



FINANCE COMMITTEE REVISED AGENDA

August 18, 2021, 7:30 a.m.

Board of Commissioners Hybrid Meeting

Zoom Virtual Meeting ID: 399-700-0062 / Password: LCBOC

<https://zoom.us/j/3997000062?pwd=SUdLYVFFcmozWnFxbm0vcHRjWkVIZz09>

304 E. Grand River Ave., Board Chambers, Howell, Michigan

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Meeting minutes dated: August 4, 2021	
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***8.6. Drain Commissioner 121**

Resolution Authorizing the Reorganization of the Drain Department – Drain Commissioner

9. CLAIMS

Dated: August 18, 2021

10. PREAUTHORIZED

Dated: July 30 through August 12, 2021

11. CALL TO THE PUBLIC

12. ADJOURNMENT

FINANCE COMMITTEE MEETING MINUTES



August 4, 2021, 7:30 a.m.

Board of Commissioners Hybrid Meeting

Zoom Virtual Meeting ID: 399-700-0062 / Password: LCBOC

<https://zoom.us/j/3997000062?pwd=SUdLYVFFcmozWnFxbm0vcHRjWkVIZz09>

304 E. Grand River Ave., Board Chambers, Howell, Michigan

Members Present: Brenda Plank, Wes Nakagiri, Douglas Helzerman, Jay Drick, Mitchell Zajac, Carol Griffith, Jay Gross

Members Absent: Carol Sue Reader, Martin Smith

1. CALL MEETING TO ORDER

The meeting was called to order by Commissioner Zajac at 7:30 a.m.

Will be

2. ROLL CALL

3. APPROVAL OF MINUTES

Meeting minutes dated: July 21, 2021

Motion to approve the minutes as presented.

Moved by: C. Griffith

Seconded by: D. Helzerman

Yes (7): B. Plank, W. Nakagiri, D. Helzerman, J. Drick, M. Zajac, C. Griffith, and J. Gross

Absent (2): C. Reader, and M. Smith

Motion Carried (7-0-2)

4. TABLED ITEMS FROM PREVIOUS MEETINGS

None.

5. APPROVAL OF AGENDA

Motion to approve agenda as presented

Motion to approve the Agenda as presented.

Moved by: C. Griffith

Seconded by: B. Plank

Yes (7): B. Plank, W. Nakagiri, D. Helzerman, J. Drick, M. Zajac, C. Griffith, and J. Gross

Absent (2): C. Reader, and M. Smith

Motion Carried (7-0-2)

6. CALL TO THE PUBLIC

Matt Bolang, Deputy Health Officer, congratulated Elaine Brown, Public Health Nurse of the Livingston County Health Department, on her 40+ years of service in the Health Department upon her retirement. Rebecca Leach will be the new Public Health Nurse. Commissioners commended Elaine Brown for her dedication to the county and the Health Department.

Cindy Catanach, Financial Officer, shared news that Livingston County did receive the GFOA distinguished budget award for the 4th consecutive year. This is due to the group effort of many employees and all elected officials around the County.

7. REPORTS

7.1 2nd Quarter 2021 Employee Recognition Winner- External Nomination

Commissioner Zajac presented the award to Carrie Aulette, Building Department Administrative Specialist and commended her for her outstanding service to Livingston County.

7.2 Commissioner Reports:

Commissioner Zajac reported about a MAC initiative for state matching ARP funding, this may be an opportunity to leverage funding from the state.

8. RESOLUTIONS FOR CONSIDERATION

8.1 Juvenile Court

Resolution Authorizing the Fiscal Year 2022 Memorandum of Understanding on Cash Matching funding for Behavioral Health Managed Care Services - Wraparound

Debby Shaw, Juvenile and Probate Court Administrator, and Connie Conklin, Community Mental Health Executive Director, presented the resolution and answered questions from Commissioners.

Recommend Motion to the Board of Commissioners.

Moved by: C. Griffith

Seconded by: W. Nakagiri

Yes (7): B. Plank, W. Nakagiri, D. Helzerman, J. Drick, M. Zajac, C. Griffith, and J. Gross
Absent (2): C. Reader, and M. Smith

Motion Carried (7-0-2)

8.2 Juvenile Court

Resolution Authorizing the Livingston County Juvenile Court to Apply for and Enter into a Contract with the Michigan Department of Health and Human Services, Michigan Committee on Juvenile Justice Fiscal Year 2022 Racial and Ethnic Disparities Data Collection Grant Program

Debby Shaw, Juvenile and Probate Court Administrator, presented the resolution and answered questions from Commissioners.

Recommend Motion to the Board of Commissioners.

Moved by: W. Nakagiri

Seconded by: C. Griffith

Yes (7): B. Plank, W. Nakagiri, D. Helzerman, J. Drick, M. Zajac, C. Griffith, and J. Gross
Absent (2): C. Reader, and M. Smith

Motion Carried (7-0-2)

8.3 Juvenile Court

Resolution Authorizing the Livingston County Juvenile Court to Apply for and Enter into a Contract with the Michigan Department of Health and Human Services Raise the Age Grant - Fiscal Year 2022

Debby Shaw, Juvenile and Probate Court Administrator, presented the resolution and answered questions from Commissioners.

Recommend Motion to the Board of Commissioners.

Moved by: W. Nakagiri

Seconded by: J. Drick

Yes (7): B. Plank, W. Nakagiri, D. Helzerman, J. Drick, M. Zajac, C. Griffith, and J. Gross

Absent (2): C. Reader, and M. Smith

Motion Carried (7-0-2)

8.4 Fiscal Services

Resolution to Authorize the Participation of an Extendable Contract with Staples for County Office Supplies and Print Services

Cindy Catanach, Financial Officer, presented the resolution and answered questions from Commissioners.

Recommend Motion to the Board of Commissioners.

Moved by: W. Nakagiri

Seconded by: D. Helzerman

Yes (7): B. Plank, W. Nakagiri, D. Helzerman, J. Drick, M. Zajac, C. Griffith, and J. Gross

Absent (2): C. Reader, and M. Smith

Motion Carried (7-0-2)

8.5 Veterans Services

Resolution Authorizing an Agreement with Michigan Veterans Affairs Agency to Support Livingston County Veteran Services to Enhance and Improve Operations

Mary Durst, Veterans' Services Department Director, presented the resolution and answered questions from Commissioners.

Moved by: D. Helzerman

Seconded by: J. Gross

Yes (7): B. Plank, W. Nakagiri, D. Helzerman, J. Drick, M. Zajac, C. Griffith, and J. Gross

Absent (2): C. Reader, and M. Smith

Motion Carried (7-0-2)

8.6 Car Pool

Resolution Authorizing FY 2022 Vehicle Replacements Leased through the County's Partnership with Enterprise Fleet Management

Greg Kellogg, Car Pool Department Director, presented the resolution and answered questions from Commissioners.

Recommend Motion to the Board of Commissioners.

Moved by: B. Plank

Seconded by: W. Nakagiri

Yes (7): B. Plank, W. Nakagiri, D. Helzerman, J. Drick, M. Zajac, C. Griffith, and J. Gross

Absent (2): C. Reader, and M. Smith

Motion Carried (7-0-2)

8.7 Car Pool

Resolution Authorizing an Increase in Total Authorized Vehicles for the Sheriff's Office Field Services Division to Complete Phase 2 of the Deputy Assigned Vehicle Program

Greg Kellogg, Car Pool Department Director, presented the resolution and answered questions from Commissioners.

Recommend Motion to the Board of Commissioners.

Moved by: W. Nakagiri

Seconded by: J. Gross

Yes (7): B. Plank, W. Nakagiri, D. Helzerman, J. Drick, M. Zajac, C. Griffith, and J. Gross

Absent (2): C. Reader, and M. Smith

Motion Carried (7-0-2)

8.8 Information Technology

Resolution Authorizing an Agreement with Merit to Provide Citizen Enabled Broadband Data Collection Services

Kris Tobbe, Information Technology Department Director, presented the resolution and answered questions from Commissioners.

Pierrette Renee Dagg, Merit, and Alison Nalepa were also present to answer questions from Commissioners.

Recommend Motion to the Board of Commissioners.

Moved by: D. Helzerman

Seconded by: B. Plank

Yes (7): B. Plank, W. Nakagiri, D. Helzerman, J. Drick, M. Zajac, C. Griffith, and J. Gross

Absent (2): C. Reader, and M. Smith

Motion Carried (7-0-2)

8.9 Information Technology

Resolution Authorizing the Reorganization of the Livingston County Information Technology Department

Kris Tobbe, Information Technology Department Director, presented the resolution and answered questions from Commissioners.

Recommend Motion to the Board of Commissioners.

Moved by: C. Griffith

Seconded by: B. Plank

Yes (7): B. Plank, W. Nakagiri, D. Helzerman, J. Drick, M. Zajac, C. Griffith, and J. Gross

Absent (2): C. Reader, and M. Smith

Motion Carried (7-0-2)

8.10 Airport

Resolution to Concur with the Livingston County Aeronautical Facilities Board to Amend the Agreement with C&S Companies of Livonia, Michigan to Include Construction Administration for the Joint Repair for Taxiways Alpha and Bravo and Associated Connectors

8.11 Airport

Resolution to Concur with the Livingston County Aeronautical Facilities Board to Enter Into an Agreement with Lois Kay Contracting Company of Saginaw, Michigan for Taxiway and Apron Repairs

8.12 Airport

Resolution to Concur with the Livingston County Aeronautical Facilities Board to Enter Into A Grant Agreement with the Michigan Department of Transportation to Fund

Construction and Construction Administration Services to Rehabilitate Taxiway A, B, & Terminal Apron Repairs & Sealing

Mark Johnson, Airport Director, presented items 8.10, 8.11, and 8.12 and answered questions from Commissioners.

Recommend Motion of items 8.10, 8.11, 8.12 to the Board of Commissioners.

Moved by: D. Helzerman

Seconded by: C. Griffith

Yes (7): B. Plank, W. Nakagiri, D. Helzerman, J. Drick, M. Zajac, C. Griffith, and J. Gross

Absent (2): C. Reader, and M. Smith

Motion Carried (7-0-2)

9. CLAIMS

Dated: August 4, 2021

Moved by: C. Griffith

Seconded by: B. Plank

Yes (7): B. Plank, W. Nakagiri, D. Helzerman, J. Drick, M. Zajac, C. Griffith, and J. Gross

Absent (2): C. Reader, and M. Smith

Motion Carried (7-0-2)

10. PREAUTHORIZED

Dated: July 15 through July 29, 2021

Recommend Motion to the Board of Commissioners.

Moved by: J. Gross

Seconded by: C. Griffith

Yes (7): B. Plank, W. Nakagiri, D. Helzerman, J. Drick, M. Zajac, C. Griffith, and J. Gross

Absent (2): C. Reader, and M. Smith

Motion Carried (7-0-2)

11. CALL TO THE PUBLIC

None.

12. ADJOURNMENT

Motion to adjourn the meeting at 8:29 a.m.

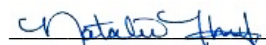
Moved by: D. Helzerman

Seconded by: J. Gross

Yes (7): B. Plank, W. Nakagiri, D. Helzerman, J. Drick, M. Zajac, C. Griffith, and J. Gross

Absent (2): C. Reader, and M. Smith

Motion Carried (7-0-2)


Natalie Hunt, Recording Secretary

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing Specialty Courts and Programs to Apply for the Bureau of Justice Assistance Grant through SCAO for Adult Drug Court and Veterans Treatment Court for FY2022 – Central Services

WHEREAS, The Bureau of Justice Assistance (BJA) authorizes the expenditure of federal funds with the State Court Administrative office by awarding competitive grant awards to expand and enhance Treatment Court Programs and has identified funds to be awarded for FY2022 that does require a 25% in-kind match; and

WHEREAS, Livingston County's 44th Circuit and 53rd District Courts constitute a jurisdiction designated to operate Specialty Courts and Programs; and

WHEREAS, Specialty Courts and Programs is seeking approval to apply for FY2022 SCAO-BJA Grant for funding for enhancement and expansion of our Adult Drug Court and Veterans Treatment Court which would amount in an application for approximately \$125,000 application for Adult Drug Court and approximately \$50,000 application for Veterans Treatment Court; and

WHEREAS, The Specialty Courts and Programs will request funds for treatment, training, and other program-related expenses necessary to enhance and expand the Livingston County Adult Drug Court and Veterans Treatment Court during FY2022 the grant will not be used to fund any new positions; and

WHEREAS, the in-kind 25% match required for the FY2022 grant will not exceed approximately \$31,250 for Adult Drug Court and approximately \$12,500 for Veterans Treatment Court which will be met by utilizing the value of services provided by the contracted attorneys, therapists, and prosecutors representatives.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners authorizes Specialty Court Programs to submit a grant application to SCAO for expansion and enhancement of the Adult Drug Court and Veterans Treatment Court.

BE IT FURTHER RESOLVED that the Chairman of the Livingston County Board of Commissioners is authorized to sign all forms needed to apply for the grant.

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MOVED:
SECONDED:
CARRIED:



Memorandum

To: Livingston County Board of Commissioners
From: Sara Applegate, J.D., Specialty Courts and Programs Administrator
Date: August 11, 2021
Re: Resolution Authorizing Specialty Courts and Programs to Apply for Bureau of Justice Assistance (BJA) through SCAO for the Adult Drug Court and Veterans Treatment Court Grant Funding for FY 2022 – Court Central Services/Finance Committee/Full Board

The State Court Administrative Office (SCAO) was awarded federal funding through the Bureau of Justice Assistance (BJA) to provide grant funding for Adult Drug Courts and Veterans Treatment Courts for FY2022. We are requesting Board approval to submit grant applications to SCAO requesting funding for the Livingston County Adult Drug Court and Veterans Treatment Court. This is an excellent opportunity to assist our Adult Drug Court and Veterans Treatment Court in expanding and enhancing services for individuals struggling with substance use disorders and mental health disorders who are members of this community.

Our Adult Drug Court Program has applied for the BJA grant directly through the Bureau of Justice Assistance in April of 2021. We have not yet received notification of this grant award. However, if we were to receive the prior grant, the Court would not be awarded this grant through SCAO. Applying for both grants provides us with a higher probability of receiving federal funding for the Program.

For our Veterans Treatment Court, this is a new opportunity to receive federal funding. This award would be very beneficial to the Veterans Treatment Court Program which typically receives a minimal amount of funding from the State and has seen a reduction in its grant award over the last three years.

For the Adult Drug Court, the Court would be applying for funding in the approximate amount of \$125,000 and for Veterans Treatment Court we would be applying for an approximate amount of \$50,000. The grant funds would be utilized to enhance and expand services, coordination, and treatment for FY2022. There is a 25% in-kind match required for this grant opportunity which would be approximately \$31,250 for the Adult Drug Court and approximately \$12,500 for the Veterans Treatment Court. This in-kind match requirement would be met by utilizing the value of services provided by our contracted attorneys, therapists, and prosecutor representatives.

Our Specialty Courts and Programs is asking for a partnership in serving this vulnerable population to help reduce recidivism and ensure successful integration of our participants back into the community.

If awarded, grant funding will begin on October 1, 2021. Thank you for your consideration. If you have any questions regarding this matter, please contact me.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution to Accept Michigan Department of Health and Human Services Funding to Support Livingston County Health Department's 2022 Covid-19 Response – Health Department

WHEREAS, Michigan Department of Health and Human Services (MDHHS) has received federal funding to provide local health departments with capacity for immunizing, testing, contact tracing, case investigations, infection prevention, and efforts to control future spread of Covid-19; and

WHEREAS, Livingston County Health Department is being awarded \$1,523,365 beginning October 1, 2021 – September 30, 2022 by MDHHS to increase activities in COVID-19 support and response in the following projects

Epi Lab Capacity Contact Tracing, Case Investigation, Testing Coordination, Violation Monitoring, and Wrap Around Services	\$ 516,095.00
ELC COVID 19 Infection Prevention	\$ 90,000.00
CDC COVID Immunizations	\$ 917,270.00
TOTAL	\$ 1,523,365.00

WHEREAS, the Michigan Department of Health and Human Services may propose future amendments for the purpose of revising the funding or terms of the agreement; and

WHEREAS, this award will be included in a separate 2022 agreement, available through the state reporting site E-Grams; similar to our 2022 Comprehensive Agreement and does not require a County match; and

WHEREAS, any need for additional positions to be funded with this grant will be brought back to the Board under a separate resolution for approval at a later date.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorize an agreement with Michigan Department of Health and Human Services to immunize, conduct testing, tracing, case investigations, infection prevention, and enforcement for the COVID-19 pandemic in Livingston County, from October 1, 2021 through September 30, 2022, upon review of civil counsel.

