

**Grant Agreement Between  
Michigan Department of Health and Human Services  
hereinafter referred to as the "Department" or "MDHHS"  
and**

**Detroit-Wayne Mental Health Authority  
Wayne, Charter County Of 707 W. Milwaukee  
Detroit MI 48202 2500**

**Federal I.D.#: 46-3351818, Unique Entity Identifier: QGC8C6SPJ5T8  
hereinafter referred to as the "Grantee" or "CMHSP"  
for**

**Community Mental Health Services Programs - 2024**

**1. Period of Agreement:**

This Agreement will commence on the date of the Grantee's signature or October 1, 2023, whichever is later, and continue through September 30, 2024. No service will be provided and no costs to the state will be incurred prior to October 1, 2023 or the effective date of the Agreement, whichever is later. Through the Agreement, the date of the Grantee's signature or October 1, 2023, whichever is later, will be referred to as the start date. This Agreement is in full force and effect for the period specified.

**2. Program Budget and Agreement Amount:**

**A. Agreement Amount:**

Total funding available for managed mental health supports and services is identified in the annual Legislative Appropriation for community mental health services programs. Payment to the CMHSP will be paid based on the funding amount specified in Part II, Section 7.0 of this contract. The value of this contract is contingent upon and subject to enactment of legislative appropriations and availability of funds.

The terms and conditions of this contract are those included in: (a) Part I: Contractual Services Terms and Conditions; (b) Part II: Statement of Work; and (c) all Attachments as specified in Parts I and II of the contract.

The Agreement is designated as a:

- Subrecipient relationship (federal funding); or
- Recipient (non-federal funding).

The Agreement is designated as:

- Research and development project; or
- Not a research and development project.

**3. Grantee's Financial Contact for the Agreement:**

The financial contact acting on behalf of the Grantee for this Agreement is:

Stacie Durant

Chief Financial Officer

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Name

Title

sdurant@dwhn.org

(313) 344-9874

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E-Mail Address

Telephone No.

**4. Special Certification:**

The individuals signing this Agreement certify by their signatures that they are authorized to sign this Agreement on behalf of the organization specified.

**5. Signature Section:**

**FOR the GRANTEE**

**Detroit-Wayne Mental Health Authority**

Eric Doeh

Executive Director

09/25/2023

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Name

Title

Date

**For the Michigan Department of Health and Human Services**

Christine H. Sanches

09/22/2023

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Christine H. Sanches, Director

Date

Bureau of Grants and Purchasing

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## **Definitions/Explanation of Terms**

[Definitions/Explanation of Terms](#)

**Part I**  
**Contractual Services Terms and Conditions**

**1.0 Purpose**

The Michigan Department of Health & Human Services (MDHHS), hereby enters into a contract with the CMHSP identified on the signature page of this contract. The purpose of this contract is to obtain the services of the CMHSP to manage and provide a comprehensive array of mental health services and supports as indicated in this contract.

**2.0 Issuing Office**

This contract is issued by the Michigan Department of Health & Human Services (MDHHS). The MDHHS is the sole point of contact regarding all procurement and contractual matters relating to the services described herein. MDHHS is the only entity authorized to change, modify, amend, clarify, or otherwise alter the specifications, terms, and conditions of this contract. Inquiries and requests concerning the terms and conditions of this contract, including requests for amendment, shall be directed by the CMHSP to the attention of the Director of MDHHS's Behavioral and Physical Health and Aging Services Administration and by the MDHHS to the contracting organization's Executive Director.

**3.0 Contract Administrator**

The person named below is authorized to administer the contract on a day-to-day basis during the term of the contract. However, administration of this contract implies no authority to modify, amend, or otherwise alter the payment methodology, terms, conditions, and specifications of the contract. That authority is retained by the Department of Health & Human Services, subject to applicable provisions of this Agreement regarding modifications, amendments, extensions or augmentations of the contract (Section 16.0). The Contract Administrator for this project is:

Kristen Jordan, Director  
Bureau of Specialty Behavioral Health Services  
Behavioral and Physical Health and Aging Services Administration  
Department of Health & Human Services  
400 S. Pine  
Lansing, Michigan 48913

**4.0 Term of Contract**

The term of this contract shall be from October 1, 2023 through September 30, 2024. The contract may be extended in increments no longer than 12 months, contingent upon mutual agreement to an amendment to the financial obligations reflected in Attachment C 7.0.1 and other changes agreed upon by the parties for no more than three one-year extensions after September 30, 2024. Fiscal year payments are contingent upon and subject to enactment of legislative appropriations.

