements. The Sub-Recipient must maintain the confidentiality, security and integrity of beneficiary information that is used in connection with the performance of this Agreement to the extent and under the conditions specified in all applicable state and federal laws including HIPAA, the Michigan Public Health Code, and 42 CFR Part 2. All beneficiary information, medical records, data, and data elements collected, maintained, or used in the administration of this Agreement must be protected by the Sub-Recipient from unauthorized disclosure. The Sub-Recipient must provide safeguards that restrict the use or disclosure of information concerning beneficiaries to purposes directly connected with this Agreement. The Sub-Recipient must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements.
	2. **Conflict of Interest**

The Sub-Recipient, NorthCare Network, and MDHHS are subject to the provisions of 1968 PA 317, as amended, 1973 PA 196, as amended, and 2 CFR 200. 318(c)(1) and (2).

* 1. **subcontracts**

 The Sub-Recipient assures that for any subcontracted service, activity or product:

* + 1. A written subcontract is executed by all affected parties prior to the initiation of any new subcontract activity. Exceptions to this policy may be granted by NorthCare Network upon written request within thirty (30) days of execution of subcontract agreement,
		2. An executed subcontract becomes part of this Agreement and shall require the subcontractor to comply with all applicable terms and conditions of this Agreement. In the event of a conflict between this Agreement and the provisions of the subcontract, the provisions of this Agreement shall prevail,
		3. A conflict between this Agreement and a subcontract, however, shall not be deemed to exist where the subcontract contains additional non-conflicting provisions or requires the subcontractor to perform duties and/or services in less time than that afforded in this Agreement,
		4. The subcontract does not affect NorthCare's accountability to MDHHS/SUGE,
		5. Billing or request for reimbursement for subcontracted costs is supported by a valid subcontract and adequate source documentation on costs and services, and
		6. The Sub-Recipient will submit a copy of the executed subcontract during the annual program site review.
	1. **Procurement**
		1. The Sub-Recipient will ensure that all purchase transactions, whether negotiated or advertised, are conducted openly and competitively in accordance with the principles and requirements of 2 CFR 200.
		2. Funding from this Agreement must not be used for the purchase of foreign goods or services.
		3. Preference must be given to goods and services manufactured or provided by Michigan businesses, if they are competitively priced and of comparable quality.
		4. Preference must be given to goods and services that are manufactured or provided by Michigan businesses owned and operated by veterans, if they are competitively priced and of comparable quality.
		5. Records must be sufficient to document the significant history of all purchases and must be maintained for a minimum of seven (7) years after the end of the Agreement period.
1. **FINANCIAL REQUIREMENTS**
	1. **Payment and Reporting Procedures**
		1. The payment procedures are described in this section and in **Attachment C: Budget**, which is hereby made a part of this Agreement. All funding categories will be present within the Program Budget Summary (**Attachment C: Budget**).
		2. Financial Status Report (FSR) shall be prepared and submitted to NorthCare Network **monthly**, on or before the 20th of the following calendar month. The FSR must be submitted on the form provided by NorthCare Network (**Attachment D: FSR**) and must reflect total actual program expenditures, regardless of source funds. The final FSR is due **NO LATER** than **October 31, XXXX,** via email to accountspayable@northcarenetwork.org
		3. The Sub-Recipient will be reimbursed in accordance with the performance-based grant reimbursement mechanism as follows; reimbursement from NorthCare Network based on the understanding that MDHHS funds will be paid up to total costs in relation to the MDHHS’s share of the total costs and up to the total MDHHS allocation as agreed to in the approved budget. MDHHS funds are first source after fees and earmarked sources unless a specific local match condition exists. The NorthCare funding allocation will be affected by the performance of planned activities outlined in the work plan. Planned activity will be monitored quarterly by NorthCare with Sub-Recipient follow-up as necessary.
	2. **Notice of Funding Excess or Insufficiency**

 The Sub-Recipient must advise NorthCare Network in writing by **April 15, XXXX,** if the amount of the funding is adequate, may not be used in its entirety, or appears to be insufficient. If there will be insufficient funds, the SUD Prevention Services Coordinator must be notified.

* 1. **Make reasonable efforts to collect fees**

Any under-recovery of otherwise available funds such as registration fees, resulting from failure to bill or collect for eligible services, will be excluded from reimbursable expenditures.

* 1. **UNALLOWABLE SERVICES/COSTS AND FINANCIAL PAYBACKS**

Should the Sub-Recipient fail to fulfill its obligations as required under this Agreement, thereby resulting in unallowable Medicaid services and/or cost claims, it shall not be reimbursed by NorthCare hereunder for any such services and/or cost claims. The Sub-Recipient shall repay to NorthCare any Medicaid (federal share, State share, P.A. 500 of 2012, and/or Local) payments made by NorthCare to the Sub-Recipient for such unallowable services and/or cost claims. This revenue reimbursement requirement will survive the termination of this Agreement and repayment will be made by the Sub-Recipient to NorthCare within sixty (60) business days of NorthCare’s final disposition notification to the Sub-Recipient that NorthCare has made unallowable payments to the Sub-Recipient for unallowable services and/or cost claims and, thereby, financial payback by the Sub-Recipient is required.