BE IT FURTHER RESOLVED that \$1,523,365 of federal funds be allocated to the Health Fund Account 221 to support the provisions of the Agreement authorized herein.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners hereby authorize The Health Officer to electronically sign this agreement, and any future amendments for monetary and contract language adjustments of the above-referenced Agreement upon review and approval by Civil Counsel, only as far as such contract language adjustments do not change the scope of the existing agreement.

BE IT FURTHER RESOLVED that the Board of Commissioners authorize any budget amendment to effectuate the above.

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MOVED:

SECONDED:

CARRIED:



LIVINGSTON COUNTY HEALTH DEPARTMENT

2300 East Grand River Avenue, Suite 102
Howell, Michigan 48843-7578

www.lchd.org

PERSONAL/PREVENTIVE HEALTH SERVICES

P: (517) 546-9850
F: (517) 546-6995

ENVIRONMENTAL HEALTH SERVICES

P: (517) 546-9858
F: (517) 546-9853

July 22, 2021

To: Livingston County Board of Commissioners

From: Dianne McCormick

Re: resolution to accept Michigan Department of Health and Human Services funding to support Livingston County Health Department's 2022 Covid-19 response

The attached resolution is a continuation of the agreement with the Michigan Department of Health and Human Services (MDHHS) to provide Livingston County Health Department (LCHD) with the capacity for immunizing, testing, contact tracing, case investigations, infection prevention, and efforts to control future spread of Covid-19. The MDHHS provides funding to reimburse the county for services covered in the agreement, primarily staffing, communications, IT costs, and supplies needed for further Covid-19 support. The LCHD 2022 allocation of funding for these efforts is \$1,523,365; the breakdown of projects is as follows:

Epi Lab Capacity Contact Tracing, Case Investigation, Testing Coordination, Violation Monitoring, and Wrap Around Services	\$ 516,095.00
ELC COVID 19 Infection Prevention	\$ 90,000.00
CDC COVID Immunizations	\$ 917,270.00
TOTAL	\$ 1,523,365.00

These expenses will be reported in the state's reporting website E-Grams, the same as it is done for the projects in LCHD's comprehensive agreement.

Please do not hesitate to contact me should you have any questions.



STATE OF MICHIGAN

DEPARTMENT OF HEALTH AND HUMAN SERVICES
LANSING

GRETCHEN WHITMER
GOVERNOR

ELIZABETH HERTEL
DIRECTOR

July 15, 2021

Dianne McCormick, RS, MSA
Health Officer
Livingston County Health Department
2300 East Grand River, Suite #102
Howell, MI 48843-7578

Dear Ms. McCormick,

This correspondence will serve as the official Notice of Award for the special project titled **"ELC COVID 19 Infection Prevention."** Livingston County Health Department is funded in the amount of \$90,000. The project begins October 1, 2021 and will end September 30, 2022.

Funding is intended to support staff time and supplies associated with COVID-19 response in your community specifically focused on infection prevention.

If you have any questions or concerns, please do not hesitate to contact Janine Whitmire at whitmirej@michigan.gov.

Sincerely,

A handwritten signature in blue ink that reads "Laura de la Rambelje".

Laura de la Rambelje
Director
Division of Local Health Services
Public Health Administration
delarambeljel@michigan.gov
(517) 284-9002

Attachment: Attachment III

c: Barton Maas



STATE OF MICHIGAN

GRETCHEN WHITMER
GOVERNOR

DEPARTMENT OF HEALTH AND HUMAN SERVICES
LANSING

ELIZABETH HERTEL
DIRECTOR

July 15, 2021

Dianne McCormick, RS, MSA
Health Officer
Livingston County Health Department
2300 East Grand River, Suite #102
Howell, MI 48843-7578

Dear Ms. McCormick,

This correspondence will serve as the official Notice of Award for the special project titled **“Epi Lab Capacity Contact Tracing, Case Investigation, Testing Coordination, Violation Monitoring, and Wrap Around Services.”** Livingston County Health Department is funded in the amount of \$516,095. The project begins October 1, 2021 and will end September 30, 2022. Please note that this letter supersedes the letter you received July 9, 2021.

Funding is intended to support staff time and supplies associated with COVID-19 response in your community specifically focused on testing, tracing, case investigations, infection prevention and wrap around services. Allowable expenses include staffing, IT, communications, computers and or phones or other office needs, access to people finding software or EMR, supports to cases for isolation and quarantine, to staff testing events or assure testing strategies are completed, and to support Isolation/Quarantine for families including rent, mortgage, utilities, groceries, etc. Funding cannot be used for clinical care or research.

If you have any questions or concerns, please do not hesitate to contact Janine Whitmire at whitmirej@michigan.gov.

Sincerely,

Laura de la Rambelje
Director
Division of Local Health Services
Public Health Administration
delarambeljel@michigan.gov
(517) 284-9002

Attachment: Attachment III

c: Barton Maas



STATE OF MICHIGAN

DEPARTMENT OF HEALTH AND HUMAN SERVICES
LANSING

GRETCHEN WHITMER
GOVERNOR

ELIZABETH HERTEL
DIRECTOR

July 13, 2021

Dianne McCormick, RS, MSA
Health Officer
Livingston County Health Dept.
2300 East Grand River, Suite #102
Howell, MI 48843-7578

Dear Ms. McCormick:

This correspondence will serve as the official Notice of Award for the special project titled “**CDC COVID Immunizations**” for FY22. Livingston County Health Department is funded in the amount of \$917,270 for FY22. The project will begin October 1, 2021 and end September 30, 2022.

The primary purpose of this project is to support LHD-driven COVID-19 vaccination events. Allowable expenses include staffing, communications, and supplies to support COVID-19 vaccination events, including PPE, vaccine refrigerators, data loggers, vaccine coolers, and indirect costs for COVID-19 related work.

Unallowable expenses include advertising costs (other than efforts to educate the public regarding COVID-19 vaccine and vaccination), alcoholic beverages, building purchases, construction, and capital improvements, clinical care (non-immunization services), entertainment costs, fundraising costs, goods and services for personal use, honoraria, independent research, land acquisition, legislative/lobbying activities, interest on loans for the acquisition and/or modernization of an existing building, payment of bad debt and collection of improper payments, promotional and/or incentive materials, purchase of food/meals unless part of required travel per diem costs, and vehicle purchase. In addition, funds are allowable only for activities and personnel costs directly related to the Immunization and Vaccines for Children Cooperative Agreement. Activities not directly related to immunization activities are not allowed. Pre-award costs are not allowable.

If you have any questions or concerns, please do not hesitate to contact Amy Mills at millsa12@michigan.gov.

Sincerely,

Terri Adams
Interim Director
Division of Immunization
Public Health Administration
AdamsT2@michigan.gov
517-284-4872

c: Barton Maas

PROJECT: Epi Lab Capacity Contact Tracing and Wraparound Services

Beginning Date: 10/1/2021

End Date: 9/30/2022

Project Synopsis: For COVID-19 funding from ELC Supplemental for Case Investigations, Contact Tracing and wraparound services. The inability to meet the following metrics will elicit the following response from MDHHS related to this funding:

- Technical assistance
- Corrective action/performance improvement plans with MDHHS
- Required support from MDHHS

Any single procurement of over \$4,000 should be vetted with MDHHS prior to purchase.

Reporting Requirements (if different than contract language)

Related to Case Investigation Quality:

LHD's will meet the following objectives for COVID-19 Case Investigations including on weekends and holidays:

COVID 19 Case Interview Attempted on 90% of COVID-19 cases within 1 calendar day of referral to MDSS

COVID 19 Cases Interviewed Completed on 75% of COVID-19 cases with 1 calendar day of referral to MDSS

At least 1 contact elicited on 50% of COVID-19 cases within 1 calendar day of referral to MDSS

Race and Ethnicity Documented on 75% of COVID-19 cases reported to MDSS within 7 days of referral date

LHD's will procure at least one tool to increase case investigation quality (people finding software, communications, printed materials for testing events, EMR access, etc.)

This data will be reported in MDSS. Allowable expenses include staffing, IT, communications, computers and or phones or other office needs, access to people finding software or EMR, supports to cases for isolation and quarantine. Funding cannot be used for clinical care or research.

Related to Contact Tracing:

If the LHD elects to have MDHHS through its staff, contractors, or volunteers to conduct contract tracing or to conduct case investigations on the LHD's behalf, then:

1. The LHD will provide to MDHHS quality data on contacts especially related to age, phone number, and name;
2. The LHD will follow-up on high-risk contacts;
3. The LHD will follow-up on contacts who report symptoms consistent with COVID-19; and
4. The LHD will follow-up on escalations from MDHHS staff on contacts with high-acuity needs or specific language barriers.
5. MDHHS will provide the LHD contact information for people with high-acuity needs or specific language barriers;
6. MDHHS will move contacts from MDHHS CRF to Traceforce;
7. MDHHS will attempt to eliminate duplicate contact information using name, phone number, and age;

8. MDHHS will contact contacts and cases within 1 calendar day of the contacts entry into the CRF
9. MDHHS will provide the LHD with the outcomes of all call attempts each day
10. MDHHS will discuss with the LHD specific barriers to contact tracing such as a high-refusal rate
11. MDHHS or its delegate will attempt an contact all contacts with 1 calendar day

For local health departments:

- Contacts to confirmed and probable COVID cases will be documented in the MDSS case report form
- 90% of newly elicited contacts have attempted outreach within 1 day
- 90% of all contacts in active monitoring have outreach attempted for the contact's exposure period
- 50% of contacts will receive active monitoring
- LHD's will assess contacts needs for basic needs required for quarantine and isolation (food, etc.). LHD's will provide education to contacts on COVID public health recommendations

This data will be reported in Traceforce, OMS, or on the LHD Sit Rep. Allowable expenses include staffing, IT, communications, computers and or phones or other office needs, access to people finding software or EMR, supports to cases for isolation and quarantine. Funding cannot be used for clinical care or research.

This funding can be used to staff testing events or assure testing strategies are completed.

Wraparound Services

This funding only may be used to support Isolation/Quarantine for families including rent, mortgage, utilities, groceries, etc.

Any additional requirements (if applicable)

MCIR SITE ID# 10000003043

VFC PIN # 470000

2020 VACCINES FOR CHILDREN PROGRAM PROVIDER AGREEMENT

FACILITY INFORMATION

Facility Name: Livingston County Health Department		VFC Pin#: 470000	
Facility Address: 2300 E Grand River Ave Ste 102			
City: Howell	County: Livingston	State: MI	Zip: 48843
Telephone: (517) 546-6995		Fax:	
Shipping Address (if different than facility address): 2300 E Grand River Ave			
City: Howell	County: Livingston	State: MI	Zip: 48843

MEDICAL DIRECTOR OR EQUIVALENT

Instructions: The official VFC registered health care provider signing the agreement must be a practitioner authorized to administer pediatric vaccines under state law who will also be held accountable for compliance by the entire organization and its VFC providers with the responsible conditions outlined in the provider enrollment agreement. The individual listed here must sign the provider agreement.

Last Name, First, MI: Lawrenchuk Donald W	Title: Medical Doctor (MD)	Specialty: Not Specified
License No.: 4301044229	Medicaid (optional):	National Provider Id (NPI): 1386839181

VFC VACCINE COORDINATOR

Primary Vaccine Coordinator Name: Baran Nicole	
Telephone: (517) 552-6811	Email: nbaran@livgov.com
Back Up Vaccine Coordinator Name: Bunyak Michele	
Telephone: (517) 552-6814	Email: mbunyak@livgov.com

MCIR SITE ID# 10000003043

VFC PIN # 470000

PROVIDERS PRACTICING AT THIS FACILITY (additional spaces for providers at end of form)

Instructions: List below all licensed health care providers (MD, DO, NP, PA, pharmacist) at your facility who have prescribing authority.

Provider Name	Title	License No.	Medicaid	NPI

PROVIDER AGREEMENT

To receive publicly funded vaccines at no cost, I agree to the following conditions, on behalf of myself and all the practitioners, nurses, and others associated with the health care facility of which I am the medical director or equivalent:

1.	I will annually submit a provider profile representing populations served by my practice/facility. I will submit more frequently if 1) the number of children served changes or 2) the status of the facility changes during the calendar year.
2.	<p>I will screen patients and document eligibility status at each immunization encounter for VFC eligibility (i.e., federally or state vaccine-eligible) and administer VFC-purchased vaccine by such category only to children who are 18 years of age or younger who meet one or more of the following categories:</p> <p>A. Federally Vaccine-eligible Children (VFC eligible)</p> <ol style="list-style-type: none"> 1. Are an American Indian or Alaska Native; 2. Are enrolled in Medicaid; 3. Have no health insurance; 4. Are underinsured: A child who has health insurance, but the coverage does not include vaccines; a child whose insurance covers only selected vaccines (VFC-eligible for non-covered vaccines only). Underinsured children are eligible to receive VFC vaccine only through a Federally Qualified Health Center (FQHC), or Rural Health Clinic (RHC) or under an approved deputization agreement. <p>B. State Vaccine-eligible Children</p> <ol style="list-style-type: none"> 1. In addition, to the extent that my state designates additional categories of children as "state vaccine-eligible", I will screen for such eligibility as listed in the addendum to this agreement and will administer state-funded doses (including 317 funded doses) to such children. <p>Children aged 0 through 18 years that do not meet one or more of the eligibility federal vaccine categories (VFC eligible), are not eligible to receive VFC-purchased vaccine.</p>
3.	<p>For the vaccines identified and agreed upon in the provider profile, I will comply with immunization schedules, dosages, and contraindications that are established by the Advisory Committee on Immunization Practices (ACIP) and included in the VFC program unless:</p> <ol style="list-style-type: none"> a) In the provider's medical judgment, and in accordance with accepted medical practice, the provider deems such compliance to be medically inappropriate for the child; b) The particular requirements contradict state law, including laws pertaining to religious and other exemptions.
4.	I will maintain all records related to the VFC program for a minimum of three years and upon request make these records available for review. VFC records include, but are not limited to, VFC screening and eligibility documentation, billing records, medical records that verify receipt of vaccine, vaccine ordering records, and vaccine purchase and accountability records.
5.	I will immunize eligible children with publicly supplied vaccine at no charge to the patient for the vaccine.
6.	I will not charge a vaccine administration fee to non-Medicaid federal vaccine eligible children that exceeds the administration fee cap of \$23.03 per vaccine dose. For Medicaid children, I will accept the reimbursement for immunization administration set by the state Medicaid agency or the contracted Medicaid health plans.
7.	I will not deny administration of a publicly purchased vaccine to an established patient because the child's parent/guardian/individual of record is unable to pay the administration fee.
8.	I will distribute the current Vaccine Information Statements (VIS) each time a vaccine is administered and maintain records in accordance with the National Childhood Vaccine Injury Act (NCVIA), which includes reporting clinically significant adverse events to the Vaccine Adverse Event Reporting System (VAERS).
9.	<p>I will comply with the requirements for vaccine management including:</p> <ol style="list-style-type: none"> a) Ordering vaccine and maintaining appropriate vaccine inventories; b) Not storing vaccine in dormitory-style units at any time;

	<p>c) Storing vaccine under proper storage conditions at all times. Refrigerator and freezer vaccine storage units and temperature monitoring equipment and practices must meet Michigan Department of Health and Human Services storage and handling requirements;</p> <p>d) Returning all spoiled/expired public vaccines to CDC's centralized vaccine distributor within six months of spoilage/expiration</p>
10.	<p>I agree to operate within the VFC program in a manner intended to avoid fraud and abuse. Consistent with fraud and abuse as defined in the Medicaid regulations at 42 CFR § 455.2, and for the purposes of the VFC Program:</p> <p>Fraud: is an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or some other person. It includes any act that constitutes fraud under applicable federal or state law.</p> <p>Abuse: provider practices that are inconsistent with sound fiscal, business, or medical practices and result in an unnecessary cost to the Medicaid program, (and/or including actions that result in an unnecessary cost to the immunization program, a health insurance company, or a patient); or in reimbursement for services that are medically necessary or that fail to meet professionally recognized standards for health care. It also includes practices that result in unnecessary cost to the Medicaid program.</p>
11.	I will participate in VFC program compliance site visits including unannounced visits, and other educational opportunities associated with VFC program requirements.
12.	<p>For providers with a signed deputization Memorandum of Understanding between a FQHC or RHC and the Michigan Department of Health and Human Services to serve underinsured VFC-eligible children, I agree to:</p> <p>a) Include "underinsured" as a VFC eligibility category during the screening for VFC eligibility at every visit;</p> <p>b) Vaccinate "walk-in" VFC-eligible underinsured children; and</p> <p>c) Report required usage data</p> <p>Note "Walk-in" in this context refers to any underinsured child who presents requesting a vaccine; not just established patients. "Walk-in" does not mean that a provider must serve underinsured patients without an appointment. If a providers's office policy is for all patients to make an appointment to receive immunizations then the policy would apply to underinsured patients as well.</p>
13.	I agree to replace vaccine purchased with state and federal funds (VFC, 317) that are deemed nonviable due to provider negligence on a dose-for-dose basis.
14.	I will report immunization records of any child born after January 1, 1994, and seen in my practice to the Michigan Care Improvement Registry (MCIR) according to the provision of Public Health Act 540 of 1996 (within 72 hours).
15.	I understand this facility or the Michigan Department of Health and Human Services may terminate this agreement at any time. If I choose to terminate this agreement, I will properly return any unused federal vaccine as directed by the Michigan Department of Health and Human Services.

