

Lakeshore Regional Entity Contract Agreement

THIS Gambling Disorder Prevention Contract ("Agreement") is entered into and shall become effective on 10/1/2020, by and between KWB Strategies ("Contractor") and the **LAKESHORE REGIONAL ENTITY**.

RECITALS:

WHEREAS, Entity is a community mental health regional entity formed under the Mental Health Code, 1974 P.A. 258, MCL 330.1001 et seq., specifically MCL 330.1204b, by five (5) community mental health services programs to serve as the Medicaid Prepaid Inpatient Health Plan ("PIHP") for the region designated by the Michigan Department of Health and Human Services ("MDHHS") as Region 3;

WHEREAS, Contractor has established and maintains Gambling Disorder Prevention services for LRE SUD Director ;

WHEREAS, Entity desires to engage Contractor to provide Gambling Disorder Prevention services as outlined in the Scope of Work-Attachment A. Services; and

WHEREAS, Contractor possesses the necessary expertise and ability and is willing to provide Entity with Gambling Disorder Prevention Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Entity and Contractor agree as follows.

ARTICLE 1 RELATIONSHIP OF THE PARTIES

1.1 **Engagement to Provide Lakeshore Regional Entity with Gambling Disorder Prevention Services in conjunction with guidance from Office of Recovery Oriented Systems of Care (OROSC).**

1.1.1 LRE hereby engages KWB Strategies to provide Gambling Disorder Prevention Services, and Contractor hereby agrees to subject to all terms, conditions and provisions of this Agreement Services means those services described in Article 2.

1.2 **Independent Contractor.**

1.2.1 In performing its responsibilities under this Agreement, it is expressly understood and agreed that Contractor's relationship to Entity is that of an independent contractor. This Agreement shall not be construed to establish any principal/agent or joint venture relationship between Entity and Contractor.

1.2.2 It is expressly understood and agreed by the parties that the Michigan Department of Health and Human Services ("MDHHS") and the State of Michigan are not parties to, nor responsible for any payments under this Agreement and that neither the MDHHS nor Entity is party to any employer/employee relationship of Contractor.

1.2.3 It is expressly understood and agreed by the parties that neither Contractor nor its employees shall in any way be deemed to be, or hold themselves out as, employees of Entity. Except as otherwise provided herein, Contractor and employees of Contractor shall not be entitled to any fringe benefits from Entity, including but not limited to, health and accident insurance, life insurance, professional liability insurance, longevity, economic increases, or paid vacation and sick leave.

1.2.4 Contractor shall be responsible for paying all salaries, wages, or other compensation due employees of Contractor and for withholding and payment of all applicable taxes, including, but not limited to, income taxes. Entity shall not be responsible for providing Contractor, as an independent contractor, with workers' compensation coverage. Contractor, as required by law, shall be responsible for providing workers' compensation and unemployment insurance coverage for Contractor's employees.

ARTICLE 2 GAMBLING DISORDER PREVENTION SERVICES TO BE PROVIDED BY CONTRACTOR

2.1 Scope of Services. See Attachment A-Scope of Work

2.2 Description of Services.

2.2.1 Attachment services may include but are not limited to the following:

(a) All items are agreed upon and listed in detail as Attachment A-Scope of Work;

ARTICLE 3 COMPENSATION

3.1 Payments. Entity shall pay within 30 days of receipt of invoice a rate of \$80/hour for services as specified under this Agreement, as well as mileage at the federally reimbursable rate when travel takes place outside of Ottawa County. The maximum amount billed is \$60,000. Entity shall pay KWB Strategies. All invoices shall contain a description of the services rendered by hour, and mileage (if applicable). Gambling Disorder staff person, Kelly Kondrat is approved to attend the National and

State Gambling Disorder Conferences and LRE will reimburse costs associated with travel. Pre-approval of all expenses will be approved by the LRE SUD Director and receipts of all transactions will be added to monthly invoices for LRE to pay.

