

FIXED PRICE SUBCONTRACT AGREEMENT

This Fixed Price Subcontract Agreement (the "Agreement") is entered into on this ____ day of _____, 20__ by and between Chestnut Health Systems, an Illinois not-for-profit corporation ("Chestnut") and _____, a _____ ("Agency").

RECITALS

WHEREAS, Chestnut has developed the Global Appraisal of Individual Needs ("GAIN") assessment tool; and

WHEREAS, Chestnut also provides trainings, coaching, certifications, monitoring and other administrative services in connection with the use of the GAIN through the GAIN Coordination Center ("GCC"); and Agency has received a grant to provide assessment and treatment services; and

WHEREAS, in connection with the receipt of this grant money, Agency desires to subcontract with Chestnut to provide to Agency certain training and other services in connection with the GAIN assessment tool to assist in the tracking and treating of substance abuse, and to facilitate the sharing of resources and information between Agency and the Federal Government as further described in this Agreement.

NOW THEREFORE, in consideration of the foregoing, the mutual agreements hereinafter set forth and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Chestnut and Agency agree as follows.

Section 1. Services

1.1 **Scope of Services.** Chestnut shall be retained to perform the following services as further outlined below. All services shall be performed or provided by Chestnut as part of the fixed fee as specified below only during the term of the Grant funding, and all services shall immediately end upon cessation of the Grant funding from the Federal Government. Chestnut understands and agrees that this Agreement is contingent on the Agency receiving Grant funding from the Federal Government.

1.1.1 GAIN National Trainings

(a) For the duration of the Grant, Agency shall be invited to send up to 4 staff members to attend a regularly scheduled GAIN National Training, which shall be held in Normal, Illinois. This 3.5-day training will provide guidance on administering the GAIN as well as how to train others to administer the GAIN. The GAIN National Training includes presentations, small group work on administration, question and answer sessions, hands on practice with the GAIN instrument, tips to achieve certification, an overview of the clinical reports, discussions regarding using the GAIN to guide diagnosis and treatment planning, a demonstration of the GAIN ABS computer version of the instrument, Data Management information, optional sessions for follow up interviews, introduction to the Spanish version of the GAIN, a workshop to aid in finding

(b) Airfare, lodging, and transportation from hotel, training materials and lunch each day is included in the fixed fee for up to four (4) staff members. Airfare, lodging, transportation and other travel reimbursement is made in accordance with Chestnut's travel logistics and reimbursement procedures. All travel arrangements MUST be made through Chestnut and must comply with Chestnut's travel procedure requirements to be eligible for reimbursement. Chestnut will also provide reimbursement for certain meals and some ground travel expenses based on a calculated government reimbursement rate, which is determined using information posted by the Federal Government on the following website:

http://www.gsa.gov/Portal/gsa/ep/contentView.do?queryYear=2010&contentType=GSA_BASIC&contentId=17943&queryState=Illinois&noc=T

(c) The Agency will be responsible for all costs associated with sending additional trainees and Agency understands that costs for any additional trainees is not included in the fixed fee.

1.1.2 GAIN Clinical Interpretation (GCI) Training

(a) For the duration of the Grant, Agency may send up to 2 staff members to an advanced clinical training after completion of the initial GAIN National Training and related clinical coursework., but must send at least one staff member to GAIN Clinical Interpretation training (up to 2 slots over the course of the grant).

The 3-day clinical interpretation training with certification aims to (1) briefly review content from the initial training; (2) provide further training on using GAIN scale scores, the ICP (Individual Clinical Profile), and the GAIN placement grid for treatment planning; (3) provide training and practice on efficiently editing and using the GRRS; (4) strengthen the trainee's understanding of how the GAIN relates to DSM and ASAM, and (5) prepare trainees for the clinical certification process.

(b) Airfare, lodging, and transportation from hotel, training materials and lunch each day is included in the fixed fee for up to two (2) staff members. Airfare, lodging, transportation and other travel reimbursement is made in accordance with Chestnut's travel logistics and reimbursement procedures. All travel arrangements MUST be made through Chestnut and must comply with Chestnut's travel procedure requirements to be eligible for reimbursement. Chestnut will also provide reimbursement for certain meals and some ground travel expenses based on a calculated government reimbursement rate, which is determined using information posted by the Federal Government on the following website:

http://www.gsa.gov/Portal/gsa/ep/contentView.do?queryYear=2010&contentType=GSA_BASIC&contentId=17943&queryState=Illinois&noc=T

(c) The Agency will be responsible for all costs associated with sending additional trainees and Agency understands that costs for any additional trainees is not included in the fixed fee.