By signing this form, I certify on behalf of myself and all immunization providers in this facility, I have read and agree to the Vaccines for Children enrollment requirements listed above and understand I am accountable (and each listed provider is individually accountable) for compliance with these requirements.

Medical Director or Equivalent Name (print): Lawrenchuk Donald W

Signature: Donald W. Lawrenchuk MD

Date: 01/02/2020

MCIR SITE ID# 10000003043VFC PIN # 470000**Vaccines for Children (VFC) Program Provider Profile Form**

All health care providers participating in the Vaccines for Children (VFC) program must complete this form annually or more frequently if the number of children served changes or the status of the facility changes during the calendar year.

Date: 01/02/2020**FACILITY TYPE (select Facility type)**

Private Facilities	Public Facilities
<input type="checkbox"/> Private Hospital <input type="checkbox"/> Private Practice <input type="checkbox"/> Private Practice (solo/groups agent for FQHC/RHC- <input type="checkbox"/> Community Health Center <input type="checkbox"/> Pharmacy <input type="checkbox"/> Birthing Hospital <input type="checkbox"/> School-Based Clinic <input type="checkbox"/> Teen Health Center <input type="checkbox"/> Adolescent Only Provider <input type="checkbox"/> Other _____	<input type="checkbox"/> Public Health Department <input checked="" type="checkbox"/> Public Health Department Clinic agent for FQHC/RHC-deputized <input type="checkbox"/> Public Hospital <input type="checkbox"/> FQHC/RHC <input type="checkbox"/> Community Health Center <input type="checkbox"/> Tribal/Indian Health Services <input type="checkbox"/> Woman, Infants and children <input type="checkbox"/> Other _____
	<input type="checkbox"/> STD/HIV <input type="checkbox"/> Family Planning <input type="checkbox"/> Juvenile Detention Center <input type="checkbox"/> Correctional Facility <input type="checkbox"/> Drug Treatment Facility <input type="checkbox"/> Migrant Health Facility <input type="checkbox"/> Refugee Health Facility <input type="checkbox"/> School-Based Clinic <input type="checkbox"/> Teen Health Center <input type="checkbox"/> Adolescent Only

VACCINES OFFERED (select only one box)☒ All ACIP Recommended Vaccines

☐ Offers Select Vaccines (This option is only available for facilities designated as **Specialty Providers** by the VFC Program)

A "Specialty Provider" is defined as a provider that only serves (1) a defined population due to the practice (e.g. OB/GYN; STD clinic; family planning) or (2) a specific age group within the general population of children 0-18. Local health department and pediatricians are not considered specialty providers. The VFC Program has authority to designate VFC providers as specialty providers. At the discretion of the VFC Program, enrolled such as pharmacists and mass vaccinators may offer only Influenza vaccine.

Select Vaccines Offered by Specialty

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> DTap | <input checked="" type="checkbox"/> Meningococcal | <input checked="" type="checkbox"/> TD |
| <input checked="" type="checkbox"/> Hepatitis A | <input checked="" type="checkbox"/> MMR | <input checked="" type="checkbox"/> Tdap |
| <input checked="" type="checkbox"/> Hepatitis B | <input checked="" type="checkbox"/> Pneumococcal | <input checked="" type="checkbox"/> Varicella |
| <input checked="" type="checkbox"/> HIB | <input checked="" type="checkbox"/> Pneumococcal | <input type="radio"/> Other, |
| <input checked="" type="checkbox"/> HPV | <input checked="" type="checkbox"/> Polio | |
| <input checked="" type="checkbox"/> Influenza | <input checked="" type="checkbox"/> Rotavirus | |

MCIR SITE ID# 10000003043

VFC PIN # 470000

VFC PROVIDER PROFILE FORM

The numbers under the Provider Profile are used to develop annual population estimates that are submitted to and used by CDC to determine Michigan's annual allocation of VFC funds. The aggregate numbers are also used to compare estimated vaccine needs with actual vaccine supply.

For newly enrolling VFC providers, complete the table

VFC Vaccine Eligibility Categories	# of children who received VFC Vaccine by Age			
	<1 Year	1- 6 Years	7-18 Years	
Enrolled in Medicaid	25	103	90	218
No Health Insurance	4	22	37	63
American Indian / Alaska Native	0	0	0	0
Underinsured in FQHC/RHC or deputized facility ¹	0	8	15	23
Total VFC:	29	133	142	304
Non-VFC Vaccine Eligibility Categories	# of children who received non-VFC Vaccine by Age			
	<1 Year	1- 6 Years	7-18 Years	
Underinsured in private provider office ¹	0	0	0	0
Insured (private pay/health insurance covers vaccines)	12	17	38	67
Total Non-VFC:	12	17	38	67
Total Patients (must equal sum of Total VFC + Total Non VFC)	41	150	180	371

¹ Underinsured includes children with health insurance that does not include vaccines or only covers specific types. Children are only eligible for vaccines that are not covered by insurance.

To receive **VFC** vaccine, underinsured children must be vaccinated through a Federally Qualified Health Center (FQHC) or Rural Health Clinic (RHC) or under an approved deputized provider (LHD). The deputized provider must have a written agreement with an FQHC/RHC and the state/local/territorial immunization program in order to vaccinate these underinsured children.

Underinsured children who are vaccinated in private provider offices receive **317-funded** vaccine.

MCIR SITE ID# **10000003043**VFC PIN # **470000****Universal Hepatitis B Vaccination Program for Newborns Provider Profile Form**

The following information must be based on data rather than estimates and should reflect the number of children expected to be born in a year.

Eligibility Criteria	Number of Births
Enrolled in Medicaid	0
Uninsured	0
American Indian/ Alaska Native	0
Underinsured	0
Fully insured/ Private Pay (includes MI-Child)	0
ANNUAL TOTALS	0

High Risk Hepatitis A & B Program Provider Profile Form

The following information must be based on data rather than estimates and should reflect the number of doses expected to be administered in a year. Generate a MCIR “Doses Administered Report” for past year with MI-AVP eligibility for all ages to determine numbers for table below.

Eligibility Criteria	<19 Years	19Years & older	TOTAL
Number of doses of Hepatitis A vaccine	0	0	0
Number of doses of Hepatitis B vaccine	0	0	0
ANNUAL TOTALS	0	0	0

MI-AVP Program Provider Profile Form

The following information must be based on data rather than estimates and should reflect the number of doses expected to be administered in a year. Generate a MCIR “Doses Administered Report” for past year with MI-AVP eligibility for all ages to determine numbers for table below.

Eligibility Criteria	19 Years & older
Number of doses of Hepatitis A vaccine	126
Number of doses of Hepatitis B vaccine	10
Number of doses of Tdap vaccine	20
Number of doses of Td vaccine	2
Number of doses of MMR vaccine	7
Number of doses of HPV vaccine	2
Number of doses of PCV13 vaccine	2
Number of doses of PPSV23 vaccine	0
Number of doses of Zoster vaccine	99
ANNUAL TOTALS	268

Agreement #:

Agreement Between
Michigan Department of Health and Human Services
hereinafter referred to as the "Department"
and
Livingston County Board of Commissioners
hereinafter referred to as the "Local Governing Entity"
on Behalf of Health Department
Livingston County Department of Public Health
2300 E. Grand River Ave., Suite 102
Howell MI 48843 7578
Federal I.D.#: 38-6005819, DUNS #: 044797926
hereinafter referred to as the "Grantee"
for
The Delivery of Public Health Services under
the Local Health Department Agreement

Part 1

1. Purpose

This Agreement is entered into for the purpose of setting forth a joint and cooperative Grantee/Department relationship and basis for facilitating the delivery of public health services to the citizens of Michigan under their jurisdiction, as described in the attached Annual Budget, established Minimum Program Requirements, and all other applicable federal, state and local laws and regulations pertaining to the Grantee and the Department. Public health services to be delivered under this Agreement include Essential Local Public Health Services (ELPHS) and Categorical Programs as specified in the attachments to this Agreement.

2. Period of Agreement

This Agreement will commence on the date of the Grantee's signature or October 1, 2021, whichever is later, and continue through September 30, 2022. Throughout the Agreement, the date of the Grantee's signature or October 1, 2021, whichever is later, shall be referred to as the start date. This Agreement is in full force and effect for the period specified.

3. Program Budget and Agreement Amount

A. Agreement Amount

In accordance with Attachment IV - Funding/Reimbursement Matrix, the total State budget and amount committed for this period for the program elements covered by this Agreement is \$1,523,365.00.

B. Equipment Purchases and Title

Any Grantee equipment purchases supported in whole or in part through this Agreement must be listed in the supporting Equipment Inventory Schedule which should be attached to the Final Financial Status Report. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Title to items having a unit acquisition cost of less than \$5,000 shall vest with the Grantee upon acquisition. The Department reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of \$5,000 or more, to the extent that the Department's proportionate interest in such equipment supports such retention or transfer of title.

C. Budget Transfers and Adjustments

1. Transfers between categories within any program element budget supported in whole or in part by state/federal categorical sources of funding shall be limited to increases in an expenditure budget category by \$10,000 or 15% whichever is greater. This transfer authority does not authorize purchase of additional equipment items or new subcontracts with state/federal categorical funds without prior written approval of the Department.
2. Except as otherwise provided, any transfers or adjustments involving state/federal categorical funds, other than those covered by C.1, including any related adjustment to the total state amount of the budget, must be made in writing through a formal amendment executed by all parties to this Agreement in accordance with Section IX. A. of Part 2.
3. The C.1 and C.2 provisions authorizing transfers or changes in local funds apply also to the Family Planning program, provided statewide local maintenance of effort is not diminished in total.

Any statewide diminishing of total local effort for family planning and/or any related funding penalty experienced by the Department shall be recovered proportionately from each local Grantee that, during the course of the Agreement period, chose to reduce or transfer local funds from the Family Planning program.

4. Agreement Attachments

- A. The following documents are attachments to this Agreement Part 1 and Part 2 - General Provisions, which are part of this Agreement:
 1. Attachment I - Annual Budget
 2. Attachment III - Program Specific Assurances and Requirements
 3. Attachment IV - Funding/Reimbursement Matrix

5. Statement of Work

The Grantee agrees to undertake, perform and complete the activities described in Attachment III - Program Specific Assurances and Requirements and the other applicable attachments to this Agreement which are part of this Agreement.

6. Financial Requirements

The financial requirements shall be followed as described in Part 2 and Attachment I - Annual Budget and Attachment IV - Funding/Reimbursement Matrix, which are part of this Agreement.

7. Performance/Progress Report Requirements

The progress reporting methods, as applicable, shall be followed as described in part 2 and Attachment III, Program Specific Assurances and Requirements, which are part of this Agreement.

8. General Provisions

The Grantee agrees to comply with the General Provisions outlined in Part 2, which is part of this Agreement.

9. Administration of the Agreement

The person acting for the Department in administering this Agreement (hereinafter referred to as the Contract Consultant) is:

Name: Carissa Reece
 Title: Department Analyst
 E-Mail Address: ReeceC@michigan.gov

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

Barton Maas

Financial Officer

Name

Title

bmaas@livgov.com

(517) 552-6805

E-Mail Address

Telephone No.

10. Special Conditions

- A. This Agreement is valid upon approval and execution by the Department which may be contingent upon approval by the State Administrative Board and signature by the Grantee.
- B. This Agreement is conditionally approved subject to and contingent upon availability of funding and other applicable conditions.
- C. Based on the availability of funding, the Department may specify the amount of funding the Grantee may expend during a specific time period within the Agreement Period.
- D. The Department has the option to assume no responsibility or liability for costs incurred by the Grantee prior to the start date of this Agreement.
- E. The Grantee is required by 2004 PA 533 to receive payments by electronic funds transfer.

11. Special Certification

The individual or officer signing this Agreement certifies by their signature that they are authorized to sign this Agreement on behalf of the responsible governing board, official or Grantee.

12. Signature Section**For Livingston County Department of Public Health**

Dianne McCormick

Health Officer

Name

Title

For the Michigan Department of Health and Human Services

Christine H. Sanches

08/03/2021

Christine H. Sanches, Director
Bureau of Grants and Purchasing

Date

Part 2 General Provisions

I. Responsibilities - Grantee

The Grantee, in accordance with the general purposes and objectives of this Agreement shall:

A. Publication Rights

1. Copyright materials only when the Grantee exclusively develops books, films or other such copyrightable materials through activities supported by this Agreement. The copyrighted materials cannot include recipient information or personal identification data. Grantee provides the Department a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such materials copyrighted by the Grantee and authorizes others to reproduce and use such materials.
2. Obtain prior written authorization from the Department's Office of Communications for any materials copyrighted by the Grantee or modifications bearing acknowledgment of the Department's name prior to reproduction and use of such materials. The state of Michigan may modify the material copyrighted by the Grantee and may combine it with other copyrightable intellectual property to form a derivative work. The state of Michigan will own and hold all copyright and other intellectual property rights in any such derivative work, excluding any rights or interest granted in this Agreement to the Grantee. If the Grantee ceases to conduct business for any reason or ceases to support the copyrightable materials developed under this Agreement, the state of Michigan has the right to convert its licenses into transferable licenses to the extent consistent with any applicable obligations the Grantee has.
3. Obtain written authorization, at least 14 days in advance, from the Department's Office of Communications and give recognition to the Department in any and all publications, papers and presentations arising from the Agreement activities.
4. Notify the Department's Bureau of Grants and Purchasing 30 days before applying to register a copyright with the U.S. Copyright Office. The Grantee must submit an annual report for all copyrighted materials developed by the Grantee through activities supported by this Agreement and must submit a final invention statement and certification within 60 days of the end of the Agreement period.
5. Not make any media releases related to this Agreement, without prior written authorization from the Department's Office of Communications.

B. Fees

1. Guarantee that any claims made to the Department under this Agreement shall not be financed by any sources other than the

Department under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to budget the additional source of funds and reflect the source of funding on the Financial Status Report.

2. Make reasonable efforts to collect 1st and 3rd party fees, where applicable, and report those collections on the Financial Status Report. Any under recoveries of otherwise available fees resulting from failure to bill for eligible activities will be excluded from reimbursable expenditures.

C. Grant Program Operation

Provide the necessary administrative, professional and technical staff for operation of the grant program. The Grantee must obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of this Agreement.

Use an accounting system that can identify and account for the funds received from each separate grant, regardless of funding source, and assure that grant funds are not commingled.

D. Reporting

Utilize all report forms and reporting formats required by the Department at the start date of this Agreement and provide the Department with timely review and commentary on any new report forms and reporting formats proposed for issuance thereafter.

E. Record Maintenance/Retention

Maintain adequate program and fiscal records and files, including source documentation, to support program activities and all expenditures made under the terms of this Agreement, as required. The Grantee must assure that all terms of the Agreement will be appropriately adhered to and that records and detailed documentation for the grant project or grant program identified in this Agreement will be maintained for a period of not less than four years from the date of termination, the date of submission of the final expenditure report or until litigation and audit findings have been resolved. This section applies to the Grantee, any parent, affiliate, or subsidiary organization of the Grantee and any subcontractor that performs activities in connection with this Agreement.

F. Authorized Access

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

2. Acknowledge the rights of access in this section are not limited to the required retention period. The rights of access will last as long as the records are retained.
3. Cooperate and provide reasonable assistance to authorized representatives of the Department and others when those individuals have access to the Grantee's grant records.

G. Audits

1. Single Audit

The Grantee must submit to the Department a Single Audit consistent with the regulations set forth in Title 2 Code of Federal Regulations (CFR) Part 200, Subpart F. The Single Audit reporting package must include all components described in Title 2 Code of Federal Regulations, Section 200.512 (c) including a Corrective Action Plan, and management letter (if one is issued) with a response to the Department. The Grantee must assure that the Schedule of Expenditures of Federal Awards includes expenditures for all federally-funded grants.

2. Other Audits

The Department or federal agencies may also conduct or arrange for agreed upon procedures or additional audits to meet their needs.

