

*Bay Mills Indian Community*  
Brimley, Michigan 49715  
*Grand Traverse Band*  
*of Ottawa & Chippewa Indians*  
Suttons Bay, Michigan 49682  
*Hannahville Indian Community*  
Wilson, Michigan 49896  
*Saginaw Chippewa Indian Tribe*  
Mt. Pleasant, Michigan 48858  
*Little Traverse Bay*  
*Bands of Odawa Indians*  
Harbor Springs, Michigan 49740  
*Nottawaseppi Band of*  
*Huron Potawatomi*  
Fulton, Michigan 49502



*An Equal Opportunity Employer*

*Keweenaw Bay Indian Community*  
Baraga, Michigan 49908  
*Lac Vieux Desert Band*  
*of Lake Superior Chippewa*  
*Tribal Government*  
Watersmeet, Michigan 49969  
*Sault Ste. Marie*  
*Tribe of Chippewa Indians*  
Sault Ste. Marie, Michigan 49783  
*Pokagon Band of*  
*Potawatomi Indians*  
Dowagiac, Michigan 49047  
*Match-E-Be-Nash-She*  
*(Gun Lake Tribe)*  
Dorr, Michigan 49323

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2956 Ashmun Street, Suite A, Sault Ste. Marie, Michigan 49783  
Phone: (906) 632-6896 Main Fax: 906-632-1810

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Dear ATR Provider

I am sending the attached **revised** ATR MOU for your signature. In our final review of the document we identified a few changes that need to be made. Given that we are just getting started on ATR IV, rather than send an amended MOU, we are asking you to have the document re-signed and returned to us. Please rest assured that as an approved ATR provider you are able to operate under your current MOU until this new one is signed and returned. There will be no disruption in services. To expedite your review of the revised MOU I have succinctly summarized the changes.

We have reformatted the document on the ITC letterhead, added the funding source and grant number to the first paragraph, and deleted a sentence from the last page. The first two changes are formatting and informational:

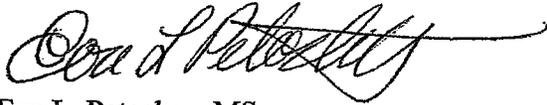
- **ITC letterhead on the first page.**
- **Sentence added to paragraph 1 line 3:** The project is funded by the Department of Health & Human Services (HHS), Substance Abuse & Mental Health Services Administration (SAMHSA), Center for Substance Abuse Treatment (CSAT), grant # 1H79TI025514

The third change is related to the MOU appeal process. The appeal process involving the Behavioral Health Network has been removed; in its place we will use the standard administrative process that applies to all ITC projects. Under that process the ITC Program Director, Executive Director, and ultimately the Board of Directors are responsible for the administration of the project including the resolution of disputes.

- **Sentence deleted from the signature page – no longer a provision of the MOU:** I understand that I/we have a right to appeal any decision regarding the implementation of this agreement. Appeals will be decided by a three member panel with the Michigan Native Behavioral Health Communication Network and Inter-Tribal Council jointly selecting panel members.

Please return this signed document to our office as soon as possible via mail, scan, or fax. If mailing or faxing the document send it to the attention of Terri Tavenner (906-632-1810 fax). If scanning, please e-mail the document to [ttav@itcmi.org](mailto:ttav@itcmi.org). We recognize the holidays are upon us and we wish everyone a wonderful holiday season. Please accept our apology for any inconvenience this may have caused. When all the signatures are in place we will return the signed document to you. Also, please contact me directly if you have questions.

Respectfully,

A handwritten signature in cursive script, appearing to read "Eva L. Petoskey", with a long horizontal flourish extending to the right.

Eva L. Petoskey, MS  
Director, Anishnaabek Healing Circle  
Access to Recovery  
Inter-Tribal Council of Michigan  
2926 Ashmun  
Sault Ste. Marie, MI 49783  
Direct Line: 231-357-4886  
[epetoskey@centurytel.net](mailto:epetoskey@centurytel.net)

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The Anishnaabek Healing Circle, Access to Recovery Program (ATR) is part of a nationwide presidential initiative to provide choice to individuals who are seeking recovery from substance abuse. The project is funded by the Department of Health & Human Services (HHS), Substance Abuse & Mental Health Services Administration (SAMHSA), Center for Substance Abuse Treatment (CSAT), grant # 1H79TI025514. The project provides clients with individualized vouchers to purchase clinical treatment and recovery support services, the individual decides who will provide service, increasing the person's chances for success in recovery. The ITC will collaborate with the Little Traverse Bay Bands of Odawa Indians to better serve the target population living within the tribal service area.