1.1.3 GAIN ABS Training

GAIN ABS user training is offered via conference call or web-based software. This training event takes place twice a month. The user training consists of coaching web-

conferences that help to train additional staff of the Agency and ensure competence through additional testing and use of practice cases to develop familiarity with the software and report generation.

1.1.4 GAIN Data Manager Training

(a) In order to ensure the success of the data management process, Chestnut will train one appointed Data Manager from the Agency using Microsoft Live Meeting and the GAIN Data Manager Manual.

(b) The Data Manager training will provide the local Data Manager with instructions on how to prepare GAIN data for retrieval and respond to all feedback prepared by the GCC data management team.

1.1.5 GAIN Certification

Up to, but no more than, six months of GAIN Local Trainer Certification and GAIN Clinical Interpretation certification are offered by the GCC as a part of this grant. GAIN Site Interviewer certification is recommended to the GCC by the certified GAIN Local Trainers and approved and distributed by the GCC.

1.1.6 GAIN Coaching

GAIN coaching is based on a method developed over a decade of working with CSAT treatment grantees. The GCC will provide multiple kinds of planned and event-driven coaching activities in the sole discretion of GCC.

1.1.7 GAIN Project Coordination Coaching

(a) Coaching e-mails in the early implementation phase are sent to remind Agency staff how far along in implementation they should be (e.g., upcoming deadlines, paperwork due, predetermined number of intakes completed) and of upcoming coaching calls and available web trainings. Congratulatory e-mails are sent to recognize achievements such as reaching certification levels, first successful data submission, low number of GAIN edits for 3 months in a row, and other Agency accomplishments.

(b) The GAIN project coordinator makes post training site implementation calls 4-6 weeks after initial GAIN training to review early implementation decisions and paperwork and answer site questions.

(c) Agency group coaching calls will be via teleconferencing or web conference and will focus on needed implementation and clinical issues in using the GAIN. The GAIN project coordinator will encourage grantees to discuss problems they may be having and will check to see whether anyone is falling behind, call on the Agency sites doing exceptionally well to share tips, and give basic updates from each of the GCC teams (e.g., software changes, information related to data submission such as total number of records, certification status and upcoming deadlines, etc.). Calls will often involve a special topic.

1.1.8 GAIN Administration Quality Assurance Team Coaching

(a) GAIN Trainees that have entered the certification process are assigned their own Administration Quality Assurance (A-QA) professional to guide and support them through the Administration and Local Trainer process.

(b) Trainees are sent weekly deadline reminders and tips for certification.

- (c) Detailed behavioral feedback is provided for each submission processed and reviewed by the GCC. Phone reviews and booster work is provided to all trainees as well as additional training material and strategies to meet deadline requirements.
- (d) The assigned A-QA professional will provide opportunities for practice, training activities and hands on practice with the tool. These coaching activities can be required or suggested for the certification process or may be requested by the GAIN trainees.

1.1.9 GAIN Clinical Interpretation Team Coaching

- (a) The GAIN clinical coordinators make bimonthly calls to follow-up with people working on their clinical certification.
- (b) The GAIN Clinical Project Coordinator sends deadline reminders via e-mail to each trainee.
- (c) Individual coaching calls are available to any trainee requesting extra assistance or needing guidance throughout the certification process upon mutual agreement regarding scheduling and frequency with GCC.
- (d) Group Clinical coaching calls are offered bimonthly or as needed for training groups.

1.1.10 GAIN Data Team Coaching

- (a) There are post training data manager calls (4-8 weeks after training) to provide coaching on how to submit data to the GCC for the first time.
- (b) The Agency will be assigned a Data Lead to assist them with site-specific questions regarding their site's data.
- (c) The Data Team has a Data Coaching Specialist devoted to providing one on one time to Agency sites in need of assistance with data submission. The Agency can request assistance by e-mailing data_submit@chestnut.org. Specialized coaching via the phone or Internet can be arranged at times mutually convenient to the Agency and GCC.

1.1.11 GAIN Monitoring

- (a) GAIN Progress Reports narrative and tabular summary reports are sent every month to the PI Project Director and Evaluator (or assigned GAIN specialist at site). These reports are based on the Agency's progress with the GAIN in a given program cohort (e.g. offender reentry program grantees).
- (b) GAIN Grant Compliance Management Reports are sent to the grant programs Federal Project Officer every month. This Management Report has a column for each grant site and reports the totals for GAIN follow up rates and other grant compliance requirements for each site as well as totals across the cohort. This report is reviewed by GAIN Project Manager and grant program Federal Project Officer during monthly conference calls. A plan of action is determined for any site with non compliance issues.