## **5.0 Payment Methodology**

The financing specifications are provided in Part II, Section 7.0 "Contract Financing", and authorized payments are described in Attachment C 7.0.1 to this contract.

## **6.0 Liability**

### **6.1 Cost Liability**

The MDHHS assumes no responsibility or liability for costs under this contract incurred by the CMHSP prior to the start date. Total liability of the MDHHS is limited to the terms and conditions of this contract.

### **6.2 Contract Liability**

- A. 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 CMHSP under this contract shall be the responsibility of the CMHSP, and not the responsibility of the MDHHS, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the CMHSP, its employees, officers or agent. Nothing herein shall be construed as a waiver of any governmental immunity for the County(ies), the CMHSP, its agencies or employees as provided by statute or modified by court decisions.
- B. 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 the MDHHS under this contract shall be the responsibility of the MDHHS and not the responsibility of the CMHSP if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of MDHHS, its employees, or officers. Nothing herein shall be construed as a waiver of any governmental immunity for the state, the MDHHS, its agencies or employees or as provided by statute or modified by court decisions.
- C. The CMHSP and MDHHS agree that written notification shall take place immediately of pending legal action that may result in an action naming the other or that may result in a judgment that would limit the CMHSP's ability to continue service delivery at the current level. This includes actions filed in courts or governmental regulatory agencies.

## **7.0 CMHSP Responsibilities**

The CMHSP shall be responsible for the development of the service delivery system and the establishment of sufficient administrative capabilities to carry out the requirements and obligations of this contract. The CMHSP is responsible for complying with all reporting requirements as specified in this contract. Data reporting requirements are specified in Part II, Section 6.5 of the contract. Finance reporting requirements are specified in Part II, Section 7.8. Additional requirements are identified in Attachment C 7.0.2 (Performance Objectives).

### **7.1 MDHHS Standard Consent Form**

MDHHS Standard Consent Form Michigan PA 129 of 2014 was enacted to promote the use and acceptance of a standard consent form. Contractor must implement a written policy that requires the provider network to use, accept, and honor the standard consent form created as a result of the Public Act (Form MDHHS-5515). Per PA 559 of 2016, the policy must recognize written consent is not always required.

## **8.0 Acknowledgment of MDHHS Financial Support**

The CMHSP shall reference the MDHHS as providing financial support in publications including annual reports and informational brochures.

## **9.0 Disclosure**

All information in this contract is subject to the provisions of the Freedom of Information Act, 1976 PA 442, as amended, MCL 15.231, et seq.

## **10.0 Contract Invoicing and Payment**

MDHHS funding obligated through this contract includes both state and federal funds, which the state is responsible to manage. Detail regarding the MDHHS financing obligation is specified in Part II, Section 7.0 of this contract and in Attachment C 7.0.1 to this contract. Invoicing for PASARR is addressed in Attachment C 4.5.1, the PASARR Agreement.

## **11.0 Litigation**

The state, its departments, and its agents shall not be responsible for representing or defending the CMHSP, the CMHSP's personnel, or any other employee, agent or sub-contractor of the CMHSP, named as a defendant in any lawsuit or in connection with any tort claim. The MDHHS and the CMHSP agree to make all reasonable efforts to cooperate with each other in the defense of any litigation brought by any person or people not a party to the contract.

The CMHSP shall submit annual litigation reports to MDHHS, providing the following detail for all civil litigation that the CMHSP, sub-contractor, or the CMHSP's insurers or insurance agents are parties to:

1. Case name and docket number
2. Name of plaintiff(s) and defendant(s)
3. Names and addresses of all counsel appearing
4. Nature of the claim
5. Status of the case

The provisions of this section shall survive the expiration or termination of the contract.

## **12.0 Cancellation**

### **Material Default**

The MDHHS may cancel this contract for material default of the CMHSP. Material default is defined as the substantial failure of the CMHSP to meet CMHSP certification requirements as stated in the Michigan Mental Health Code (Section 232a) or other Mental Health Code mandated provisions. In case of material default by the CMHSP, the MDHHS may cancel this contract without further liability to the state, its departments, agencies, or employees and procure services from other CMHSPs or other providers of mental health services that the department has determined can operate in compliance with applicable standards and are capable of maintaining the delivery of services within the county or counties.