3. Due Date and Where to Send

The required audit and any other required submissions (i.e. corrective action plan, and management letter with a corrective action plan), and/or Audit Exemption Notice must be submitted to the Department within nine months after the end of the Grantee's fiscal year by e-mail at, MDHHS-AuditReports@michigan.gov. Single Audit reports must be submitted simultaneously to the Department and Federal Audit Clearinghouse, in accordance with 2 CFR 200.512(a), The required submission must be assembled as one document in a PDF file and compatible with Adobe Acrobat (read only). The subject line must state the agency name and fiscal year end. The Department reserves the right to request a hard copy of the audit materials if for any reason the electronic submission process is not successful.

4. Penalty

a. Delinquent Single Audit or Financial Related Audit

If the Grantee does not submit the required Single Audit reporting package, management letter (if one is issued) with a response, and Corrective Action Plan within nine months after the end of the Grantee's fiscal year and an extension has not been approved by the cognizant or oversight agency for audit, the Department may withhold from the current funding an amount equal to five percent of the audit year's grant funding

(not to exceed \$200,000) until the required filing is received by the Department. The Department may retain the amount withheld if the Grantee is more than 120 days delinquent in meeting the filing requirements and an extension has not been approved by the cognizant or oversight agency for audit. The Department may terminate the current grant if the Grantee is more than 180 days delinquent in meeting the filing requirements and an extension has not been approved by the cognizant or oversight agency for audit.

b. Delinquent Audit Exemption Notice

Failure to submit the Audit Exemption Notice, when required, may result in withholding payment from Department to Grantee an amount equal to one percent of the audit year's grant funding until the Audit Exemption Notice is received.

H. Subrecipient/Contractor Monitoring

1. When passing federal funds through to a subrecipient (if the Agreement does not prohibit the passing of federal funds through to a subrecipient), the Grantee must:
 - a. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information required by 2 CFR 200.332.
 - b. Ensure the subrecipient complies with all the requirements of this Agreement.
 - c. Evaluate each subrecipient's risk for noncompliance as required by 2 CFR 200.332(b).
 - d. Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations and the terms and conditions of the subawards; that subaward performance goals are achieved; and that all monitoring requirements of 2 CFR 200.332(d) are met including reviewing financial and programmatic reports, following up on corrective actions and issuing management decisions for audit findings.
 - e. Verify that every subrecipient is audited as required by 2 CFR 200 Subpart F.
2. Develop a subrecipient monitoring plan that addresses the above requirements and provides reasonable assurance that the subrecipient administers federal awards in compliance with laws, regulations and the provisions of this Agreement, and that performance goals are achieved. The subrecipient monitoring plan should include a risk-based assessment to determine the level of oversight and monitoring activities,

such as reviewing financial and performance reports, performing site visits and maintaining regular contact with subrecipients.

3. Establish requirements to ensure compliance for for-profit subrecipients as required by 2 CFR 200.501(h), as applicable.
4. Ensure that transactions with subrecipients/contractors comply with laws, regulations and provisions of contracts or grant agreements in compliance with 2 CFR 200.501(h), as applicable.

I. Notification of Modifications

Provide timely notification to the Department, in writing, of any action by its governing board or any other funding source that would require or result in significant modification in the provision of activities, funding or compliance with operational procedures.

J. Software Compliance

Ensure software compliance and compatibility with the Department's data systems for activities provided under this Agreement, including but not limited to stored data, databases and interfaces for the production of work products and reports. All required data under this Agreement shall be provided in an accurate and timely manner without interruption, failure or errors due to the inaccuracy of the Grantee's business operations for processing data. All information systems, electronic or hard copy, that contain state or federal data must be protected from unauthorized access.

K. Human Subjects

Comply with Federal Policy for the Protection of Human Subjects, 45 CFR 46. The Grantee agrees that prior to the initiation of the research, the Grantee will submit Institutional Review Board (IRB) application material for all research involving human subjects, which is conducted in programs sponsored by the Department or in programs which receive funding from or through the state of Michigan, to the Department's IRB for review and approval, or the IRB application and approval materials for acceptance of the review of another IRB. All such research must be approved by a federally assured IRB, but the Department's IRB can only accept the review and approval of another institution's IRB under a formally approved interdepartmental agreement. The manner of the review will be agreed upon between the Department's IRB Chairperson and the Grantee's authorized official.

L. Mandatory Disclosures

1. Disclose to the Department in writing within 14 days of receiving notice of any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") involving Grantee, a subcontractor or an officer or director of Grantee or subcontractor that arises during the term of this Agreement including:
 - a. All violations of federal and state criminal law involving fraud,

bribery, or gratuity violations potentially affecting the Agreement.

- b. A criminal Proceeding;
 - c. A parole or probation Proceeding;
 - d. A Proceeding under the Sarbanes-Oxley Act;
 - e. A civil Proceeding involving:
 - 1. A claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or
 - 2. A governmental or public entity's claim or written allegation of fraud; or
 - f. A Proceeding involving any license that the Grantee is required to possess in order to perform under this Agreement.
2. Notify the Department, at least 90 calendar days before the effective date, of a change in Grantee's ownership and/or executive management.

M. Minimum Program Requirements

Comply with Minimum Program Requirements established in accordance with Section 2472.3 of 1978 PA 368 as amended, MCL 333.2472 (3), MSA 14.15 (2472.3), for each applicable program element funded under this Agreement.

N. Annual Budget and Plan Submission

Submit an Annual Budget and Plan request to the Department, in accordance with instructions established by the Department, to serve as the basis for completion of specific details for Attachments I, III, and IV of this Agreement via Grantee/Department negotiated amendment(s). Failure to submit a complete Annual Budget and Plan by the due date through MI E-Grants will result in the deferral of Department payments until these documents are submitted.

O. Maintenance of Effort

Comply with maintenance of effort requirements for Essential Local Public Health Services (ELPHS), as defined in the current Department appropriation act, and Family Planning in accordance with federal requirements, except as noted in Section 3.C.3 of Part I.

P. Accreditation

- 1. Comply with the local public health accreditation standards and follow the accreditation process and schedule established by the Department to achieve full accreditation status.
 - a. Failure to meet all accreditation requirements or implement corrective plans of action within the prescribed time period will result in the status of "Not Accredited." Grantees designated as

- “Not Accredited” may have their Department allocations reduced for costs incurred in the assurance of service delivery.
- b. Submit a written request for inquiry to the Department should the Grantee disagree with on-site review findings or their accreditation status. The request must identify the disagreement and resolution sought. The inquiry participants will be comprised of Grantee staff, Department staff, the Accreditation Commission Chair, and the Accreditation Coordinator as needed. Participants will clarify facts, verify information and seek resolution.
2. Consent Agreements/Administrative Compliance Orders/Administrative Hearings for "Not Accredited" Grantees:
- a. If designated as “Not Accredited”, the Grantee will receive a Consent Agreement Package from the Department. Grantees and their local governing entities shall be given 75 days to review the package, meet with the Department, and sign and return the Consent Agreement.
 - b. Fulfillment of the terms and conditions of the Consent Agreement will not affect accreditation status, but impacts the Grantees’ ability to fulfill its contractual obligations under the Local Health Department Grant Agreement. Grantees designated as “Not Accredited”, will retain this designation until the subsequent accreditation cycle.
 - c. Failure to fulfill the terms and conditions of the Consent Agreement within the prescribed time period will result in the issuance of an Administrative Compliance Order by the Department.
 - d. Within 60 working days after receipt of an Administrative Compliance Order and proposed compliance period, a local governing entity may petition the Department for an administrative hearing. If the local governing entity does not petition the Department for a hearing within 60 days after receipt of an Administrative Compliance Order, the order and proposed compliance date shall be final. After a hearing, the Department may reaffirm, modify, or revoke the order or modify the time permitted for compliance.
 - e. If the local governing entity fails to correct a deficiency for which a final order has been issued within the period permitted for compliance, the Department may petition the appropriate circuit court for a writ of mandamus to compel correction.

Q. Medicaid Outreach Activities Reimbursement

Report allowable costs and request reimbursement for the Medicaid Outreach activities it provides in accordance with 2 CFR, Part 200 and the requirements in Medicaid Bulletin number: MSA 05-29.

Submit a Cost Allocation Plan Certification to the Department to bill for the Medicaid Outreach Activities. The Cost Allocation Plan Certification is valid until a change is made to the cost allocation plan or the Department determines it is invalid.

Submit quarterly FSRs for the Medicaid Outreach activities and an annual FSR for the Children with Special Health Care Services Medicaid Outreach activities in accordance with the instructions contained in Attachment I. In accordance with the Medicaid Bulletin, MSA 05-29, agree to target Medicaid outreach effort toward Department established priorities. For fiscal year 2021, the Department priorities are: lead testing, outreach and enrollment for the Family Planning waiver, and outreach for pregnant women, mothers and infants for the Maternal and Infant Health Program. The Grantee will submit a report using the MDHHS Local Health Department Medicaid Outreach form describing their outreach activities targeting the priorities 30 days after the end of a fiscal year quarter and at the same time as the final FSR is due to the Department. The Local Health Department Medicaid Outreach reports are to be sent through MI E-Grants as an attachment report to the Financial Status Report.

R. Conflict of Interest and Code of Conduct Standards

1. Be subject to the provisions of 1968 PA 317, as amended, 1973 PA 196, as amended, and 2 CFR 200.318 (c)(1) and (2).
2. Uphold high ethical standards and be prohibited from the following:
 - a. Holding or acquiring an interest that would conflict with this Agreement;
 - b. Doing anything that creates an appearance of impropriety with respect to the award or performance of this Agreement;
 - c. Attempting to influence or appearing to influence any state employee by the direct or indirect offer of anything of value; or
 - d. Paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of this Agreement.
3. Immediately notify the Department of any violation or potential violation of these standards. This section applies to Grantee, any parent, affiliate or subsidiary organization of Grantee, and any subcontractor that performs activities in connection with this Agreement.

S. Travel Costs

1. Be reimbursed for travel cost (including mileage, meals, and lodging) budgeted and incurred related to services provided under this

Agreement.

- a. If the Grantee has a documented policy related to travel reimbursement for employees and if the Grantee follows that documented policy, the Department will reimburse the Grantee for travel costs at the Grantee's documented reimbursement rate for employees. Otherwise, the State of Michigan travel reimbursement rate applies.
- b. State of Michigan travel rates may be found at the following website: https://www.michigan.gov/dtmb/0,5552,7-358-82548_13132---,00.html.
- c. International travel must be preapproved by the Department and itemized in the budget.

T. Insurance Requirements

1. Maintain at least a minimum of the insurances or governmental self-insurances listed below and be responsible for all deductibles. All required insurance or self-insurance must:
 - a. Protect the state of Michigan from claims that may arise out of, are alleged to arise out of, or result from Grantee's or a subcontractor's performance;
 - b. Be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the state; and
 - c. Be provided by a company with an A.M. Best rating of "A-" or better and a financial size of VII or better.
2. Insurance Types
 - a. Commercial General Liability Insurance or Governmental Self-Insurance: Except for Governmental Self-Insurance, policies must be endorsed to add "the state of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 12 19 and CG 20 37 12 19.

If the Grantee will interact with children, schools, or the cognitively impaired, the Grantee must maintain appropriate insurance coverage related to sexual abuse and molestation liability.

- b. Workers' Compensation Insurance or Governmental Self-Insurance: Coverage according to applicable laws governing work activities. Policies must include waiver of subrogation, except where waiver is prohibited by law.
- c. Employers Liability Insurance or Governmental Self-Insurance

- d. Privacy and Security Liability (Cyber Liability) Insurance: cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
3. Require that subcontractors maintain the required insurances contained in this Section.
4. This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of the Grantee from any obligations under this Agreement.
5. Each Party must promptly notify the other Party of any knowledge regarding an occurrence which the notifying Party reasonably believes may result in a claim against either Party. The Parties must cooperate with each other regarding such claim.

U. Fiscal Questionnaire

1. Complete and upload the yearly fiscal questionnaire to the EGrAMS agency profile within three months of the start of the Agreement.
2. The fiscal questionnaire template can be found in EGrAMS documents.

V. Criminal Background Check

1. Conduct or cause to be conducted a search that reveals information similar or substantially similar to information found on an Internet Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with clients or has access to client information.
 - a. ICHAT: <http://apps.michigan.gov/ichat>
 - b. Michigan Public Sex Offender Registry: <http://www.mipsor.state.mi.us>
 - c. National Sex Offender Registry: <http://www.nsopw.gov>
2. Conduct or cause to be conducted a Central Registry (CR) check for each employee, subcontractor, subcontractor employee, or volunteer who, under this Agreement works directly with children.
 - a. Central Registry: https://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330-180331--,00.html
3. Require each new employee, employee, subcontractor, subcontractor employee or volunteer who, under this Agreement, works directly with clients or who has access to client information to notify the Grantee in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator, at hire

or within 10 days of the event after hiring.

4. Determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with clients or accessing client information related to clients under this Agreement, based on the results of a positive ICHAT response or reported criminal felony conviction or perpetrator identification.
5. Determine whether to prohibit any employee, subcontractor, subcontractor employee or volunteer from performing work directly with children under this Agreement, based on the results of a positive CR response or reported perpetrator identification.
6. Require any employee, subcontractor, subcontractor employee or volunteer who may have access to any databases of information maintained by the federal government that contain confidential or personal information, including but not limited to federal tax information, to have a fingerprint background check performed by the Michigan State Police.

II. Responsibilities - Department

The Department in accordance with the general purposes and objectives of this Agreement will:

A. Reimbursement

Provide reimbursement in accordance with the terms and conditions of this Agreement based upon appropriate reports, records, and documentation maintained by the Grantee.

B. Report Forms

Provide any report forms and reporting formats required by the Department at the start date of this Agreement, and provide to the Grantee any new report forms and reporting formats proposed for issuance thereafter at least 90 days prior to their required usage in order to afford the Grantee an opportunity to review.

C. Notification of Modifications

Notify the Grantee in writing of modifications to federal or state laws, rules and regulations affecting this Agreement.

D. Identification of Laws

Identify for the Grantee relevant laws, rules, regulations, policies, procedures, guidelines and state and federal manuals, and provide the Grantee with copies of these documents to the extent they are not otherwise available to the Grantee.

E. Modification of Funding

Notify the Grantee in writing within 30 calendar days of becoming aware of the need for any modifications in Agreement funding commitments made necessary by action of the federal government, the governor, the legislature or

the Department of Technology Management and Budget on behalf of the governor or the legislature. Implementation of the modifications will be determined jointly by the Grantee and the Department.

F. Monitor Compliance

Monitor compliance with all applicable provisions contained in federal grant awards and their attendant rules, regulations and requirements pertaining to program elements covered by this Agreement.

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G. Technical Assistance

Make technical assistance available to the Grantee for the implementation of this Agreement.

H. Accreditation

Adhere to the accreditation requirements including the process for “Not Accredited” Grantees. The process includes developing and monitoring consent agreements, issuing and monitoring administrative compliance orders, participating in administrative hearings and petitioning appropriate circuit courts.

I. Medicaid Outreach Activities Reimbursement

Agrees to reimburse the Grantee for all allowable Medicaid Outreach activities that meet the standards of the Medicaid Bulletin: MSA 05-29 including the cost allocation plan certification and that are billed in accordance with the requirements in Attachment I.

In accordance with the Medicaid Bulletin, MSA 05-29, the Department will identify each fiscal year the Medicaid Outreach priorities and establish a reporting requirement for the Grantee.

III. Assurances

The following assurances are hereby given to the Department:

A. Compliance with Applicable Laws

The Grantee will comply with applicable federal and state laws, guidelines, rules and regulations in carrying out the terms of this Agreement. The Grantee will also comply with all applicable general administrative requirements, such as 2 CFR 200, covering cost principles, grant/agreement principles and audits, in carrying out the terms of this Agreement. The Grantee will comply with all applicable requirements in the original grant awarded to the Department if the Grantee is a subgrantee. The Department may determine that the Grantee has not complied with applicable federal or state laws, guidelines, rules and regulations in carrying out the terms of this Agreement and may then terminate this Agreement under Part 2, Section V.