ARTICLE 4 COMPLIANCE WITH LAWS

4.1 Compliance with Applicable Laws. Both parties shall be responsible for complying with all applicable federal, state and local laws, regulations and restrictions in the performance of their obligations under this Agreement, including without limitation:

4.1.1 This Agreement shall be construed according to the applicable laws of the United States and the laws of the State of Michigan as to the interpretation, construction and performance;

4.1.2 The parties shall 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., and Section 503 of the Departments of Labor, Health and Human Services and Education, and Related Agencies Appropriations Act (Public Law 104-208);

4.1.3 The parties shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA); and

4.1.4 The parties shall comply with the Hatch Political Activity Act, 5 U.S.C. 1501-1508, and Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Service Reform Act, P.L. 95-454, 42 U.S.C. 4728. Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

4.2 Nondiscrimination. The parties shall comply with the following:

4.2.1 In performing their duties and responsibilities under this Agreement, the parties hereto shall comply with all applicable federal and State laws, rules and regulations prohibiting discrimination;

4.2.2 Neither of the parties hereto shall discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position, as required pursuant to the Elliott Larsen Civil Rights Act of 1976 PA 453, as amended and Section 504 of the Federal Rehabilitation Act 1973, PL 93 112, 87 Stat. 394;

4.2.3 Each of the parties hereto shall comply with the provisions of the Michigan Persons With Disabilities Civil Rights Act of 1976 PA 220, as amended, and Section 504 of the Federal Rehabilitation Act of 1973 P.L. 93-112, 87 Stat 394, as amended;

4.2.4 Each of the Parties hereto shall comply with MCL 15.342 Public Officer or Employee prohibited conduct, the Americans with Disabilities Act of 1990 (ADA), P.L. 101-336, 104 Stat 328 (42 U.S.C.A. S 12101 et seq.), as amended; the Age Discrimination Act of 1973; the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964; and Title IX of the Education Amendments of 1972;

For purposes of this subsection 9.6.4, Employee shall be defined as an individual classified or unclassified, of the executive branch of this State. For the purpose of section 2b of MCL 15.341, employee shall include an employee of this State or a political subdivision of this State. Public Officer shall be defined as a person appointed by the governor or another executive department official. For the purpose of section 2b of MCL 15.341, public officer shall include an elected or appointed official of this State or a political subdivision of this State; and

4.2.5 Each of the parties hereto shall not refuse to treat nor will they discriminate in the treatment of any beneficiary or referral, under this Agreement, based on the individual's source of payment for services, or on the basis of age, sex, height, weight, marital status, arrest record, race, creed, handicap, color, national origin or ancestry, religion, political affiliation or beliefs, or involuntary patient status.

4.3 Federal Requirement: Pro-Children Act. The parties shall 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.

In addition to compliance with Public Law 103-227, any service or activity funded in whole or in part through this Agreement will be delivered in a smoke-free facility or environment. If activities or services are delivered in residential facilities or in facilities or areas that are not under the control of either party (e.g., a mall, residential facilities or

private residence, restaurant or private work site), the activities or services shall be smoke free.

ARTICLE 5 CONFIDENTIALITY/RECORDS

5.1 Confidentiality Behavioral Health and Substance Use Disorder Information and Protected Health Information. The parties shall comply with all applicable federal and state laws, rules and regulations concerning a consumer's health care information confidentiality rights, including without limitation the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), the regulations and standards promulgated pursuant thereto, the Michigan Mental Health Code and the Michigan Public Health Code.

Under HIPAA, Entity is a covered entity and Contractor would, therefore, be considered a business associate of Entity, due to certain services provided to Entity by Contractor under this Agreement. Similarly, Entity may be deemed a "Program" that provides substance use disorder ("SUD") services within the meaning of 42 CFR Part 2 and, therefore, Contractor would be considered a Qualified Service Organization under 42 CFR Part 2. Accordingly, the parties shall enter into a Business Associate Agreement and/or Qualified Service Organization Agreement with respect to this Agreement, a copy of which is attached hereto as Exhibit A, to comply with HIPAA and 42 CFR Part 2.