1.1.12 Data Cleaning, Feedback and Site Profiles

- (a) Chestnut's GCC will provide data receipting, cleaning, and data management services to support a fully functional GAIN data set. To minimize costs, this will be done by cohort (e.g. by a group of grantees funded at the same time, such as all offender re-entry projects together or all treatment drug courts together).
- (b) After GAIN Data has been pulled, Chestnut's Data Team will review each GAIN assessment for data anomalies, and create comprehensive feedback, called GAIN Edits,

and distribute these to the Agency's sites by the end of each month. The responses or corrections to these GAIN edits will be sent back the following month.

(c) On a quarterly basis the GCC Data Management Team will create and distribute back to the Agency and their evaluator analytic SPSS data files with all additional variables, scales, and indices created and labeled for use by the Agency's sites evaluators and any approved cross-site collaborations. Once each site in a cohort has at least 20 GAIN Initial cases, the GCC Data Management Team will also create a quarterly Site Profile report. The GCC Data Management Team distributes this Agency profile report to the GPOs and the local sites and posts it to a secure website archive quarterly.

(d) GAIN Project Coordinators contact the Agency to ensure they have received Site Profiles and can provide assistance in navigating the reports and utilizing the report to Power Point feature.

1.1.13 Annual CSAT Treatment Data Set

Chestnut has collaborated with CSAT to create an annual summary treatment data set across all CSAT grantee sites using the GAIN. The CSAT Treatment annual data set is compiled using quarterly processed data collected in June, July, and August of the preceding year. This cross-program/site dataset is compiled, reviewed extensively, and de-identified to comply with HIPAA requirements. Chestnut will continue to clean the data from this cohort and prepare it for inclusion in this common data set as long as the Government Project Officer ("GPO") gives approval. Chestnut will do individual analysis using the combined CSAT Treatment dataset based on requests received from the GPO or provide them with a de-identified copy of the data for their own analyses (with the GPOs approval). Chestnut will only share de-identified data and will ask permission from the PI first for all active grants.

1.1.14 Support Team Contact

The GCC provides e-mail support lines for each team involved in making an Agency's grant site successful. These Help Contacts are provided to each grant site and can be utilized at any time to provide support. GCC will provide assistance within 3 business days but strive to respond within 24 hours during the regular workweek.

1.2 Oversight and Approval. Services under this Agreement shall be overseen by Chestnut. Chestnut shall have no authority to enter into any binding agreement or other obligation on behalf of Agency and shall not represent itself as having such authority.

1.3 Reporting Requirements. Chestnut agrees to provide Agency with such statistical, financial, and programmatic information as reasonably requested by Agency for the purpose of determining payments, establishing grant formulas, monitoring and evaluating programs, and establishing management information systems.

Section 2. Independent Contractor. In the performance of the work, duties and obligations under this Agreement, it is mutually understood and agreed that Chestnut is at all times acting and performing as an independent contractor. As a result of Chestnut's independent contractor status, Agency shall have no responsibility to withhold Federal, state or local taxes or Social Security from Chestnut and Chestnut shall be solely responsible for payment of any such taxes due to the proper taxing authorities. Agency is under no obligation to provide Worker's

Compensation, unemployment and other insurance or any other type of employee benefit to Chestnut.

Section 3. Covenant Not to Hire. Both parties agree that at no time during the term of this Agreement or for a period of one (1) year immediately following the termination of this Agreement will either party contact any current employees or former employees of the other party for the purpose of employing, hiring or otherwise interfering with the contractual relationships of such employees without the prior written approval of the other party. The provisions of this Section 3 shall survive termination of this Agreement.

Section 4. Data Agreement. Under the terms of the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule, 45 C.F.R. Parts 160-164, two (or more) organizations sharing data involving full or limited protected health information are required to enter into a data sharing agreement that delineates the terms of their data sharing interactions. Agency agrees to execute a Data Sharing Agreement in substantially the form attached hereto as **Exhibit A.**

Section 5. Compensation and Expenses.

5.1 **Compensation for Services.** Agency shall pay Chestnut a Fixed Fee in the sum of Seventy-Eight Thousand Eight Hundred Sixty-Seven Dollars (\$78,867.00). If the Agreement is terminated prior to the expiration of the Term, the Fixed Fee amount shall be prorated based on the remaining unused years. Partial years shall not be credited.

5.2 **Billing.** The Fixed Fee amount shall be billed in three equal annual installments of Twenty-Six Thousand Two Hundred Eighty-Nine Dollars (\$26,289.00). Payment shall be due within 30 days of receipt of the billing statement.

5.3 **Additional Services.** Agency has the right to purchase additional services from Chestnut as negotiated by Chestnut and Agency.