B. Anti-Lobbying Act

The Grantee 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 FY Omnibus Consolidated Appropriations Act. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

C. Non-Discrimination

1. The Grantee must comply with the Department's non-discrimination statement: The Michigan Department of Health and Human Services will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, height, weight, marital status, gender identification or expression, sexual orientation, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The Grantee further agrees that every subcontract entered into for the performance of any contract or purchase order resulting therefrom, will contain a provision requiring non-discrimination in employment, activity delivery and access, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act (1976 PA 453, as amended; MCL 37.2101 et seq.) and the Persons with Disabilities Civil Rights Act (1976 PA 220, as amended; MCL 37.1101 et seq.), and any breach thereof may be regarded as a material breach of this Agreement.
2. The Grantee will comply with all federal statutes relating to nondiscrimination. These include but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination based on race, color or national origin;
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, 1685-1686), which prohibits discrimination based on sex;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination based on disabilities;
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination based on age;
 - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination based on drug abuse;
 - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination based on alcohol abuse or alcoholism;
 - g. Sections 523 and 527 of the Public Health Service Act of 1944 (42 U.S.C. 290dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - h. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made;

and,

- i. The requirements of any other nondiscrimination statute(s) which may apply to the application.
3. Additionally, assurance is given to the Department that proactive efforts will be made to identify and encourage the participation of minority-owned and women-owned businesses, and businesses owned by persons with disabilities in contract solicitations. The Grantee shall include language in all contracts awarded under this Agreement which (1) prohibits discrimination against minority-owned and women-owned businesses and businesses owned by persons with disabilities in subcontracting; and (2) makes discrimination a material breach of contract.

D. Debarment and Suspension

The Grantee will comply with federal regulation 2 CFR 180 and certifies to the best of its knowledge and belief that it, its employees and its subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;
2. 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;
3. 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 2;
4. 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
5. Have not committed an act of so serious or compelling a nature that it affects the Grantee's present responsibilities.

E. Federal Requirement: Pro-Children Act

1. The Grantee will comply with the Pro-Children Act of 1994 (P.L. 103-227; 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 activities, education or library

activities to children under the age of 18, if the activities 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 activities that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's activities provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; activity 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 Grantee also assures that this language will be included in any subawards which contain provisions for children's activities.

2. The Grantee 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 shall 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 shall be smoke-free.

F. Hatch Act and Intergovernmental Personnel Act

The Grantee 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.

G. Employee Whistleblower Protections

The Grantee will comply with 41 U.S.C. 4712 and shall insert this clause in all subcontracts.

H. Clean Air Act and Federal Water Pollution Control Act

The Grantee will comply with the Clean Air Act (42 U.S.C. 7401-7671(q)) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.

1. This Agreement and anyone working on this Agreement will be subject to the Clean Air Act and Federal Water Pollution Control Act and must comply with all applicable standards, orders or regulations issued pursuant to these Acts. Violations must be reported to the Department.

I. Victims of Trafficking and Violence Protection Act

The Grantee will comply with the Victims of Trafficking and Violence Protection

Act of 2000 (P.L. 106-386), as amended.

1. This Agreement and anyone working on this Agreement will be subject to P.L. 106-386 and must comply with all applicable standards, orders or regulations issued pursuant to this Act. Violations must be reported to the Department.

J. Procurement of Recovered Materials

The Grantee will comply with section 6002 of the Solid Waste Disposal Act of 1965 (P.L. 89-272), as amended.

1. This Agreement and anyone working on this Agreement will be subject to section 6002 of P.L. 89-272, as amended, and must comply with all applicable standards, orders or regulations issued pursuant to this act. Violations must be reported to the Department.

K. Subcontracts

For any subcontracted activity or product, the Grantee will ensure:

1. That a written subcontract is executed by all affected parties prior to the initiation of any new subcontract activity or delivery of any subcontracted product. Exceptions to this policy may be granted by the Department if the Grantee asks the Department in writing within 30 days of execution of the Agreement.
2. That any executed subcontract to this Agreement shall require the subcontractor to comply with all applicable terms and conditions of this Agreement. In the event of a conflict between this Agreement and the provisions of the subcontract, the provisions of this Agreement shall prevail.

A conflict between this Agreement and a subcontract, however, shall not be deemed to exist where the subcontract:

- a. Contains additional non-conflicting provisions not set forth in this Agreement;
- b. Restates provisions of this Agreement to afford the Grantee the same or substantially the same rights and privileges as the Department; or
- c. Requires the subcontractor to perform duties and services in less time than that afforded the Grantee in this Agreement.
3. That the subcontract does not affect the Grantee's accountability to the Department for the subcontracted activity.
4. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and services.
5. That the Grantee will submit a copy of the executed subcontract if requested by the Department.

6. That subcontracts in support of programs or elements utilizing funds provided by the Department, the State of Michigan or the federal government in excess of \$10,000 shall contain provisions or conditions that will:
 - a. Allow the Grantee or Department to seek administrative, contractual or legal remedies in instances in which the subcontractor violates or breaches contract terms, and provide for such remedial action as may be appropriate.
 - b. Provide for termination by the Grantee, including the manner by which termination will be effected and the basis for settlement.
7. That all subcontracts in support of programs or elements utilizing funds provided by the Department, the State of Michigan or the federal government of amounts in excess of \$100,000 shall contain a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970 (42 USC 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).
8. That all subcontracts and subgrants in support of programs or elements utilizing funds provided by the Department, the State of Michigan or the federal government in excess of \$2,000 for construction or repair, awarded by the Grantee shall include a provision:
 - a. For compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3).
 - b. For compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5) (if required by Federal Program Legislation).
 - c. For compliance with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5). This provision also applies to all other contracts in excess of \$2,500 that involve the employment of mechanics or laborers.

L. Procurement

Grantee will ensure that all purchase transactions, whether negotiated or advertised, shall be conducted openly and competitively in accordance with the principles and requirements of 2 CFR 200. Funding from this Agreement shall not be used for the purchase of foreign goods or services or both. Records shall be sufficient to document the significant history of all purchases and shall be maintained for a minimum of four years after the end of the

Agreement period.

M. 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 requirements of HIPAA including the following:

1. 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.
2. 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.
3. The Grantee must only use the protected health data and information for the purposes of this Agreement.
4. 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.
5. 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.
6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Part 2, Section V.
7. 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.
8. The Grantee will enter into a business associate agreement should the Department determine such an agreement is required under HIPAA.

N. Home Health Services

If the Grantee provides Home Health Services (as defined in Medicare Part B), the following requirements apply:

1. The Grantee shall not use State ELPHS or categorical grant funds provided under this Agreement to unfairly compete for home health services available from private providers of the same type of services in the Grantee's service area.
2. For purposes of this Agreement, the term "unfair competition" shall be defined as offering of home health services at fees substantially less than those generally charged by private providers of the same type of services in the Grantee's area, except as allowed under Medicare customary charge regulations involving sliding fee scale discounts for low-income clients based upon their ability to pay.
3. If the Department finds that the Grantee is not in compliance with its assurance not to use state ELPHS and categorical grant funds to unfairly compete, the Department shall follow the procedure required for failure by local health departments to adequately provide required services set forth in Sections 2497 and 2498 of 1978 PA 368 as amended (Public Health Code), MCL 333.2497 and 2498, MSA 14.15 (2497) and (2498).

O. Website Incorporation

The Department is not bound by any content on Grantee's website or other internet communication platforms or technologies, unless expressly incorporated directly into this Agreement. The Department is not bound by any end user license agreement or terms of use unless specifically incorporated in this Agreement or any other agreement signed by the Department. The Grantee may not refer to the Department on the Grantee's website or other internet communication platforms or technologies without the prior written approval of the Department.

P. Survival

The provisions of this Agreement that impose continuing obligations will survive the expiration or termination of this Agreement.

Q. Non-Disclosure of Confidential Information

1. The Grantee agrees that it will use confidential information solely for the purpose of this Agreement. The Grantee agrees to hold all confidential information in strict confidence and not to copy, reproduce, sell, transfer or otherwise dispose of, give or disclose such confidential information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such confidential information for any purpose whatsoever other than the performance of this Agreement. The Grantee must take all reasonable

precautions to safeguard the confidential information. These precautions must be at least as great as the precautions the Grantee takes to protect its own confidential or proprietary information.

2. Meaning of Confidential Information

For the purpose of this Agreement the term “confidential information” means all information and documentation that:

- a. Has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party;
 - b. If disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning;
 - c. Should reasonably be recognized as confidential information of the disclosing party;
 - d. Is unpublished or not available to the general public; or
 - e. Is designated by law as confidential.
3. The term “confidential information” does not include any information or documentation that was:
- a. Subject to disclosure under the Michigan Freedom of Information Act (FOIA);
 - b. Already in the possession of the receiving party without an obligation of confidentiality;
 - c. Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights;
 - d. Obtained from a source other than the disclosing party without an obligation of confidentiality; or
 - e. Publicly available when received or thereafter became publicly available (other than through an unauthorized disclosure by, through or on behalf of, the receiving party).
4. The Grantee must notify the Department within one business day after discovering any unauthorized use or disclosure of confidential information. The Grantee will cooperate with the Department in every way possible to regain possession of the confidential information and prevent further unauthorized use or disclosure.

R. Cap on Salaries

None of the funds awarded to the Grantee through this Agreement shall be used to pay, either through a grant or other external mechanism, the salary of an individual at a rate in excess of Executive Level II. The current rates of pay for the Executive Schedule are located on the United States Office of

Personnel Management web site, <http://www.opm.gov>, by navigating to Policy — Pay & Leave — Salaries & Wages. The salary rate limitation does not restrict the salary that a Grantee may pay an individual under its employment; rather, it merely limits the portion of that salary that may be paid with funds from this Agreement.

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IV. Financial Requirements

A. Operating Advance

Under the pre-payment reimbursement method, no additional operating advances will be issued.

B. Payment Method

1. Prepayments

- a. The Department will make monthly prepayments equal to 1/12th of the Agreement amount for each non-fee-for-service program contained in Attachment IV of this Agreement. One single payment covering all non-fee-for-service programs will be made within the first week of each month. The Grantee can view their monthly prepayment within the MI E-Grants system.
- b. Prepayments for the months of October thru January will be based upon the initial Agreement amounts in Attachment IV. Subsequent monthly prepayments may be adjusted based upon Agreement amendments or Grantee adjustment requests.
- c. If the sum of the prepayments does not equal at least 90% of the Grantee's expenditures for a quarter of the contract period, the Grantee may submit documentation for an adjustment to the monthly prepayment amount via the following process:
 - i. Submit a written request for the adjustment to the Department's Accounting Expenditure Operations Division.
 - ii. The adjustment request must be itemized by program and must list the amount received from the Department, the expenditure amount reported per the quarterly Financial Status Report (FSR), and the difference. The amount received from the Department and the expenditures must be for the same reporting quarterly FSR period.
 - iii. The Department will review the requests and if an adjustment is approved, it will be included in the next scheduled monthly prepayment.
 - iv. Adjustment requests will not be accepted prior to submission of the FSR for the quarter ending December 31. No adjustments will be made prior to the February monthly prepayment.
 - v. The ability of the Department to approve adjustments may be limited by the quarterly allotments of spending authority in the Department's appropriation account mandated by the Office of the State Budget Director. The quarterly allotment limits the amount of each account (program) that

the Department may expend during each fiscal quarter.

2. Fixed Fee Reimbursement

- a. Quarterly reimbursement for fixed fee projects is based on Attachment IV and approved quarterly Financial Status Reports.

C. Financial Status Report Submission

1. The Grantee shall electronically prepare and submit FSRs to the Department via the EGrAMS website (<http://egrams-mi.com/mdhhs>).

A Financial Status Report (FSR) must be submitted on a quarterly basis no later than 30 days after the close of the calendar quarter for all programs listed on Attachment IV and fee for services project budgeted. Failure to meet financial reporting responsibilities as identified in this Agreement may result in withholding future payments.

2. FSR's must report total actual program expenditures regardless of the source of funds. The Department will reimburse the Grantee for expenditures in accordance with the terms and conditions of this Agreement. Failure to comply with the reporting due dates will result in the deferral of the Grantee's monthly prepayment.
3. The Grantee representative who submits the FSR is certifying to the best of their knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of this Agreement. The individual submitting the FSR should be aware that any false, fictitious, or fraudulent information, or the omission of any material facts, may subject them to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.
4. The instructions for completing the FSR form are available on the website <http://egrams-mi.com/dch>. Send FSR questions to FSRMDHHS@michigan.gov.

D. Reimbursement Method

The Grantee will be reimbursed in accordance with the reimbursement methods for applicable program elements described as follows:

1. Performance Reimbursement - A reimbursement method by which Grantees are reimbursed based upon the understanding that a certain level of performance (measured by outputs) must be met in order to receive full reimbursement of costs (net of program income and other earmarked sources) up to the contracted amount of state funds. Any local funds used to support program elements operated under such provisions of this Agreement may be transferred by the Grantee within, among, to or from the affected elements without Department approval, subject to applicable provisions of Sections 3.B. and 3.C.3 of Part 1. If

Grantee's performance falls short of the expectation by a factor greater than the allowed minimum performance percentage, the state maximum allocation will be reduced equivalent to actual performance in relation to the minimum performance.

2. Actual Cost Reimbursement - A reimbursement method by which Grantees are reimbursed based upon the understanding that state dollars will be paid up to total costs in relation to the state's share of the total costs and up to the total state allocation as agreed to in the approved budget. This reimbursement approach is not directly dependent upon whether a specified level of performance is met by the local health department. Department funding under this reimbursement method is allocable as a source before any local funding requirement unless a specific local match condition exists.
3. Fixed Unit Rate Reimbursement - A reimbursement method by which Grantee is reimbursed a specific amount for each output actually delivered and reported.
4. Essential Local Public Health Services (ELPHS) - A reimbursement method by which Grantees are reimbursed a share of reasonable and allowable costs incurred for required services, as noted in the current Appropriations Act.

E. Reimbursement Mechanism

All Grantees must sign up through the on-line vendor registration process to receive all State of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits. Vendor registration information is available through the Department of Technology, Management and Budget's web site: <http://www.michigan.gov/sigmavss>

F. Unobligated Funds

Any unobligated balance of funds held by the Grantee at the end of the Agreement period will be returned to the Department or treated in accordance with instructions provided by the Department.

G. Final Obligation Reporting Requirements

An Obligation Report, based on annual guidelines, must be submitted by the due date using the format provided by the Department through MI E-Grants. The Grantee must provide, by program, an estimate of total expenditures for the entire Agreement period (October 1 through September 30). This report must represent the Grantee's best estimate of total program expenditures for the Agreement period. The information on the report will be used to record the Department's year-end accounts payables and receivables by program for this Agreement. The report assists the Department in reserving sufficient funding to reimburse the final expenditures that will be reported on the Final FSR

without materially overstating or understating the year-end obligations for this Agreement. The Department compares the total estimated expenditures from this report to the total amount reimbursed to the Grantee in the monthly prepayments and quarterly fee-for-service payments to establish accounts payable and accounts receivable entries at fiscal year-end. The Department recognizes that based upon payment adjustments and timing of Agreement amendments, the Grantee may owe the Department funding for overpayment of a program and may be due funds from the Department for underpayment of a program at fiscal year-end.

Within 60 days after the Agreement fiscal year-end, the Grantee must liquidate any unpaid year-end commitments and obligations. Any obligation remaining unliquidated after 60 days from the end of the Agreement period shall revert to the Department for disposition in accordance with applicable state and/or federal requirements, except as specifically authorized in writing by the Department.

H. Final Financial Status Reporting Requirements

Final FSRs are due on the following dates following the Agreement period end date:

<u>Project</u>	<u>Final FSR Due Date</u>
Public Health Emergency Preparedness	11/15/2022
All Remaining Projects	11/30/2022

Upon receipt of the final FSR electronically through MI E-Grants, the Department will determine by program, if funds are owed to the Grantee or if the Grantee owes funds to the Department. If funds are owed to the Grantee, payment will be processed. However, if the Grantee underestimated their year-end obligations in the Obligation Report as compared to the final FSR and the total reimbursement requested does not exceed the Agreement amount that is due to the Grantee, the Department will make every effort to process full reimbursement to the Grantee per the final FSR. Final payment may be delayed pending final disposition of the Department's year-end obligations.

If funds are owed to the Department, it will generally not be necessary for Grantee to send in a payment. Instead, the Department will make the necessary entries to offset other payments and as a result the Grantee will receive a net monthly prepayment. When this does occur, clarifying documentation will be provided to the Grantee by the Department's Bureau of Finance and Accounting.

I. Penalties for Reporting Noncompliance

For failure to submit the final total Grantee FSR report by November 30, through MI E-Grants after the Agreement period end date, the Grantee may be penalized with a one-time reduction in their current ELPHS allocation for

noncompliance with the fiscal year-end reporting deadlines. Any penalty funds will be reallocated to other Local Health Department Grantees. Reductions will be one-time only and will not carryforward to the next fiscal year as an ongoing reduction to a Grantee's ELPHS allocation. Penalties will be assessed based upon the submitted date in MI E-Grants:

ELPHS Penalties for Noncompliance with Reporting Requirements:

1. 1% - 1 day to 30 days late;
2. 2% - 31 days to 60 days late;
3. 3% - over 60 days late with a maximum of 3% reduction in the Grantee's ELPHS allocation.

J. Indirect Costs and Cost Allocations/Distribution Plans

The Grantee is allowed to use approved federal indirect rate, 10% de minimis indirect rate or cost allocation/distribution plans in their budget calculations.