5.2 Records. Contractor has all right, title and interest in and to any material provided to Entity and in and to any material compiled, created or obtained by Entity on behalf of Contractor in the course of performing this Agreement, including all intellectual property including any patent rights, copyrights, trade secret rights, trademark rights, distribution and publicity rights, all other intellectual property rights and other proprietary rights existing therein.

ARTICLE 6 LIABILITY

6.1 Liability. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by Contractor in the performance of this Agreement shall be the responsibility of Contractor, and not the responsibility of Entity, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the behalf of Contractor, its other affiliates and subcontractors, and their officers, directors, employees and authorized representatives, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to Contractor or its principals, officers and employees by statute or court decisions.

All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by Entity in the performance of this Agreement shall be the responsibility of Entity, and not the responsibility of Contractor, if

the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the behalf of Entity, its other affiliates and subcontractors, and their officers, directors, employees and authorized representatives, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to Entity or its principals, officers and employees by statute or court decisions.

Each party to this Agreement must seek its own legal representative and bear its own costs including judgments in any litigation which may arise out of its activities to be carried out pursuant to its obligations hereunder. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

In the event that liability to third parties, loss or damage arises as a result of activities conducted jointly by the parties hereto in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by each party in relation to each party's responsibilities under the joint activities, provided that nothing herein shall be construed as a waiver of any public or governmental immunity granted to any of the parties hereto as provided by applicable statutes and/or court decisions.

ARTICLE 7 TERM AND TERMINATION

7.1 Term of Agreement. This Agreement shall commence on 10/1/2020 and shall expire on 9/30/2021 unless earlier terminated pursuant to Section 7.2 or 7.3 below. This Agreement may be renewed for additional terms of one year upon agreement by the parties.

7.2 Termination by Entity. Entity may terminate this Agreement upon notification to Contractor as follows:

7.2.1 In the event Contractor materially defaults in the performance of any duty or obligation imposed upon it by this Agreement and such default shall continue for a period of thirty (30) days after written notice thereof has been given to Contractor, Entity may terminate this Agreement without further notice.

7.2.2 This Agreement shall terminate effective immediately upon receipt of notice and/or discovery by Entity that Contractor is: 1) listed by the State of Michigan as being suspended from participation in the Medicare or the Michigan Medicaid Programs; and/or 2) listed by a department or agency of the State of Michigan in its registry for Unfair Labor Practices pursuant to 1980 P.A. 278, as amended, MCL 423.321 et. seq.; and/or 3) listed by the U.S. Office of Inspector General in its "Excluded Provider List" as being excluded from participating in any federal health care program; and/or 4) excluded from participating in any federal or state health care program.

7.2.3 Entity may terminate this Agreement for any or no reason by providing Contractor thirty (30) days prior written notification.

7.3 Termination by Contractor. Contractor may terminate this Agreement upon notification to Entity as follows:

7.3.1 In the event Entity materially defaults in the performance of any duty or obligation imposed upon it by this Agreement and such default shall continue for a period of thirty (30) days after written notice thereof has been given to Entity, Contractor may terminate this Agreement without further notice.

7.3.2 This Agreement shall terminate effective immediately upon receipt of notice and/or discovery by Contractor that Entity is: 1) listed by the State of Michigan as being suspended from participation in the Medicare or the Michigan Medicaid Programs; and/or 2) listed by a department or agency of the State of Michigan in its registry for Unfair Labor Practices pursuant to 1980 P.A. 278, as amended, MCL 423.321 et. seq.; and/or 3) listed by the U.S. Office of Inspector General in its "Excluded Provider List" as being excluded from participating in any federal health care program; and/or 4) excluded from participating in federal or any state health care program.

7.3.3 Contractor may terminate this Agreement for any or no reason by providing Entity thirty (30) days prior written notification.