* 1. **DISALLOWED EXPENDITURES AND FINANCAL PAYMENT**

 In the event that the MDHHS, NorthCare, the State of Michigan, or the federal government ever determines in any final revenue and expenditure reconciliation and/or any final finance or service audit that the Sub-Recipient has been paid inappropriately per NorthCare’s expenditures of federal, State, and/or local funds pursuant to this Agreement for Medicaid or non-Medicaid program services claims and/or cost claims which are later disallowed, the Sub-Recipient shall fully repay NorthCare for such disallowed payments within sixty (60) days of the NorthCare's final disposition notification of the disallowances, unless NorthCare authorizes, in writing, additional time for repayment.

* 1. **Agreement Period**

NorthCare Network has the option to assume no responsibility or liability for costs incurred by the Sub-Recipient prior to the signing of this Agreement.

1. **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 provisions of this Agreement.

1. **State of Michigan Agreement**

This Agreement is governed, construed and enforced in accordance with Michigan law. Any dispute arising from

this Agreement shall be resolved in the State of Michigan.

1. **ASSIGNMENT**

 Neither this Agreement nor any rights or obligations hereunder shall be assignable by the Sub-Recipient without the prior written consent of NorthCare nor shall the duties imposed herein be delegated without the prior written consent of NorthCare. Any attempted assignment in violation of this section shall be void ab initio. This Agreement shall be binding upon NorthCare and the Sub-Recipient and their respective successors and permitted assigns.

1. **DISREGARDING TITLES**

 The titles of the sections in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

1. **COMPLETENESS OF THE AGREEMENT**

 This Agreement, the Attachments, and the additional and supplementary documents incorporated herein by specific reference contain all the terms and conditions agreed upon by NorthCare and the Sub-Recipient and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind either NorthCare or the Sub-Recipient.

1. **CERTIFICATION**

The persons signing this Agreement on behalf of the parties here to certify by said signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by 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.

 **NORTHCARE NETWORK**

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Megan Rooney, CEO Date

**ORGANIZATION**

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Agency Designated Signer, Title Date

**Attachments**

Attachment A: Work Plan

Attachment B: Programming Chart

Attachment C: Budget

Attachment D: Reporting

Attachment E: FSR

**ATTACHMENT A**

**Work Plan**

**ATTACHMENT B**

**PROGRAMMING CHART**

|  |
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|  |
| Prevention Services | Time | Individuals | Population | Type | County/School |
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**ATTACHMENT C**

**BUDGET**

**ATTACHMENT D**

**REPORTING**

|  |  |  |  |
| --- | --- | --- | --- |
| **Report** | **Period** | **Due Date** | **Instructions & Specifications** |
| FSRFinancial Status Report | Monthly | By 20th of following monthFinalOctober 31st | Email to: | Accounts Payableaccountspayable@northcarenetwork.org |
| Notice of Excess or Insufficient Funds | Annually | By April 15th | E-mail to: | Alexandra Williamsawilliams@northcarenetwork.org |
| Annual Audit Report | Annually | Within 8 months of subrecipient’s year end | Mail to: | Dawn Reagor1230 Wilson St.Marquette, MI 49855 |
| Michigan Prevention Data System | Monthly | By 5th of following month | Entry: | mpds.sudpds.com |
| Work Plan Progress Report | Quarterly | January 30thApril 30th July 30th October 30th | E-mail to: | Alexandra Williamsawilliams@northcarenetwork.org |
| Tobacco |
| Vendor Education | Annual | To be determined by MDHHS | E-mail to: | Alexandra Williamsawilliams@northcarenetwork.org |
| Formal SYNAR Compliance Checks Report | Annual | To be determined by MDHHS | Mail to: | Alexandra Williams1230 Wilson St.Marquette, MI 49855 **and**awilliams@northcarenetwork.org |
| YATAR*Youth Access to Tobacco Activity Annual Report* | Annual | October 16th | E-mail to: | Alexandra Williamsawilliams@northcarenetwork.org |
| Important Meeting Dates |
| CTC and Prevention Provider Meetings | Quarterly | Q1: December 19thQ2: March 20thQ3: June 19thQ4: September 18th | 9 am – 11 am: Coalition Specific11:30 am – 2 pm: All Prevention Providers<https://zoom.us/j/6709659582> |

**ATTACHMENT E**

**FSR**