1. Costs must be consistently charged as indirect, direct or cost allocated, but may not be double charged or inconsistently charged.
2. If the Grantee does not have an existing approved federal indirect rate, they may use a 10% de minimis rate in accordance with Title 2 Code of Federal Regulations (CFR) Part 200 to recover their indirect costs.
3. Grantees using the cost allocation/distribution method must develop certified plan in accordance with the requirements described in Title 2 CFR, Part 200 which includes detailed budget narratives and is retained by the Grantee and subject to Department review.
4. There must be a documented, well-defined rationale and audit trail for any cost distribution or allocation based upon Title 2 CFR, Part 200 Cost Principles and subject to Department review.

V. Agreement Termination

This Agreement may be terminated without further liability or penalty to the Department for any of the following reasons:

- A. By either party by giving 30 days written notice to the other party stating the reasons for termination and the effective date.
- B. By either party with 30 days written notice upon the failure of either party to carry out the terms and conditions of this Agreement, provided the alleged defaulting party is given notice of the alleged breach and fails to cure the default within the 30-day period.
- C. Immediately if the Grantee or an official of the Grantee or an owner is convicted of any activity referenced in Part 2 Section III. D. of this Agreement during the term of this Agreement or any extension thereof.

Further, this Agreement may be terminated or modified immediately upon a finding by the Department in accordance with MCL 333.2235 that the Grantee local health department for the delivery of public health services under this Agreement is unable or unwilling to provide any or all of the services as provided in this Agreement, and the

Department may redirect funds as necessary to ensure that the public health services are provided within the Grantee's jurisdiction.

VI. Stop Work Order

The Department may suspend any or all activities under this Agreement at any time. The Department will provide the Grantee with a written stop work order detailing the suspension. Grantee must comply with the stop work order upon receipt. The Department will not pay for activities, Grantee's incurred expenses or financial losses, or any additional compensation during a stop work period.

VII. Final Reporting upon Termination

Should this Agreement be terminated by either party, within 30 days after the termination, the Grantee shall provide the Department with all financial, performance and other reports required as a condition of this Agreement. The Department will make payments to the Grantee for allowable reimbursable costs not covered by previous payments or other state or federal programs. The Grantee shall immediately refund to the Department any funds not authorized for use and any payments or funds advanced to the Grantee in excess of allowable reimbursable expenditures.

VIII. Severability

If any part of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, that part will be deemed deleted from this Agreement and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining parts of the Agreement will continue in full force and effect.

IX. Amendments

- A. Except as otherwise provided, any changes to this Agreement will be valid only if made in writing and accepted by all parties to this Agreement.

In the event that circumstances occur that are not reasonably foreseeable, or are beyond the Grantee's or Department's control, which reduce or otherwise interfere with the Grantee's or Department's ability to provide or maintain specified services or operational procedures, immediate written notification must be provided to the other party. Any change proposed by the Grantee which would affect the state funding of any project, in whole or in part as provided in Part 1, Section 3.C. of the Agreement, must be submitted in writing to the Department for approval immediately upon determining the need for such change. The proposed change may be implemented upon receipt of written notification from the Department.

- B. Except as otherwise provided, amendments to this Agreement shall be made within thirty days after receipt and approval of a change proposed by the Grantee.

Amendments of a routine nature including applicable changes in budget

categories, modified indirect rates, and similar conditions which do not modify the Agreement scope, amount of funding to be provided by the Department or, the total amount of the budget may be submitted by the Grantee, in writing, at any time prior to June 7. The Department will provide a written response within 30 calendar days.

All amendments must be submitted to the Department within three weeks of receipt through MI E-Grants to assure the amendment can be executed prior to the end of the Agreement period.

X. Liability

- A. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, by the Grantee, Grantee's subcontractors or anyone directly or indirectly employed by the Grantee in the performance of this Agreement shall be the responsibility of the Grantee, and not the responsibility of the Department. Nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Grantee or its employees by law.
- B. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Grantee and the Department in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the Grantee and the Department in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Grantee, the state, its agencies (the Department) or their employees, respectively, as provided by statute or court decisions.

XI. Waiver

Failure to enforce any provision of this Agreement will not constitute a waiver.

Any clause or condition of this Agreement found to be an impediment to the intended and effective operation of this Agreement may be waived in writing by the Department or the Grantee, upon presentation of written justification by the requesting party. Such waiver may be temporary or for the life of the Agreement and may affect any or all program elements covered by this Agreement.

XII. State of Michigan Agreement

This is a state of Michigan Agreement and must be exclusively governed by the laws and construed by the laws of Michigan, excluding Michigan's choice-of-law principle. All claims related to or arising out of this Agreement, or its breach, whether sounding in contract, tort, or otherwise, must likewise be governed exclusively by the laws of Michigan, excluding Michigan's choice-of-law principles. Any dispute as a result of this Agreement shall be resolved in the state of Michigan.

XIII. Funding

- A. State funding for this Agreement shall be provided from the applicable and

available Department appropriations for the current fiscal year. The Department provided funds shall be as stated in the approved Annual Budget - Attachment I Instructions for the Annual Budget, Attachment III, Program Specific Assurances and Requirements, and as outlined in Attachment IV, Funding/Reimbursement Matrix.

- B. The funding provided through the Department for this Agreement shall not exceed the amount shown for each federal and state categorical program element except as adjusted by amendment. The Grantee must advise the Department in writing by May 1, if the amount of Department funding may not be used in its entirety or appears to be insufficient for any program element. ELPHS transfer requests between MDHHS, MDARD and MDEQ must also be requested in writing by May 1. All ELPHS required services must be maintained throughout the entire period of the Agreement.
- C. The Department may periodically redistribute funds between agencies during the Agreement period in order to ensure that funds are expended to meet the varying needs for services.

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AA Attachments

A1 Attachment I - Instructions for the Annual Budget

[Attachment I - Instructions for the Annual Budget](#)

A2 Attachment III - Program Specific Assurances and Requirements

[Attachment III - Program Specific Assurances and Requirements](#)

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MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES
 ATTACHMENT IV - Emerging Threats- Local Health Department- 2022
 CONTRACT MANAGEMENT SECTION
 Livingston County Department of Public Health

Program Element/Funding Source (a)	MDHHS Source	Fed/St	Funding Amount	Reimbursement Method (b)	Performance Target Output Measurement	Total (c) Perform Expect	State (d) Funded Target Perform	State Funded Minimum Performance Percent Number (e)		Contractor / Subrecipient (f)
COVID Immunization	Reg. Alloc.	F	917,270	Actual Cost Reimbursement	N/A	N/A	N/A	N/A	N/A	Subrecipient
ELC Contact Tracing, Investigation, Testing Coord., Monitoring and Wrap Around	Reg. Alloc.	F	516,095	Actual Cost Reimbursement	N/A	N/A	N/A	N/A	N/A	Subrecipient
ELC COVID-19 Infection Prevention	Reg. Alloc.	F	90,000	Actual Cost Reimbursement	N/A	N/A	N/A	N/A	N/A	Subrecipient

TOTAL MDHHS FUNDING 1,523,365

***SPECIFIC OUTPUT PERFORMANCE MEASURES WILL BE INCORPORATED VIA AMENDMENT**

Attachment IV Notes

[Attachment IV Notes](#)

1 Program Budget Summary

PROGRAM / PROJECT Emerging Threats- Local Health Department- 2022 / ELC COVID-19 Infection Prevention			DATE PREPARED 8/3/2021		
CONTRACTOR NAME Livingston County Department of Public Health			BUDGET PERIOD From : 10/1/2021 To : 9/30/2022		
MAILING ADDRESS (Number and Street) 2300 E. Grand River Ave., Suite 102			BUDGET AGREEMENT <input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment		AMENDMENT # 0
CITY Howell	STATE MI	ZIP CODE 48843-7578	FEDERAL ID NUMBER 38-6005819		

	Category	Total	Amount
DIRECT EXPENSES			
Program Expenses			
1	Salary & Wages	48,934.00	48,934.00
2	Fringe Benefits	17,127.00	17,127.00
3	Cap. Exp. for Equip & Fac.	0.00	0.00
4	Contractual	0.00	0.00
5	Supplies and Materials	16,000.00	16,000.00
6	Travel	0.00	0.00
7	Communication	500.00	500.00
8	County-City Central Services	0.00	0.00
9	Space Costs	2,300.00	2,300.00
10	All Others (ADP, Con. Employees, Misc.)	6,500.00	6,500.00
Total Program Expenses		91,361.00	91,361.00
TOTAL DIRECT EXPENSES		91,361.00	91,361.00
INDIRECT EXPENSES			
Indirect Costs			
1	Indirect Costs	0.00	0.00
2	Cost Allocation Plan / Other	0.00	0.00
Total Indirect Costs		0.00	0.00
TOTAL INDIRECT EXPENSES		0.00	0.00
TOTAL EXPENDITURES		91,361.00	91,361.00

2 Program Budget - Source of Funds

SOURCE OF FUNDS

	Category	Total	Amount	Cash	Inkind
1	Source of Funds				
	Fees and Collections - 1st and 2nd Party	0.00	0.00	0.00	0.00
	Fees and Collections - 3rd Party	0.00	0.00	0.00	0.00
	Federal or State (Non MDHHS)	0.00	0.00	0.00	0.00
	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00
	Federally Provided Vaccines	0.00	0.00	0.00	0.00
	Federal Medicaid Outreach	0.00	0.00	0.00	0.00
	Required Match - Local	0.00	0.00	0.00	0.00
	Local Non-ELPHS	0.00	0.00	0.00	0.00
	Local Non-ELPHS	0.00	0.00	0.00	0.00
	Local Non-ELPHS	0.00	0.00	0.00	0.00
	Other Non-ELPHS	0.00	0.00	0.00	0.00
	MDHHS Non Comprehensive	0.00	0.00	0.00	0.00
	MDHHS Comprehensive	90,000.00	90,000.00	0.00	0.00
	MCH Funding	0.00	0.00	0.00	0.00
	Local Funds - Other	1,361.00	0.00	1,361.00	0.00
	Inkind Match	0.00	0.00	0.00	0.00
	MDHHS Fixed Unit Rate				
	Totals	91,361.00	90,000.00	1,361.00	0.00

3 Program Budget - Cost Detail

	Line Item	Qty	Rate	Units	UOM	Total
DIRECT EXPENSES						
Program Expenses						
1	Salary & Wages					
	Public Health Nurse	1.0000	48933.790	0.000	FTE	48,934.00
2	Fringe Benefits					
	All Composite Rate	0.0000	35.000	48934.000		17,127.00
3	Cap. Exp. for Equip & Fac.					
4	Contractual					
5	Supplies and Materials					
	Computers-Monitors-Dock stations-Printer	0.0000	0.000	0.000		16,000.00
6	Travel					
7	Communication					
	TELEPHONE CHARGES	0.0000	0.000	0.000		500.00
8	County-City Central Services					
9	Space Costs					
	Rent	0.0000	0.000	0.000		2,300.00
10	All Others (ADP, Con. Employees, Misc.)					
	IT HARWARE / SOFTWARE MONTHLY COSTS	0.0000	0.000	0.000		6,500.00
Total Program Expenses						91,361.00
TOTAL DIRECT EXPENSES						91,361.00
INDIRECT EXPENSES						
Indirect Costs						
1	Indirect Costs					
2	Cost Allocation Plan / Other					
Total Indirect Costs						0.00
TOTAL INDIRECT EXPENSES						0.00
TOTAL EXPENDITURES						91,361.00

1 Program Budget Summary

PROGRAM / PROJECT Emerging Threats- Local Health Department- 2022 / COVID Immunization			DATE PREPARED 8/3/2021		
CONTRACTOR NAME Livingston County Department of Public Health			BUDGET PERIOD From : 10/1/2021 To : 9/30/2022		
MAILING ADDRESS (Number and Street) 2300 E. Grand River Ave., Suite 102			BUDGET AGREEMENT <input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment		AMENDMENT # 0
CITY Howell	STATE MI	ZIP CODE 48843-7578	FEDERAL ID NUMBER 38-6005819		

	Category	Total	Amount
DIRECT EXPENSES			
Program Expenses			
1	Salary & Wages	549,382.00	549,382.00
2	Fringe Benefits	192,284.00	192,284.00
3	Cap. Exp. for Equip & Fac.	0.00	0.00
4	Contractual	0.00	0.00
5	Supplies and Materials	165,000.00	165,000.00
6	Travel	0.00	0.00
7	Communication	4,800.00	4,800.00
8	County-City Central Services	0.00	0.00
9	Space Costs	24,000.00	24,000.00
10	All Others (ADP, Con. Employees, Misc.)	65,000.00	65,000.00
Total Program Expenses		1,000,466.00	1,000,466.00
TOTAL DIRECT EXPENSES		1,000,466.00	1,000,466.00
INDIRECT EXPENSES			
Indirect Costs			
1	Indirect Costs	0.00	0.00
2	Cost Allocation Plan / Other	0.00	0.00
Total Indirect Costs		0.00	0.00
TOTAL INDIRECT EXPENSES		0.00	0.00
TOTAL EXPENDITURES		1,000,466.00	1,000,466.00

2 Program Budget - Source of Funds

SOURCE OF FUNDS

	Category	Total	Amount	Cash	Inkind
1	Source of Funds				
	Fees and Collections - 1st and 2nd Party	0.00	0.00	0.00	0.00
	Fees and Collections - 3rd Party	0.00	0.00	0.00	0.00
	Federal or State (Non MDHHS)	0.00	0.00	0.00	0.00
	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00
	Federally Provided Vaccines	0.00	0.00	0.00	0.00
	Federal Medicaid Outreach	0.00	0.00	0.00	0.00
	Required Match - Local	0.00	0.00	0.00	0.00
	Local Non-ELPHS	0.00	0.00	0.00	0.00
	Local Non-ELPHS	0.00	0.00	0.00	0.00
	Local Non-ELPHS	0.00	0.00	0.00	0.00
	Other Non-ELPHS	0.00	0.00	0.00	0.00
	MDHHS Non Comprehensive	0.00	0.00	0.00	0.00
	MDHHS Comprehensive	917,270.00	917,270.00	0.00	0.00
	MCH Funding	0.00	0.00	0.00	0.00
	Local Funds - Other	83,196.00	0.00	83,196.00	0.00
	Inkind Match	0.00	0.00	0.00	0.00
	MDHHS Fixed Unit Rate				
	Totals	1,000,466.00	917,270.00	83,196.00	0.00

3 Program Budget - Cost Detail

	Line Item	Qty	Rate	Units	UOM	Total
DIRECT EXPENSES						
Program Expenses						
1	Salary & Wages					
	Public Health Nurse	3.0000	58793.000	0.000	FTE	176,379.00
	Clerk	4.0000	38223.000	0.000	FTE	152,892.00
	Coordinator	2.0000	82162.000	0.000	FTE	164,324.00
	Director	0.5000	111574.000	0.000	FTE	55,787.00
Total for Salary & Wages						549,382.00
2	Fringe Benefits					
	All Composite Rate	0.0000	35.000	549382.000		192,284.00
3	Cap. Exp. for Equip & Fac.					
4	Contractual					
5	Supplies and Materials					
	Medical Supplies	0.0000	0.000	0.000		50,000.00
	MISC. CLINIC SUPPLIES	0.0000	0.000	0.000		115,000.00
Total for Supplies and Materials						165,000.00
6	Travel					
7	Communication					
	TELEPHONE CHARGES	0.0000	0.000	0.000		4,800.00
8	County-City Central Services					
9	Space Costs					
	Rent	0.0000	0.000	0.000		24,000.00
10	All Others (ADP, Con. Employees, Misc.)					
	IT HARWARE / SOFTWARE MONTHLY COSTS	0.0000	0.000	0.000		65,000.00
Total Program Expenses						1,000,466.00
TOTAL DIRECT EXPENSES						1,000,466.00
INDIRECT EXPENSES						
Indirect Costs						
1	Indirect Costs					

	Line Item	Qty	Rate	Units	UOM	Total
2	Cost Allocation Plan / Other					
Total Indirect Costs						0.00
TOTAL INDIRECT EXPENSES						0.00
TOTAL EXPENDITURES						1,000,466.00

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1 Program Budget Summary

PROGRAM / PROJECT Emerging Threats- Local Health Department- 2022 / ELC Contact Tracing, Investigation, Testing Coord., Monitoring and Wrap Around			DATE PREPARED 8/3/2021		
CONTRACTOR NAME Livingston County Department of Public Health			BUDGET PERIOD From : 10/1/2021 To : 9/30/2022		
MAILING ADDRESS (Number and Street) 2300 E. Grand River Ave., Suite 102			BUDGET AGREEMENT <input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment		AMENDMENT # 0
CITY Howell	STATE MI	ZIP CODE 48843-7578	FEDERAL ID NUMBER 38-6005819		