ARTICLE 8 GENERAL PROVISIONS

8.1 Assignment. Neither party shall assign its respective rights and obligations hereunder without the written consent of the other.

8.2 Notices. All notices required or permitted by this Agreement shall be in writing and shall be deemed given if sent, postage prepaid, certified mail, return receipt requested, to the address set forth below:

To Contractor:

KWB Strategies
Kori Bissot
15758 Rannes Street
Spring Lake, MI 49456

To Entity:

Lakeshore Regional Entity
Stephanie VanDerKooi
5000 Hakes Drive Ste 250
Norton Shore, MI 49441

or to such other address as either party shall indicate to the other in accordance with the provisions of this Section.

8.3 Binding on Successors. This Agreement shall be binding upon the parties hereto and their successors and assigns.

8.4 Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. The waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms and conditions hereof.

8.5 Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

8.6 Severability. The provisions of this Agreement shall be deemed severable, and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties hereto.

8.7 Additional Documents. Each of the parties hereto agrees to execute any document or documents that may reasonably be requested from time to time by the other party to implement or complete such party's obligations under this Agreement.

8.8 Remedies Cumulative. No remedy set forth in this Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to any party.

8.9 No Obligation to Third Parties. The terms of this Agreement are intended to be solely for the benefit of Contractor and Entity and their successors and assigns, and none of the obligations and duties of Contractor or Entity under this Agreement shall in any way or in any manner be deemed to create any obligation of Contractor or Entity to, or any rights in, any person or entity not a party to this Agreement.

8.10 Entire Agreement. This Agreement sets forth the entire understanding between the parties and supersedes all prior understandings, whether written or oral, between the parties and their affiliates regarding the subject matter contained herein. This Agreement cannot be amended except by a writing signed by both parties.

8.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which when solely executed, shall be deemed an original, but which counterparts together shall constitute one and the same instrument. A signature delivered via facsimile, email, or attachment to email shall be equally as effective as an original signature delivered in-person, by postal mail, or by any other means

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Kori Bissot :

By: Kori Bissot
KWB Strategies Owner

Date: 9-23-2020

LAKESHORE REGIONAL ENTITY

By: _____
Greg Hofman

Its: Chief Executive Officer

Date: _____

Scope of Work-Attachment A

Proposal Lakeshore Regional Entity

Gambling Disorder Prevention Project FY21; KWB Strategies, September 2020

Scope of Work:

- **Strategic Plan Implementation:**

- Oversee provider application and reporting for projects funded within the provider network.
 - Develop request for proposal application process for LRE to issue to provider network.
 - Receive and review applications submitted by provider organizations; develop funding recommendations for LRE based on proposals received.
 - Establish reporting requirements and conduct oversight to ensure quality of services and required reporting. Assist providers with evaluation of projects.
 - Review monthly Financial Status Reports with the SUD Director to ensure appropriateness of expenses.
- Implementation of Regional Strategies:
 - Identify and convene key stakeholders as necessary to gain input into regional initiatives.
 - Implement strategies to enhance capacity throughout the region to prevent and treat gambling disorders.
 - Coordinate regional campaigns or initiatives; including communication with marketing or PR consultants, and oversight of regional projects. Communicate with LRE as appropriate.

- **Evaluation:**

- Monitor priorities and initiatives identified in the strategic plan.
- Evaluate long-term effectiveness of the LRE Gambling Disorder Prevention Strategic Plan.
- Develop tracking methods and reporting framework for targeted indicators.
- Evaluate methods and procedures to monitor effectiveness of regional initiatives.
- Provide TA and support to assist providers in evaluating local initiatives.

- **State Reporting and Administration Requirements:**

- Participate in relevant trainings and meetings approved by LRE.
- Develop reports to meet grant reporting requirements and provide updates to LRE.

- Conferences:
 - Attend the state and national Gambling Disorder Conferences as required by the grant.

Total Cost Estimate: \$60,000

All billing will be based on actual time spent on the project, travel costs, and project specific supplies or expenses pre-approved by the LRE.