In canceling this contract for material default, the MDHHS shall provide written notification at least 90 days prior to the cancellation date of the MDHHS intent to cancel this contract to the CMHSP and the relevant County (or Counties) Board of Commissioners. The CMHSP may correct the problem during the 90 day interval, in which case cancellation shall not occur. In the event that this contract is canceled, the CMHSP shall cooperate with the MDHHS to implement a transition plan for recipients. The MDHHS shall have the sole authority for approving the adequacy of the transition plan, including providing for the financing of said plan, with the CMHSP responsible for providing the required local match funding. The transition plan shall set forth the process and time frame for the transition. The CMHSP will assure continuity of care for all people being served under this contract until all service recipients are being served under the jurisdiction of another contractor selected by the MDHHS.

The CMHSP will cooperate with the MDHHS in developing a transition plan for the provision of services during the transition period following the end of this contract, including the systematic transfer of each recipient and clinical records from the CMHSP's responsibility to the new contractor.

### **13.0 Closeout**

If this contract is canceled or not renewed, the following shall take effect:

- A. Within 45 days (interim), and 90 days (final), following the end date imposed by Part I, Section 12.0, the CMHSP shall provide to the MDHHS, all financial, performance and other reports required by this contract.
- B. Payment for any and all valid claims for services rendered to covered recipients prior to the effective end date shall be the CMHSP's responsibility, and not the responsibility of the MDHHS.
- C. The portion of all reserve accounts maintained by the CMHSP that were funded with MDHHS funds and related interest are owed to the MDHHS within 90 days, less amounts needed to cover outstanding claims or liabilities unless otherwise directed in writing by the MDHHS.
- D. Reconciliation of equipment with a value exceeding \$5,000, purchased by the CMHSP within the last two fiscal years, will occur as part of settlement of this contract. The CMHSP will submit to the MDHHS an inventory of equipment meeting the above specifications within 45 days of the end date. The inventory listing must identify the current value and proportion of GF funds used to purchase each item, and also whether or not the equipment is required by the CMHSP as part of continued service provision to the continuing service population. The MDHHS will provide written notice within 90 days or less of any needed settlements concerning the portion of funds ending. If the CMHSP disposes of the equipment, the appropriate portion of the value must be returned to the MDHHS (or used to offset costs in the final financial report).
- E. All earned carry-forward funds and savings from prior fiscal years that remain unspent as of the end date, must be returned to the MDHHS within 90 days. No carry-forward funds or savings as provided in Part II, Section 7.7.1 and 7.7.1.1, can be earned during the year this contract ends, unless specifically authorized in writing by the MDHHS.
- F. All financial, administrative and clinical records under the CMHSP's responsibility must be retained according to the retention schedules in place by the Department of Management and Budget's (DTMB) General Schedule #20 at: [https://www.michigan.gov/documents/dtmb/RMS\\_GS20\\_640204\\_7.pdf](https://www.michigan.gov/documents/dtmb/RMS_GS20_640204_7.pdf) unless directed otherwise in writing by the MDHHS.

Should additional statistical or management information be required by the MDHHS, after this contract has ended or is canceled, at least 45 days notice shall be provided to the CMHSP.



#### **14.0 Confidentiality**

Both the MDHHS and the CMHSP shall assure that services and supports to and information contained in the records of people served under this Agreement, or other such recorded information required to be held confidential by federal or state law, rule or regulation, in connection with the provision of services or other activity under this Agreement shall be privileged communication, shall be held confidential, and shall not be divulged without the written consent of either the recipient or a person responsible for the recipient, except as may be otherwise required by applicable law or regulation. Such information may be disclosed in summary, statistical, or other form, which does not directly or indirectly identify particular individuals.

#### **15.0 Assurances**

The following assurances are hereby given to the MDHHS:

##### **15.1 Compliance with Applicable Laws**

The CMHSP will comply with applicable federal and state laws, guidelines, rules and regulations in carrying out the terms of this Agreement.