This agreement is entered into by and between Inter-Tribal Council of Michigan, Inc., (hereafter referred to as "ITC"), and the Little Traverse Bay Bands of Odawa Indians (hereafter referred to as the "tribe") and is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

#### PURPOSE

This Memorandum of Understanding ("MOU") is entered into by ITC and the Little Traverse Bay Bands of Odawa Indians in order that the parties may maximize access to resources available for Native Americans and their family members to receive services to address substance abuse. The Inter-Tribal Council's Anishnaabek Healing Circle, Access to Recovery Program (ATR) provides substance abuse clinical treatment and recovery support services through a no-cost voucher system that is designed to fill gaps in services and to expand or enhance existing services under a grant from the Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment (SAMHSA/CSAT).

#### DEFINITION

**Tribal Tier 1 ATR Network Provider:** A Tribal Tier 1 Network Provider is a Tribe or Indian organization that acts in the capacity of Access and Care Coordination Center, and provides clinical and/or recovery support services to ATR clients.

**A. The Tribal Tier 1 organization is not required to submit a new application packet for ATR IV.**

**B. The Tribal Tier I organization is required to submit this signed MOU.**



**ATR Network Provider Agreement  
Little Traverse Bay Bands of Odawa Indians  
Part 1**

**Memorandum of Understanding**

**Tribal Tier 1 Network Provider  
Tribal Access and Care Coordination Center**

**Part 1 – Tribal Access and Care Coordination Center and Tribal Tier 1 ATR Network Provider  
Memorandum of Understanding**

**I. To participate in ATR as an ATR Tribal Access and Care Coordination Center, the  
tribe/organization agrees to these basic requirements:**

- A. Act as the first point of contact for entry into the ATR system. Provide Access and Care Coordination services to the ATR target population in accordance with client eligibility standards. The Tribal Behavioral Health Program is considered the lead tribal program for ATR collaboration with the ATR/ITC.
1. Screen, assess and refer potential clients.
  2. Complete Intake, 6 month Follow-up and Discharge GPRA for every client entering ATR through the individual Access Center.
  3. Assign a Care Coordinator for every client, who will assist the client to navigate the ATR system, identify and contact providers at the appropriate level of care; provide ongoing check in calls and remain with the client throughout their time in the ATR system.
  4. Request client vouchers based on assessed level of care; share vouchers with service providers; provide ongoing record-keeping and individual services coordination.
  5. Pro-actively engage with providers in the ATR system in order to support genuine client choice.
- B. Collaborate with ITC/ATR management team to enhance and expand ATR services in accordance with SAMHSA grant requirements.
1. Participate in quarterly Michigan Native Communication Network meetings and act as an advisory to ATR program.
  2. Participate on ATR Provider Review Panel if requested.
  3. Facilitate development of Tribal Umbrella recovery support services to include tribal programs other than tribal Behavioral Health; include the local recovery community; support and/or help organize local, tribal and regional Recovery Councils; explore systems change for a recovery oriented system of care.

C. Enhance and expand ATR IV services in the following areas:

1. Enhance Care Coordination
2. Enhance Cultural Interventions and recovery community engagement
3. Enhance local provider recruitment and selection.
4. Enhance the utilization of certified peer recovery mentors at the local level.
5. Expand outreach to under-served Native populations by acting as a referral source to armed services personnel, National Guard and Prisoner Re-entry populations within the service area.

D. ATR Tribal Tier1 and Tier 2 Providers will be licensed by the State of Michigan or approved under Tribal Codes for the clinical treatment and recovery support services they are providing (if required by Tribal or State law or policy). All providers must also be endorsed by the local tribal behavioral health program, or by the appropriate administrative or elected body as required under local tribal policy, before they can be approved to as an ATR provider for that tribe's service area.

1. Individual counselors will be certified, licensed and/or registered in their specialty. Substance abuse counselors must meet Tribal, Indian Health Services, Michigan or the IC & RC certification standards. Appropriate certifications include CADC-I, CADC-II, or CADC-III from UMICAD ([www.umicad.org](http://www.umicad.org)), or the CAC-M, CAC-R, or CAAC from MCBAP ([www.mcbap.com](http://www.mcbap.com)). For other specialties the appropriate Tribal or Michigan standards will apply.
2. If an individual counselor has less than one year of experience working with Tribal clients, he/she must provide documentation of at least six hours of cultural competence training dealing specifically with Michigan Tribal history and culture. This documentation must be submitted to ITC within 60 days of becoming an approved provider.
3. Cultural resource people must be recognized and sanctioned by their tribal communities.
4. Faith-based resource people/programs must be sanctioned by their respective faith communities.
5. Care Coordinators, case managers and recovery coaches will be provided with comprehensive training and ATR orientation by the ITC/ATR.
6. All individual providers, whether stand alone or operating under a tribal or organizational umbrella, must have a criminal background check completed within the 12 months prior to the date of their initial application; providers are responsible for notifying the tribe/organization/and ITC of criminal convictions that occur after the initial background check is completed.. All providers must meet the standards outlined in ATR Guideline Section 1, *Provider Eligibility and Background Investigations*.