	Category	Total	Amount
DIRECT EXPENSES			
Program Expenses			
1	Salary & Wages	362,945.00	362,945.00
2	Fringe Benefits	109,531.00	109,531.00
3	Cap. Exp. for Equip & Fac.	0.00	0.00
4	Contractual	0.00	0.00
5	Supplies and Materials	37,000.00	37,000.00
6	Travel	0.00	0.00
7	Communication	2,700.00	2,700.00
8	County-City Central Services	0.00	0.00
9	Space Costs	13,000.00	13,000.00
10	All Others (ADP, Con. Employees, Misc.)	37,000.00	37,000.00
Total Program Expenses		562,176.00	562,176.00
TOTAL DIRECT EXPENSES		562,176.00	562,176.00
INDIRECT EXPENSES			
Indirect Costs			
1	Indirect Costs	0.00	0.00
2	Cost Allocation Plan / Other	0.00	0.00
Total Indirect Costs		0.00	0.00
TOTAL INDIRECT EXPENSES		0.00	0.00
TOTAL EXPENDITURES		562,176.00	562,176.00

2 Program Budget - Source of Funds

SOURCE OF FUNDS

	Category	Total	Amount	Cash	Inkind
1	Source of Funds				
	Fees and Collections - 1st and 2nd Party	0.00	0.00	0.00	0.00
	Fees and Collections - 3rd Party	0.00	0.00	0.00	0.00
	Federal or State (Non MDHHS)	0.00	0.00	0.00	0.00
	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00
	Federally Provided Vaccines	0.00	0.00	0.00	0.00
	Federal Medicaid Outreach	0.00	0.00	0.00	0.00
	Required Match - Local	0.00	0.00	0.00	0.00
	Local Non-ELPHS	0.00	0.00	0.00	0.00
	Local Non-ELPHS	0.00	0.00	0.00	0.00
	Local Non-ELPHS	0.00	0.00	0.00	0.00
	Other Non-ELPHS	0.00	0.00	0.00	0.00
	MDHHS Non Comprehensive	0.00	0.00	0.00	0.00
	MDHHS Comprehensive	516,095.00	516,095.00	0.00	0.00
	MCH Funding	0.00	0.00	0.00	0.00
	Local Funds - Other	46,081.00	0.00	46,081.00	0.00
	Inkind Match	0.00	0.00	0.00	0.00
	MDHHS Fixed Unit Rate				
	Totals	562,176.00	516,095.00	46,081.00	0.00

3 Program Budget - Cost Detail

	Line Item	Qty	Rate	Units	UOM	Total
DIRECT EXPENSES						
Program Expenses						
1	Salary & Wages					
	Clerk	2.0000	38223.000	0.000	FTE	76,446.00
	Public Health Nurse	2.5000	58793.000	0.000	FTE	146,983.00
	Coordinator	0.7500	82162.000	0.000	FTE	61,622.00
	Director	0.2500	111574.000	0.000	FTE	27,894.00
	Temporary Staff	1.0000	50000.000	0.000	FTE	50,000.00
Total for Salary & Wages						362,945.00
2	Fringe Benefits					
	All Composite Rate	0.0000	35.000	312945.000		109,531.00
3	Cap. Exp. for Equip & Fac.					
4	Contractual					
5	Supplies and Materials					
	Medical Supplies	0.0000	0.000	0.000		17,000.00
	Computers-Monitors-Dock stations-Printer	0.0000	0.000	0.000		20,000.00
Total for Supplies and Materials						37,000.00
6	Travel					
7	Communication					
	TELEPHONE CHARGES	0.0000	0.000	0.000		2,700.00
8	County-City Central Services					
9	Space Costs					
	Rent	0.0000	0.000	0.000		13,000.00
10	All Others (ADP, Con. Employees, Misc.)					
	IT HARWARE / SOFTWARE MONTHLY COSTS	0.0000	0.000	0.000		37,000.00
Total Program Expenses						562,176.00
TOTAL DIRECT EXPENSES						562,176.00
INDIRECT EXPENSES						
Indirect Costs						

	Line Item	Qty	Rate	Units	UOM	Total
1	Indirect Costs					
2	Cost Allocation Plan / Other					
Total Indirect Costs						0.00
TOTAL INDIRECT EXPENSES						0.00
TOTAL EXPENDITURES						562,176.00

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Summary of Budget

PROGRAM / PROJECT Emerging Threats- Local Health Department- 2022 / Emerging Threats- Local Health Department- 2022			DATE PREPARED 8/3/2021	
CONTRACTOR NAME Livingston County Department of Public Health			BUDGET PERIOD From : 10/1/2021 To : 9/30/2022	
MAILING ADDRESS (Number and Street) 2300 E. Grand River Ave., Suite 102			BUDGET AGREEMENT <input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment	AMENDMENT # 0
CITY Howell	STATE MI	ZIP CODE 48843-7578	FEDERAL ID NUMBER 38-6005819	

	Category	Total	Amount
DIRECT EXPENSES			
Program Expenses			
1	Salary & Wages	961,261.00	961,261.00
2	Fringe Benefits	318,942.00	318,942.00
3	Supplies and Materials	218,000.00	218,000.00
4	Communication	8,000.00	8,000.00
5	Space Costs	39,300.00	39,300.00
6	All Others (ADP, Con. Employees, Misc.)	108,500.00	108,500.00
Total Program Expenses		1,654,003.00	1,654,003.00
TOTAL DIRECT EXPENSES		1,654,003.00	1,654,003.00
INDIRECT EXPENSES			
Indirect Costs			
Total Indirect Costs		0.00	0.00
TOTAL INDIRECT EXPENSES		0.00	0.00
TOTAL EXPENDITURES		1,654,003.00	1,654,003.00

SOURCE OF FUNDS

	Category	Total	Amount	Cash	Inkind
1	Fees and Collections - 1st	0.00	0.00	0.00	0.00

	and 2nd Party				
2	Fees and Collections - 3rd Party	0.00	0.00	0.00	0.00
3	Federal or State (Non MDHHS)	0.00	0.00	0.00	0.00
4	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00
5	Federally Provided Vaccines	0.00	0.00	0.00	0.00
6	Federal Medicaid Outreach	0.00	0.00	0.00	0.00
7	Required Match - Local	0.00	0.00	0.00	0.00
8	Local Non-ELPHS	0.00	0.00	0.00	0.00
9	Local Non-ELPHS	0.00	0.00	0.00	0.00
10	Local Non-ELPHS	0.00	0.00	0.00	0.00
11	Other Non-ELPHS	0.00	0.00	0.00	0.00
12	MDHHS Non Comprehensive	0.00	0.00	0.00	0.00
13	MDHHS Comprehensive	1,523,365.00	1,523,365.00	0.00	0.00
14	MCH Funding	0.00	0.00	0.00	0.00
15	Local Funds - Other	130,638.00	0.00	130,638.00	0.00
16	Inkind Match	0.00	0.00	0.00	0.00
17	MDHHS Fixed Unit Rate	0.00	0.00	0.00	0.00
	TOTAL	1,654,003.00	1,523,365.00	130,638.00	0.00

MICHIGAN DEPARTMENT OF HEALTH & HUMAN SERVICES

Local Health Department Agreement
October 1, 2021- September 30, 2022
Fiscal Year 2022

INSTRUCTIONS
FOR THE
ANNUAL BUDGET

INSTRUCTIONS FOR THE ANNUAL BUDGET FOR LOCAL HEALTH DEPARTMENT SERVICES

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**INSTRUCTIONS FOR THE
ANNUAL BUDGET
FOR LOCAL HEALTH SERVICES**

I. INTRODUCTION

The Annual Budget for Local Health Services is completed on a state fiscal year basis and is used to establish budgets for many Department programs. In the Annual Budget, the Department consolidates many of its categorical programs' funding and Essential Local Public Health Services (ELPHS) (formerly known as the local public health operation's funding) into a single, Comprehensive Agreement for local health departments. The Department's Plan and Budget Framework serves as a principal reference point for budget development.

The Annual Budget for Local Health Services must be completed in accordance with and adhere to the established requirements as specified in these instructions and submitted to the Department as required by the agreement.

II. MINIMUM BUDGETING REQUIREMENTS

- A. Cost Principles** - Types or items of cost which will be considered for reimbursement are generally consistent with definitions contained in Title 2 Code of Federal Regulations CFR, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. Federal Block Grant Funds** - Maternal & Child Health and Preventive Health Block Grant funds may not be used to: provide inpatient services; make cash payments to intended recipients of health services; purchase or improve land; purchase, contract or permanently improve (other than minor remodeling defined as work required to change the interior arrangements or other physical characteristics of any existing facility or installed equipment when the cost of the remodeling incident does not exceed \$2,000) any building or other facility; or purchase major medical equipment (any item of medical equipment having a unit cost of over \$10,000 and used in the diagnosis or treatment of patients, excluding equipment typically used in a laboratory); satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of Federal funds; or provide financial assistance to any entity other than a public or nonprofit private entity.
- C. Expenditure and Funding Source Breakdown** - For purposes of development, analysis and negotiation activities must be budgeted at the individual expenditure and funding source category level on the Annual Budget for Local Health Services.
- D. Special Budget Requirements for Certain Categorical Program Elements** - The Annual Budget for Local Health Services is completed in the MI E-Grants System through the application budget to include details for all program elements (excluding Administration and Grantee Support).

III. REIMBURSEMENT CHART

A. Program Element/Funding Source

The Program Element/Funding Source column has been moved to Attachment III and provides the listing of all currently funded MDHHS programs that are included in the Comprehensive Local Health Department Agreement.

B. Type of Project

The type of project designation is indicated by footnote and is used if the project meets the Research and Development Project criteria. Research and Development Projects are defined by Title 2 CFR, Section 200.87, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Research and development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. Research is defined as a systematic study directed toward fuller scientific knowledge or understanding of the subject studied. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function. Development is the systematic use of knowledge and understanding gained from research directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes.

C. Reimbursement Chart

The Reimbursement Chart notes elements/funding sources, applicable payment methods, target levels, output measures for each program/element having a performance reimbursement option. In addition, the chart also provides the subrecipient, contractor, or recipient designations, as in prior years:

IV. LOCAL ACCOUNTING SYSTEM STRUCTURE OF ACCOUNTS/COST ALLOCATION PROCEDURES

As in past years, no additional accounting system detail is being required beyond local uniform accounting procedures prescribed by the Michigan Department of Treasury, Local Financial Management System requirements, documentation requirements of categorical program funding sources and any local requirements. Some agencies may already have separate cost centers in their accounting system to directly identify costs and related funding of required services, but such breakdowns are not essential to being able to meet minimum reporting requirements if proper allocation procedures are used and adequate documentation is maintained. All allocations must have clearly measurable bases that directly apply to the amounts being allocated, must be documented with work papers that will provide an adequate audit trail and must result in a representative reporting of costs and funding for affected programs. More specific guidance can be found in Title 2 CFR, Part 200 Appendix V State/Local Government and Indian Tribe-Wide Central Service Cost Allocation Plans and the brochure published by the Department of Health and Human Services entitled "A Guide for State, Local and Indian Tribal Governments: Cost Principles and Procedures for Developing Cost Allocation Plans and Indirect Cost Rates for Agreements with the Federal Government."

V. FORM PREPARATION - GENERAL

The MI E-Grants System on-line application, including the budget entry forms, are utilized to develop a budget summary for each program element administered by the local Grantee. The system is designed to accommodate any number of local program elements including those unique to a particular local Grantee. Applications, including budget forms, are completed for all program elements, regardless of the reimbursement mechanism, including Agency administration(s) fee for service program elements, categorical program elements, performance-based program elements and Medicaid Outreach associated program elements. Budget entry is required for each major expenditure and source of fund categories for which costs/funds are identified.

VI. FORM PREPARATION - EXPENDITURE CATEGORIES

Budgeted expenditures are to be entered for each program element, project or group of services by applicable major category.

- A. Salaries and Wages**- This category includes the compensation budgeted for all permanent and part-time employees on the payroll of the Grantee and assigned directly to the program. This does not include contractual services, professional fees or personnel hired on a private contract basis. Consulting services, vendor services, professional fees or personnel hired on a private contracting basis should be included in "Other Expenses." Contracts with secondary recipient organizations such as cooperating service delivery institutions or delegate agencies should be included in Contractual (Sub-contract) Expenses.
- B. Fringe Benefits** - This category is to include, for at least the specified elements, all Grantee costs for social security, retirement, insurance and other similar benefits for all permanent and part-time employees assigned to the specified elements.
- C. Cap Exp for Equip & Fac** - This category includes expenditures for budgeted stationary and movable equipment used in carrying out the objectives of each program element, project or service group. The cost of a single unit or piece of equipment includes necessary accessories, installation costs, freight and other applicable expenses associated with the purchase of the equipment. Only budgeted equipment items costing \$5,000 or more may be reported under this category. Small equipment items costing less than \$5,000 are properly classified as Supplies and Materials or Other Expenses. This category also includes capital outlay for purchase or renovation of facilities.
- D. Contractual (Subcontracts/Subrecipient)** - Use for expenditures applicable to written contracts or agreements with secondary recipient organizations such as cooperating service delivery institutions or delegate agencies. Payments to individuals for consulting or contractual services, or for vendor services are to be included under Other Expenses. Specify subcontractor(s) address, amount by subcontractor and total of all subcontractors.
- E. Supplies and Materials** - Use for all consumable items and materials including equipment-type items costing less than \$5,000 each. This includes office, printing, janitorial, postage and educational supplies; medical supplies; contraceptives and vaccines; tape and gauze; prescriptions and other appropriate drugs and chemicals. Federal Provided Vaccine Value should be reported and identified on in Other Cost Distributions category. Do not combine with supplies.
- F. Travel** - Travel costs of permanent and part-time employees assigned to each program element. This includes costs of mileage, per diem, lodging, meals, registration fees and

other approved travel costs incurred by the employee. Travel of private, non-employee consultants should be reported under Other Expenses.

- G. **Communication Costs** - These are costs for telephone, Internet, telegraph, data lines, websites, fax, email, etc., when related directly to the operation of the program element.
- H. **County/City Central Services** - These are costs associated with central support activities of the local governing unit allocated to the local health department in accordance with Title 2 CFR, part 200.
- I. **Space Costs** - These are costs of building space necessary for the operation of the program.
- J. **All Others (Line 11)** - These are costs for all other items purchased exclusively for the operation of the program element and not appropriately included in any of the other categories including items such as repairs, janitorial services, consultant services, vendor services, equipment rental, insurance, Automated Data Processing (ADP) systems, etc.
- K. **Total Direct Expenditures** – The MI E-Grants System sums the direct expenditures budgeted for each program element, project or service grouping and records in the Total Direct Expenditure line of the Budget Summary.
- L. **Indirect Cost** – These cost categories are used to distribute costs of general administrative operations that have not been directly charged to individual subrecipient programs. The Indirect Cost expenditures distribute administrative overhead costs to each program element, project or service grouping. Two separate local rates may apply to the agreement period (i.e., one for each local fiscal year). Use Calendar Rate 1 to reflect the rate applicable to the first part of the agreement period and Calendar Rate 2 for the rate applicable to the latter part. Indirect costs are not allowed on programs elements designated as vendor relationship.

An indirect rate proposal and related supporting documentation must be retained for audit in accordance with records retention requirements. In addition, these documents are reviewed as part of the Single Audit, subrecipient monitoring visit, or other State of Michigan reviews.

Following is further clarification regarding indirect rate and/or cost allocation approval requirements to distribute administrative overhead costs, in accordance with Title 2 CFR Part 200 (formerly Circular A-87 2 CFR Part 225, Appendix E), for Local Health Departments budgeting indirect costs:

1. Local Health Departments receiving more than \$35 million in direct Federal awards are required to have an approved indirect cost rate from a Federal Cognizant Agency. If your Local Health Department has received an approved indirect rate from a Federal Cognizant agency, attach the Federal approval letter to your MI E-Grants Grantee Profile.
2. Local Health Departments receiving \$35 million or less in direct Federal awards are required to prepare indirect cost rate proposals in accordance with Title 2 CFR and maintain the documentation on file subject to review.
3. Local Health Departments that received approved indirect cost rates from another State of Michigan Department should attach their State approval letter to their MI E-Grants Grantee Profile.
4. Local Health Departments with cost allocation plans should reflect these allocations in the Other Cost Distributions budget category. See Section M. Other Cost Distribution for budgeting guidance.
5. As a Subrecipient of federal funds from MDHHS, a Local Health Department that has

never received a negotiated indirect cost rate, your Local Health Department may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) based on Title 2 CFR part 200 requirements.