##### **15.2 Anti-Lobbying Act**

With regard to any federal funds received or utilized under this Agreement, the CMHSP will comply with the Anti-Lobbying Act (31 U.S.C. 1352) as revised by the Lobbying Disclosure Act of 1995 (2 U.S.C. 1601 et seq.), Federal Acquisition Regulations 52.203.11 and 52.203.12, and Section 503 of the Departments of Labor, Health & Human Services, and Education, and Related Agencies section of the current fiscal year Omnibus Consolidated Appropriations Act. Further, the CMHSP must require that the language of this assurance be included in the award documents of all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

##### **15.3 Non-Discrimination**

In the performance of any contract or purchase order resulting here from, the CMHSP 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, ancestry, 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. The CMHSP further agrees that every sub-contract entered into for the performance of any contract or purchase order resulting here from will contain a provision requiring non-discrimination in employment, service delivery and access, as herein specified binding upon each sub-contractor. 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 P.A. 220, as

amended, MCL 37.1101 et seq.), and Section 504 of the Federal Rehabilitation Act 1973, P.L. 93-112, 87 Stat. 394, and any breach thereof may be regarded as a material breach of the contract or purchase order.

Additionally, assurance is given to the MDHHS that pro-active efforts will be made to identify and encourage the participation of minority-owned, women-owned, and handicapper-owned businesses in contract solicitations. The CMHSP must incorporate language in all contracts awarded: (1) prohibiting discrimination against minority-owned, women-owned, and handicapper-owned businesses in sub-contracting; and (2) making discrimination a material breach of contract.

#### **15.4 Debarment and Suspension**

With regard to any federal funds received or utilized under this Agreement, assurance is hereby given to the MDHHS that the CMHSP will comply with federal regulation 2 CFR 180 and 22 CFR 513 and certifies to the best of its knowledge and belief that it, including its employees and sub-contractors:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or CMHSP;
- B. Per 22 CFR 513.320(a), have not within a five-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) or private transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section B, and;
- D. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default; and
- E. Per 22 CFR 513.320(a), have not committed an act of so serious or compelling a nature that it affects the Grantee's present responsibilities.

#### **15.5 Pro-Children Act and Smoke-Free Activities**

Assurance is hereby given to the MDHHS that the CMHSP will comply with Public Law 103-227, also known as the Pro-Children Act of 1994, 20 U.S.C. 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. The CMHSP also assures that this language will be included in any sub-awards, which contain provisions for children's services.

The CMHSP also assures, in addition to compliance with P.L. 103-227, any activity funded in whole or in part through this Agreement will be delivered in a smoke-free facility or environment. Smoking must not be permitted anywhere in the facility, or those parts of the facility under the control of the Grantee. If activities are delivered in facilities or areas that are not under the control of the Grantee (e.g., a mall, restaurant or private work site), the activities must be smoke-free.

**15.6 Hatch Act and Intergovernmental Personnel Act**

The CMHSP will comply with the Hatch 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.

**15.7 Limited English Proficiency**

The CMHSP shall comply with the Office of Civil Rights Policy Guidance on the Title VI Prohibition Against Discrimination as it Affects Persons with Limited English Proficiency. This guidance clarifies responsibilities for providing language assistance under Title VI of the Civil Rights Act of 1964.

**15.8 Health Insurance Portability and Accountability Act**

To the extent that the Health Insurance Portability and Accountability Act (HIPAA) is applicable to the Grantee under this Agreement, the Grantee assures that it is in compliance with the requirements of HIPAA including the following: The HIPAA Privacy Rule; 45 CFR Part 160, Subparts A – C; 45 CFR Part 164, Subparts A, C, D, E,; 42 CFR Part 2, Subparts A – E (SUD Specific); and Michigan Mental Health Code 330.1748:

- A. The Grantee must not share any protected health information provided by the Department that is covered by HIPAA except as permitted or

required by applicable law, or to a subcontractor as appropriate under this Agreement.

- B. The Grantee will ensure that any subcontractor will have the same obligations as the Grantee not to share any protected health data and information from the Department that falls under HIPAA requirements in the terms and conditions of the subcontract.
- C. The Grantee must only use the protected health data and information for the purposes of this Agreement.
- D. The Grantee must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Grantee's employees.
- E. The Grantee must have a policy and procedure to immediately report to the Department any suspected or confirmed unauthorized use or disclosure of protected health information that falls under the HIPAA requirements of which the Grantee becomes aware. The Grantee will work with the Department to mitigate the breach and will provide assurances to the Department of corrective actions to prevent further unauthorized uses or disclosures. The Department may demand specific corrective actions and assurances and the Grantee must provide the same to the Department.
- F. Failure to comply with any of these contractual requirements may result in the cancellation of this Agreement in accordance with Part 1, Section 12.0.
- G. In accordance with HIPAA requirements, the Grantee is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information, including without limitation the Department's costs in responding to a breach, received by the Grantee from the Department or any other source.
- H. The Grantee will enter into a business associate agreement should the Department determine such an agreement is required under HIPAA.