Section 6. Term. The term of this Agreement (“Term”) shall commence on the date set forth above and shall continue in effect until the end of the Grant term, which shall be _____ unless a no-cost extension is granted. If a no-cost extension is granted, both parties agree that this Agreement shall be automatically extended for the term of the no-cost extension. The Agreement may also be terminated earlier in accordance with **Section 7** below.

Section 7. Termination.

7.1 **Without Cause.** This Agreement may be terminated without cause by either party by providing the other party with thirty (30) days prior written notice.

7.2 **Effects of Termination.** In the event that either party terminates this Agreement, Agency shall continue to make payments due to Chestnut in accordance with **Sections 5.1 and 5.2.**

Section 8. Licensing Agreement. Chestnut has various copyrighted works and is willing to grant a limited license to Agency for such works upon Agency’s execution of a License Agreement substantially in the form attached hereto as **Exhibit B.**

Section 9. Intellectual Property. Chestnut shall maintain in strict confidence, and shall use and disclose only as authorized by Agency, all information of a competitively sensitive or proprietary nature that it receives in connection with the services performed under this Agreement. Agency shall take reasonable steps to identify for the benefit of Chestnut and its personnel any information of a competitively sensitive or proprietary nature, including by using confidentiality notices in written material where appropriate. These restrictions shall not be construed to apply to (1) information generally available to the public; (2) information released by Agency generally without restriction; (3) information independently developed or acquired by Chestnut or its personnel without reliance in any way on other protected information of Agency; or (4) information approved by Agency for the use and disclosure of Chestnut or its personnel without restriction. Notwithstanding the foregoing restrictions, Chestnut and its personnel may use and disclose any information (1) to the extent required by an order of any court or other governmental authority or (2) as necessary for Chestnut to protect its interests in this Agreement, but in each case only after Agency has been so notified and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

Section 10. Insurance. Each party shall maintain at all times during the Term of this Agreement, at each party's sole expense, professional and general liability insurance coverage in an amount no less than \$1,000,000 for each occurrence and \$3,000,000 in the aggregate to protect itself and its agents and employees in the event of claims made against it and/or its agents and employees arising out of or in connection with any acts or omissions in the provision of services pursuant to this Agreement. A certificate of insurance will be provided by the other party upon request.

Section 11. Indemnification. Chestnut and Agency (the "Parties") shall indemnify and hold harmless the other Party from and against all claims liabilities, judgments, fines, assessments, penalties, awards, or other expenses, of any kind or nature whatsoever, including without limitation, attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any violation by either Party and their agents, including subcontractors, or any obligation of the other Party and its agents, including subcontractors.

Section 12. Notice. Any and all notices, demands, requests, and other communications required or permitted to be served or given to either party by the other shall be delivered personally or by United States mail, first class postage, prepaid, certified, or registered mail, return receipt requested, or via overnight mail, or by e-mail to the following address:

To Chestnut: Michael L. Dennis, Ph.D. Chestnut Health Systems 448 Wylie Drive Normal, IL 61761-5405 mdennis@chestnut.org (309) 451-7801	To Agency: _____ _____ _____ _____ _____
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If delivered personally, such notice shall be effective upon delivery. If mailed, such notice shall be effective upon the date indicated on the return receipt. Either party may change its address by giving written notice of the change to the other party in the manner specified above in this Section.

Section 13. Miscellaneous.

- 13.1 Assignment. This Agreement is for the services of Chestnut and may not be assigned by Chestnut without the prior written consent of Agency.
- 13.2 Entire Agreement. This Agreement contains the entire understanding among the Parties and supersedes any and all prior understandings and/or written or oral agreements regarding this matter between Chestnut and Agency.
- 13.3 No Third Party Beneficiaries. This Agreement is not for the benefit of any third party and shall not in any manner whatsoever confer any rights upon or increase the rights if any third party.
- 13.4 Successors. This Agreement shall be binding on the successors or assigns of the Parties without the necessity of restating its terms.
- 13.5 Amendments. This Agreement cannot be modified, extended or amended except by written agreement signed by all the Parties hereto.
- 13.6 Severability. The invalidity of any provision of this Agreement will not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed as severable from the other sections or provisions of this Agreement.
- 13.7 Headings. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.
- 13.8 Waiver of Breach. Any failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement by any party shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time or times.
- 13.9 Counterparts. This Agreement may be executed in counterparts, each of which will be an original, but all of which will constitute one and the same instrument.
- 13.10 Controlling Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

Executed this ____ day of _____, 20__.

CHESTNUT HEALTH SYSTEMS

AGENCY

By: _____

By: _____

Alan Sender, Chief Operating Officer

[Print name: _____]