E. Critical components for Access and Care Coordination Centers:

1. Implement the GPRA (Government Performance and Results Act) reporting requirements.
2. Providers will use the ITC electronic voucher system for requesting service vouchers, documenting voucher transactions and requesting payments.
3. Providers must have internal record-keeping to allow for successful random audits of services.
4. As an ATR vendor, accept reimbursement for service vouchers based on the ATR approved service definitions and rate schedule (attached to this agreement).
5. The ATR presents the unique opportunity for a tribe to be an ATR vendor as well as a key collaborator. As a vendor a tribe provides services to clients and the ITC reimburses the tribe through the voucher system. This is a standard vendor role but with the ATR the tribe is also a collaborating partner in the national ATR initiative.

6. In the capacity of collaborating partner the tribe agrees to: 1. expand local access to services; 2. expand the local array of service; and 3. provide client choice. It is critical to the success of the local tribal ATR initiative for each tribe or tribal organization to reinvest all or part of their ATR reimbursements, or other local resources, toward achieving these local expansion goals.
7. Set a standard level of support for recovery coaching: a required ratio of time spent in contact with each active client. Provide a minimum of 15 minutes per month per client (180 minutes per year) of recovery coaching as an integral part of the care coordination service array. Options for service provision are by assigned staff, under the tribal umbrella or through a contractual recovery support provider.

**II. To participate as an ATR Tier 1 Network provider, the tribal organization, as the provider of clinical treatment and recovery support services agrees to:**

1. Not charge ATR for services paid for by other funding sources. (Examples of such funding sources are private insurance, Medicaid, Medicare, or State Block Grant funds administered by the Regional PIHP that your organization has a contract with). ATR Funds are the payer of last resort with the exception of Indian Health Services and Tribal Resources. (CFR 42 136.61) Tribal resources pooled with Indian Health Services resources are covered by the rules established for Indian Health Services funds. **ATR must supplement, not supplant, other funding sources.**

Do not charge a client for the following:

- Services for which the provider is entitled to payment from ATR;
  - Services for which the provider could have been entitled to payment from ATR had the provider complied with certain procedural requirements;
  - Services not necessary and appropriate for the clinical management of the presenting problem(s);
  - Services for which the provider could have been entitled to payment from ATR had the provider not been charged with a reduction or denial in payment as a result of quality review; and
  - Services rendered during a period in which the provider was not authorized to provide services.
2. Comply with the applicable provisions related to ATR policy.
  3. Accept the ATR allowable payment combined with any cost share or other health insurance amounts payable by, or on behalf of, the client, as full payment for authorized services.
  4. Collect from the client those amounts that the client has a liability to pay for.
  5. Allow ATR to review the clinical records of clients in accordance with applicable tribal, state and/or federal law.
  6. Cooperate fully with utilization and clinical quality management reviews conducted by ATR.
  7. Cooperate fully with GPRA data collection required by ATR.

8. Obtain authorization via a voucher from ATR before rendering services.
9. Maintain clinical and other records related to clients for whom payment was made for services rendered by the provider or otherwise under arrangement, for a period of 3 years from the end of the fiscal year in which the service was provided.
10. Maintain clinical records that substantiate the clinical rationale for each course of treatment, periodic evaluation of the efficacy of treatment, and the outcome at completion or discontinuation of treatment.
11. Notify ATR within five (5) business days when a client's eligibility status has changed.
12. Notify ATR immediately of suspected fraud and abuse and notify ATR immediately if either the provider or one of the provider's employees becomes excluded from participation in federal programs.
13. Notify ATR immediately when an employee who serves as a provider is no longer employed by the organization or their eligibility status changes.
14. Do not use ATR program funds for clinical research involving human subjects, or enroll clients in clinical research involving human subjects.
15. Maintain professional liability insurance up to \$1,000,000 per incident/ \$3,000,000 aggregate.
16. Provide quality services within the appropriate standards of care for each provider's profession.
17. Meet all ATR reporting requirements.
18. Agree to provide staff release time for core competency trainings related to ATR.
19. The agency/organization agrees and understands that agents of the ATR will conduct random audits and may inspect the premises, review agency, personnel and client records, observe program operations, and interview employees and clients associated with the program(s).
20. Meet future requirements established by ATR. (Any change in ATR requirements will be made in the form of a written amendment to this agreement).
21. Align current billing & accounting practices with electronic voucher system and orient accounting staff to voucher payment protocols. **ATR Network providers are vendors, not grant sub-recipients.**
22. Ensure that current program computer technology and internet connections are compatible and can support access to the ATR website. (Minimum requirements are DSL or high speed internet connection. Dial up connections are not adequate to run web based applications with the level of reliability necessary for this project.)