#### **15.9 State Data - Reserved**

#### **15.10 Data Privacy and Information Security - Reserved**

### **16.0 Modifications, Consents and Approvals**

This contract will not be modified, amended, extended, or augmented, except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

## **17.0 Entire Agreement**

The following documents constitute the complete and exhaustive statement of the agreement between the parties as it relates to this transaction.

- A. This contract including attachments and appendices
- B. Michigan Mental Health Code and Administrative Rules
- C. Michigan Public Health Code and Administrative Rules
- D. MDHHS Appropriations Act in effect during the contract period
- E. All other pertinent federal and state statutes, rules and regulations
- F. All final MDHHS guidelines, final technical requirements as referenced in the contract - Additional guidelines and technical requirements may be added as provided for in Part I, Section 16.0 of this contract.

In the event of any conflict over the interpretation of the specifications, terms, and conditions indicated by the MDHHS and those indicated by the CMHSP, the dispute resolution process included in Part I, Section 18.0 of this contract will be utilized.

This contract supersedes all proposals or prior agreements, oral or written, and all other communications pertaining to the purchase of mental health supports and services for the non-Medicaid population between the parties.

## **18.0 Dispute Resolution**

Disputes by the CMHSP may be pursued through the dispute resolution process.

In the event of the unsatisfactory resolution of a non-emergent contractual dispute or compliance/performance dispute, and if the CMHSP desires to pursue the dispute, the CMHSP shall request that the dispute be resolved through the dispute resolution process. This process shall involve a meeting between agents of the CMHSP and the MDHHS. The MDHHS Deputy Director of Behavioral and Physical Health and Aging Services Administration will identify the appropriate Deputy Director(s) or other department representatives to participate in the process for resolution. The Deputy Director may handle disputes involving financial matters unless the MDHHS Director has delegated these duties to the Administrative Tribunal.

The CMHSP shall provide written notification requesting the engagement of the dispute resolution process. In this written request, the CMHSP shall identify the nature of the dispute, submit any documentation regarding the dispute, and state a proposed resolution to the dispute. The MDHHS shall convene a dispute resolution meeting within 20 calendar days of receipt of the CMHSP request. The Deputy Director shall provide the CMHSP and MDHHS representative(s) with a written decision regarding the dispute within 14 calendar days following the dispute resolution meeting. The decision of the Deputy Director shall be the final MDHHS position regarding the dispute.

Any corrective action plan issued by the MDHHS to the CMHSP regarding the action being disputed by the CMHSP shall be on hold pending the final MDHHS decision regarding the dispute.

In the event of an emergent compliance dispute, the dispute resolution process shall

be initiated and completed within five (5) working days.

#### **19.0 No Waiver of Default**

The failure of the MDHHS to insist upon strict adherence to any term of this contract shall not be considered a waiver or deprive the MDHHS of the right thereafter to insist upon strict adherence to that term, or any other term, of the contract.

#### **20.0 Severability**

Each provision of this contract shall be deemed to be severable from all other provisions of the contract and, if one or more of the provisions shall be declared invalid, the remaining provisions of the contract shall remain in full force and effect.

#### **21.0 Disclaimer**

All statistical and fiscal information contained within the contract and its attachments, and any amendments and modifications thereto, reflect the best and most accurate information available to MDHHS at the time of drafting. No inaccuracies in such data shall constitute a basis for legal recovery of damages, either real or punitive. MDHHS will make corrections for identified inaccuracies to the extent feasible.

Captions and headings used in this contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this contract.

#### **22.0 Relationship of the Parties (Independent Contractor)**

The relationship between the MDHHS and the CMHSP is that of client and independent contractor. No agent, employee, or servant of the CMHSP or any of its sub-contractors shall be deemed to be an employee, agent or servant of the state for any reason. The CMHSP will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and sub-contractors during the performance of a contract resulting from this contract.

#### **23.0 Notices**

Any notice given to a party under this contract must be written and shall be deemed effective, if addressed to such party at the address indicated on the signature page of this contract upon (a) delivery, if hand delivered; (b) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this section; (c) the third business day after being sent by U.S. mail, postage prepaid, return receipt requested; or (d) the next business day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

Either party may change its address where notices are to be sent by giving written notice in accordance with this section.

#### **24.0 Unfair Labor Practices**

Under MCL 423.324, MDHHS may void any Agreement with a Grantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

#### **25.0 Survivor**

Any provisions of the contract that impose continuing obligations on the parties including, but not limited to, the CMHSP's indemnity and other obligations, shall

survive the expiration or cancellation of this contract for any reason.

**26.0 Governing Law**

This Agreement is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Agreement are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Agreement must be resolved in the Michigan Court of Claims. Complaints against the State must be initiated in Ingham County, Michigan. Grantee waives any objections, such as lack of personal jurisdiction or forum non conveniens. Grantee must appoint an agent in Michigan to receive service of process.

## Attachments

### **Part II Statement of Work**

[PART II: STATEMENT OF WORK](#)

### **C 1.3.1 County of Financial Responsibility COFR**

[County of Financial Responsibility COFR](#)

### **C 3.1.1 Access System Standards**

[Access System Standards](#)

### **C 3.3.1 Person-Centered Planning**

[Person-Centered Planning](#)

### **C 3.3.4 Self-Determination & Fiscal Intermediary Guideline**

[Self-Determination & Fiscal Intermediary Guideline](#)

### **C 3.3.5.1 Recovery Policy & Practice Advisory**

[Recovery Policy & Practice Advisory](#)

### **C.4.4 Special Populations Metrics and Reporting Template**

[Special Populations Metrics and Reporting Template](#)

### **C 4.5.1 PASARR Agreement**

[PASARR Agreement](#)

### **C 4.7.2 Technical Requirement for SED Children**

[Technical Requirement for SED Children](#)

### **C 6.3.2.1 CMHSP Local Dispute Resolution Process**

[CMHSP Local Dispute Resolution Process](#)

### **C 6.3.2.2 FSS Guidelines for Determining Eligibility of Applicants**

[FSS Guidelines for Determining Eligibility of Applicants](#)

### **C 6.3.2.3A CEU Requirements for RR Staff**

[CEU Requirements for RR Staff](#)

### **C 6.3.2.3B RR Training Standards for CMH and Provider Staff TR**

[RR Training Standards for CMH and Provider Staff TR](#)

### **C 6.3.2.4 Recipient Rights Appeal Process**

[Recipient Rights Appeal Process](#)

### **C 6.5.1.1 CMHSP Reporting Requirements**

[CMHSP Reporting Requirements](#)

### **C 6.8.1.1 QI Programs for CMHSPs**

[QI Programs for CMHSPs](#)

### **C.6.8.3.1 TR for Behavior Treatment Plan Review Committees**

[TR for Behavior Treatment Plan Review Committees](#)

### **C 6.9.1.1 IST & NGRI Protocol**

[IST & NGRI Protocol](#)

### **C 6.9.1.2 State Facility Contract**

[State Facility Contract](#)

### **C 6.9.3.1 Housing Practice Guideline**

[Housing Practice Guideline](#)

### **C 6.9.3.2 Inclusion Practice Guideline**

[Inclusion Practice Guideline](#)



**C 6.9.3.3 Consumerism Practice Guideline**

[Consumerism Practice Guideline](#)

**C 6.9.5.1 Jail Diversion Practice Guideline**

[Jail Diversion Practice Guideline](#)

**C 6.9.6.1 Special Education to Community Transition Planning Policy**

[Special Ed-to-Community Transition Planning Policy](#)

**C 6.9.8.1 Family-Driven and Youth-Guided Policy & Practice Guideline**

[Family-Driven and Youth-Guided Policy & Practice Guideline](#)

**C 6.9.9.1 Employment Works! Policy**

[Employment Works! Policy](#)

**C 6.9.7.1 CMHSP Trauma Policy**

[CMHSP Trauma Policy](#)

**C 7.0.1 MDHHS Funding**

[MDHHS Funding](#)

**C 7.0.2 Performance Objectives**

[Performance Objectives](#)

**C 7.6.1 CMH Compliance Examination Guidelines**

[CMH Compliance Examination Guidelines](#)

**C 7.6.2 Appeal Process for Compliance Examination Management**

**Decisions**

[Appeal Process for Compliance Examination Management Decisions](#)

**C 9.3.2.1 MDHHS Audit Report and Appeal Process**

[MDHHS Audit Report and Appeal Process](#)

**Attachment A - General Fund Distribution Model**

[Attachment A - CMHSP General Fund Distribution Model](#)