23. Ensure internet access so that clients and providers can download and print word documents and PDF files.
24. Attend training for GPRA data collection and wrap GPRA into standard operating protocols at 3 intervals: ATR Intake, 6 months post Intake and ATR Discharge.
25. Align current data submission practices with GPRA submission requirements to fax hardcopy to ITC, or scan document and send as a PDF file.
26. Set a standard level of recovery coaching for ATR III; a required ratio of time per client (see section E, 7).
27. Utilize the ATR reimbursements to achieve the local expansion goals.



**Memorandum of Understanding and  
Provider Agreement  
Little Traverse Bay Bands of Odawa Indians  
Tribal Access and Care Coordination Center  
Tribal Tier 1 ATR Network Provider**

The Inter-Tribal Council of Michigan, Inc. agrees to make this agreement effective until terminated by either party. The effective date shall be the last date on this signed MOU.

**SIGNATURES**

The parties having read and understand the foregoing terms of the Agreement do by their respective signatures dated below hereby agree to the terms thereof.

**Must be signed and dated by an authorized individual on behalf of the collaborating tribe.**

**Inter-Tribal Council of Michigan, Inc.**

\_\_\_\_\_  
L. John Lufkins,  
ITC Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Eva Petoskey  
Access to Recovery Project Director

\_\_\_\_\_  
Date

**Little Traverse Bay Bands of Odawa Indians**

\_\_\_\_\_  
*Regina Vasco Bentley*  
[Name]  
Tribal Council Chairperson or Tribal Designee

\_\_\_\_\_  
*12-28-14*  
Date

1 Vote: 6-Yes, 0-No, 0-Abstained, 2-Absent (Councilor Naganashe, Treasurer  
2 Reyes)  
3 Motion carried.

4  
5 Treasurer Reyes arrives at 1:53 p.m.

6  
7 Motion made by Secretary Shananaquet and supported by Councilor Denemy to  
8 accept the nomination of Timothy MacArthur for Tribal Prosecutor and to set up  
9 an interview.

10 Vote: 7-Yes, 0-No, 0-Abstained, 1-Absent (Councilor Naganashe)

11 Motion carried.

12  
13 Motion made by Councilor Law and supported by Treasurer Reyes to appoint  
14 Rochelle Ettawageshik to the Child Welfare Commission to a 3-year term ending  
15 December 18, 2017.

16 Vote: 7-Yes, 0-No, 0-Abstained, 1-Absent (Councilor Naganashe)

17 Motion carried.

18  
19 Motion made by Councilor Wemigwase and supported by Councilor Denemy to  
20 amend the agenda to include the amended Memorandum of Understanding  
21 (MOU) with Inter-Tribal Council Of Michigan, Inc. (ITC) regarding the  
22 Anishnaabek Healing Circle, Access to Recovery Program (ARP).

23 Vote: 7-Yes, 0-No, 0-Abstained, 1-Absent (Councilor Naganashe)

24 Motion carried.

25  
26 Motion made by Councilor Law and supported by Councilor Wemigwase to  
27 approve the Memorandum of Understanding (MOU) for Use of the Strategic  
28 National Stockpile in the Event of a Mass Medical Emergency as received by the  
29 Executive.

30 Vote: 0-Yes, 0-No, 0-Abstained, 1-Absent (Councilor Naganashe)

31 Motion withdrawn

32  
33 Motion made by Councilor Law and supported by Councilor Wemigwase to  
34 approve the Partnership Memorandum of Understanding with Northwest  
35 Michigan Brownfield Assessment Project.

36 Vote: 7-Yes, 0-No, 0-Abstained, 1-Absent (Councilor Naganashe)

37 Motion carried.

38  
39 Motion made by Councilor Law and supported by Councilor Denemy to approve  
40 the amended Memorandum of Understanding (MOU) with Inter-Tribal Council Of  
41 Michigan, Inc. (ITC) regarding the Anishnaabek Healing Circle, Access to  
42 Recovery Program (ATRP).

43 Vote: 7-Yes, 0-No, 0-Abstained, 1-Absent (Councilor Naganashe)

44 Motion carried.

45  
46 Motion made by Councilor Law and supported by Treasurer Reyes to  
47 acknowledge receipt of the November 2014 Executive Oversight Report, the