MTDC includes all direct salaries and wages, fringe benefits, supplies and materials, travel, services, and contractual expenses up to the first \$25,000 of each contract. MTDC excludes all equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and portions subcontractual/subaward expenses in excess of \$25,000 per contract.

Attach a current copy of the letter stating the applicable indirect costs rate or calculation information justifying the de minimis rate calculation to you MI E-Grants Grantee profile.
Detail on how the indirect costs was calculated must be shown on the Budget Detail Schedule.

The amount of Indirect Cost should be allocated to all appropriate program elements with the total equivalent amount reflected as a credit or minus in the Administration projects.

- M. Other Cost Distributions** – Use to distribute various contributing activity costs to appropriate program areas based upon activity counts, time study supporting data or other reasonable and equitable means. An example of Other Cost Distributions is nursing supervision. The distribution process permits costs reflected in a single program element to be subsequently distributed, perhaps only in part, to other programs or projects as appropriate. If an allocation is made, the charges must be reflected in the appropriate program element and the offsetting credit reflected in the program element being distributed.

There must be a documented, well-defined rationale and audit trail for any cost distribution or allocation based upon Title 2 CFR, Part 200 Cost Principles Local Health Departments using the cost distribution or cost allocation must develop the plan in accordance with the requirements described in Title 2 CFR, Part 200. Local Health Departments should maintain supporting documentation for audit in accordance with record retention requirements. The plan should include a Certification of Cost Allocation plan in accordance with Title 2 CFR, Part 200 Appendix V. The cost allocation plan documentation is not required to be submitted unless specifically requested.

Cost associated with the Essential Local Public Health Services (ELPHS), Maternal and Child Health (MCH) Block Grant and Fixed Fee may be budgeted in the associated program element and distributed to the associated projects.

Federal Provided Vaccine Value should be reported on a separate line and clearly identified.

- N. Total Direct & Admin. Expenditures** – The MI E-Grants System sums the indirect expenditures program element and records in the Total Indirect Expenditure line of the Budget Summary.
- O. Total Expenditures** – The MI E-Grants System sums the direct and indirect expenditures and records in the Total Expenditure line of the Budget Summary.

VII. FORM PREPARATION - SOURCE OF FUNDS

Source of Funds are to be entered for each program element, project or group of services by applicable major category as follows:

A. Fees & Collections - Fees 1st & 2nd Party

- i. 1st party funds projected to be received from private payers, including patients, source users and any member of the general population receiving services.
- ii. 2nd party funds received from organizations, private or public, who might reimburse services for a group or under a special plan.
- iii. Any Other Collections

B. Fees & Collections - 3rd Party – 3rd Party Fees - Funds projected to be received from private insurance, Medicaid, Medicare or other applicable titles of the Social Security Act directly related to the cost of providing patient care or other services (e.g., includes Early Periodic Screening, Detection and Treatment [EPSDT] Screening, Family Planning.)

C. Federal/State Funding (Non-MDHHS) - Funds received directly from the federal government and from any state Contractor other than MDHHS, such as the Department of Natural Resources and Environment (MDNRE). This line should also be used to exclude state aid funds such as those provided through the Michigan Department of Treasury under P.A. 264 of 1987 (cigarette tax).

D. Federal Cost Based Reimbursement – Funds received for Federal Cost Based Reimbursement which should be budgeted in the program in which they were earned.

E. Federally Provided Vaccines – The projected value of federally provided vaccine.

F. Federal Medicaid Outreach – (Please note: to be used only for Medicaid Outreach, CSHCS Medicaid Outreach or Nurse Family Partnership Medicaid Outreach program elements.) Funds projected to be received from the federal government for allowable Medicaid Outreach activities. This amount represents the anticipated 50% federal administrative match of local contributions.

G. Required Match - Local – Funds projected to be local contribution for programs that have a match contribution requirement (Please note: for Medicaid Outreach, CSHCS Medicaid Outreach, or Nurse Family Partnership Medicaid Outreach, this amount represents the 50% matching local contribution for allocable Medicaid Outreach Activities. Federal Medicaid Outreach and Required Local match amounts should equal each other.)

H. Local Non-ELPHS - Local funds budgeted for the following expenditures:

1. Expenditures for services not designated as required and allowable for ELPHS funding (e.g., medical examiner and inpatient maternity services); expenditures determined not to be reasonable; and, expenditures in excess of the maximum state share of funds available.
2. Any losses arising from uncollectible accounts and other related claims. Under-recovery of reimbursable expenditures from, or failure to bill, available funding sources that would otherwise result in exclusions from ELPHS funding, if recovered.

However, no exclusion is required where the local jurisdiction has made and documented a decision to have local funds underwrite:

- a. The cost of uncollectible accounts or bad debts incurred in support of providing required or allowable health services. An example of this condition would be for services provided to indigents who are billed as a matter of procedure with little chance for receipt of payment.
- b. Potential recoveries or under-recoveries from other sources for the principal purpose

of providing required and allowable health services at free or reduced cost to the public served by the Grantee. An example would be keeping fees for services at a reduced level for the benefit of the people served by the Grantee while recognizing that to do so limits recovery from third parties for the same types of services.

3. Contributions to a contingency reserve or any similar provisions for unforeseen events.
 4. Charitable contributions and donations.
 5. Salaries and other incidental expenditures of the chief executive of a political subdivision (i.e., county executive and mayor).
 6. Legislative expenditures, such as, salaries and other incidental expenditures of local governing bodies (i.e., county commissioners and city councils). Do not enter board of health expenses.
 7. Expenditures for amusements, social activities and other incidental expenditures related to, such as, meals, beverages, lodging, rentals, transportation and gratuities.
 8. Fines, penalties and interest on borrowings.
 9. Capital Expenditures - Local capital outlay for purchase of facilities and equipment (assets) are excluded from ELPHS funding.
- I. **Other Non- ELPHS** - Funds budgeted from sources other than state, federal and local appropriations to the extent that they are not eligible for ELPHS (e.g., funding from local substance abuse coordinating grantee, local area on aging grantees).
- J. **MDHHS - NON-COMPREHENSIVE** - Funds budgeted for services provided under separate MDHHS agreements. Examples include funding provided directly by the Community Services for Substance Abuse for community grants, etc.
- K. **MDHHS - COMPREHENSIVE** - This section includes all funding projected to be due under the Comprehensive Agreement from categorical programs and needs to equal the allocation.
- L. **ELPHS - MDHHS Hearing** – This section includes all funding projected to be due under Comprehensive Agreement specific to the ELPHS MDHHS Hearing program and has to equal the MDHHS ELPHS Hearing allocation. Additional ELPHS to be budgeted for the Hearing Program must be entered into ELPHS – MDHHS Other. Hearing allocations may only be spent on the Hearing Program.
- M. **ELPHS - MDHHS Vision** – This section includes all funding projected to be due under Comprehensive Agreement specific to the ELPHS MDHHS Vision program and has to equal the ELPHS MDHHS Vision allocation. Additional ELPHS to be budgeted for the Vision Program must be entered into ELPHS – MDHHS Other. Vision allocations may only be spent on the Vision Program.
- N. **ELPHS – MDHHS Other** – This section includes all funding projected to be due under Comprehensive Agreement specific to the ELPHS MDHHS Other program for eligible program elements. Please note: The MI E-Grants System validates the ELPHS MDHHS Other budgeted funds across the applicable program elements to assure the agreement does exceed the ELPHS – MDHHS Other allocation.
- O. **ELPHS – Food** - This section includes all funding projected to be due under Comprehensive Agreement specific to the ELPHS Food program and has to equal the ELPHS Food allocation.
- P. **ELPHS – Drinking Water** - This section includes all funding projected to be due under

Comprehensive Agreement specific to the ELPHS Drinking Water program and has to equal the ELPHS Drinking Water allocation.

- Q. ELPHS – On-site Sewage** - This section includes all funding projected to be due under Comprehensive Agreement specific to the ELPHS On-site Sewage program and has to equal the ELPHS On-site Sewage allocation.
- R. MCH Funding** - This section includes all funding projected to be due under Comprehensive Agreement specific to the MCH eligible program elements. Please note: The MI E-Grants System validates the MCH budgeted funds across applicable program elements to assure the agreement does exceed the MCH allocation.
- S. Local Funds - Other** - Enter all local support in the appropriate element, project or service group column. This may include local property tax, and other local revenues (does not include fees).
- T. Inkind Match** – Enter Local Support from donated time or services.
- U. MDHHS Fixed Unit Rate** – Select the type of fee-for-services from the lookup to correspond with the program element.

VIII. SPECIAL BUDGET INSTRUCTIONS

Certain elements are supported by federal or other categorical program funds for which special budgeting requirements are placed upon grantees and subgrantees. These include:

<u>Element</u>	<u>Federal or Other Funding Contractor</u>
Public Health Emergency Preparedness	U.S. Department of Health & Human Services, Centers for Disease Control

In general, subgrantee budgets must provide sufficient budget detail to support grantee budget requests and be in a format consistent with grantor Contractor requirements. Certain types of costs must receive approval of the federal grantor Contractor and/or the grantee prior to being incurred.

A. Public Health Emergency Preparedness (PHEP) Special Budget Requirements

Local Health Departments will receive the initial FY 21/22 allocation of the CDC Public Health Emergency Preparedness (PHEP) funds in nine equal prepayments for the period October 1, 2021 through June 30, 2022. LHDs must submit a nine-month budget and a quarterly Financial Status Report (FSR) for each of the following COMPREHENSIVE Local Health Department program elements:

1. Public Health Emergency Preparedness (PHEP) (October 1 – June 30)
2. Public Health Emergency Preparedness (PHEP)– Cities of Readiness (October 1 – June 30)
3. Laboratory Services - Bioterrorism (October 1 – September 30)

Costs Allowable Only With Prior Approval - The following costs are allowable only with prior review/approval of the Michigan Department of Health & Human Services as specified by the U.S. Department of Agriculture, Food and Nutrition Service (Ref.: 7 CFR

Part 246, and USDA-WIC Administrative Cost Handbook 3/86). Prior approval is accomplished by providing appropriate detail in the budget request approved by MDHHS or subsequently in a written request approved in writing by MDHHS.

- A. Automated Information Systems - which are required by a local Grantees except for those used in general management and payroll, including acquisition of automated data processing hardware or software whether by outright purchase or rental-purchase agreement or other method of acquisition.
- B. Capital Expenditures of \$2,500 or More - such as the cost of facilities, equipment, including medical equipment, other capital assets and any repairs that materially increase the value or useful life of capital assets.
- C. Management Studies - performed by agencies or departments other than the local Grantee or those performed by outside consultants under contract with the local Grantee.
- D. Accounting and Auditing Services - performed by private sector firms under professional service contracts for purposes of preparation or audit of program and financial records/reports.
- E. Other Professional Services - rendered by individuals or organizations, not a part of the local Grantee, such as:
 - 1. Contractual private physician providing certification data.
 - 2. Contractual organization providing laboratory data.
 - 3. Contractual translators and interpreters at the local Grantee level.
- F. Training and Education - provided for employee development, which directly or indirectly benefits the grant program, to the extent that such training is contracted for or involves out-of-service training over extended periods of time.
- G. Building Space and Related Facilities - the cost to buy, lease or rent space in privately or publicly owned buildings for the benefit of the program.
- H. Non-Fringe Insurance and Indemnification Costs

All charges to WIC must be necessary, reasonable, allowable and allocable for the proper and efficient administration of the program. Further information and cost standards are provided in federal instructions including Title 2 CFR, Part 200 and 7 CFR Part 3015.

B. Program Budget - Online Detail Budget Application Entry

Complete the appropriate budget forms contained within the MI E-Grants System for each program element. An example of this form is attached (see Attachment 1 for reference).

1. Salary and Wages -


- a. Position Description - Select from the expenditure row look-up all position titles or job descriptions required to staff the program. If the position is missing from the list, please use Other and type in the position in the drop-down field provided.
- b. Positions Required - Enter the number of positions required for the program corresponding to the specific position title or description. This entry may be expressed as a decimal (e.g., Full-Time Equivalent – FTE) when necessary. If other than a full-time position is budgeted, it is necessary to have a basis in terms

of time reports to support time charged to the program.

- c. **Amount** – The MI E-Grants System calculates the salary for the position required and records it on the Budget Detail. Enter this amount in the Amount column.
 - d. **Total Salary** –The MI E-Grants System totals the amount of all positions required and records it on the Budget Summary.
 - e. **Notes** - Enter any explanatory information that is necessary for the position description. Include an explanation of the computation of Total Salary in those instances when the computation is not straightforward (i.e., if the employee is limited term and/or does not receive fringe benefits).
- 2. **Fringe Benefits** – Select from the expenditure row look-up applicable fringe benefits for staff working in this program. Enter the percentage for each. The MI E-Grants system updates the total amount for salary and wages in the unit field and calculates the fringe benefit amount. If the “Composite Rate” fringe benefit item is selected from the expenditure row look up, record the applicable fringe benefit items (i.e. FICA, Life insurance, etc.) in the “Notes” tab.
 - 3. **Equipment** - Enter a description of the equipment being purchased (including number of units and the unit value), the total by type of equipment and total of all equipment purchases.
 - 4. **Contractual** - Specify subcontractor(s)/subrecipient(s) working on this program, including the subcontractor’s/subrecipient’s address, amount by subcontractor/subrecipient and total of all subcontractor(s)/subrecipient(s). Multiple small subcontracts can be grouped (e.g., various worksite subcontracts).
 - 5. **Supplies and Materials** - Enter amount by category. **A description is required if the budget category exceeds 10% of total expenditures.**
 - 6. **Travel** - Enter amount by category. **A description is required if the budget category exceeds 10% of total expenditures.**
 - 7. **Communication** - Enter amount by category. **A description is required if the budget category exceeds 10% of total expenditures.**
 - 8. **County-City Central Services** - Enter amount by category and total for all categories.
 - 9. **Space Costs** - Enter amount by category and total for all categories.
 - 10. **Other Expenses** - Enter amount by category and total for all categories. **A description is required if the budget category exceeds 10% of total expenditures.**
 - 11. **Indirect Cost Calculation** - Enter the base(s), rate(s) and amount(s).
 - 12. **Other Cost Distributions** - Enter a description of the cost, percent distributed to this program and the amount distributed.
 - 13. **Total Exp.** - MI E-grants totals the amount of all positions required and records it on the Budget Summary.

Program Budget-Cost Detail Schedule Preparation

B1 Attachment B1-Program Budget Summary


EGrAMS Application

Michigan.gov
The Official State of Michigan Website

Budget Category Application
Timeout : 20 mins
Date : Mar-25-13

Agency: ABC Health Department
 Application: Family Planning Services SAMPLE

Program: Comprehensive Agreement - FY 20XX

[Show Documents](#)

Facesheet Certifications Budget Miscellaneous Index

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Description	Total	Amount	Cash	Inkind	Narr.
DIRECT EXPENSES					
Program Expenses					
Salary & Wages	83,419.00	83,419.00	0.00	0.00	
Fringe Benefits	34,202.00	34,202.00	0.00	0.00	
Cap. Exp. for Equip & Fac.					
Contractual					
Supplies and Materials	23,275.00	23,275.00	0.00	0.00	
Travel	3,340.00	3,340.00	0.00	0.00	
Communication	7,262.00	7,262.00	0.00	0.00	
County-City Central Services					
Space Costs	10,131.00	10,131.00	0.00	0.00	
All Others (ADP, Con. Employees, Misc.)	3,894.00	3,894.00	0.00	0.00	
Total Program Expenses	165,523.00	165,523.00	0.00	0.00	
TOTAL DIRECT EXPENSES	165,523.00	165,523.00	0.00	0.00	
INDIRECT EXPENSES					
Indirect Costs					
Indirect Costs	29,405.00	29,405.00	0.00	0.00	
Other Costs Distributions	1,685.00	1,685.00	0.00	0.00	
Total Indirect Costs	31,090.00	31,090.00	0.00	0.00	
TOTAL INDIRECT EXPENSES	31,090.00	31,090.00	0.00	0.00	
TOTAL EXPENDITURES	196,613.00	196,613.00	0.00	0.00	

Source of Funds

EGrAMS Application

Budget Category Application
Timeout : 20 mins
Date : Mar-25-13

Agency: ABC Health Department
 Application: Family Planning Services SAMPLE

Program: Comprehensive Agreement - FY 20XX

[Show Documents](#)

Facsheet Certifications Budget Miscellaneous Index

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Source of Funds		Amount	Cash	Inkind	Total	Narr.
TOTAL EXPENDITURES		196,613.00	0.00	0.00	196,613.00	
Del.	Description	Amount	Cash	Inkind	Total	Narr.
Source of Funds						
<input checked="" type="checkbox"/>	Fees and Collections - 1st and 2nd Party	0.00	0.00	0.00	0.00	
<input checked="" type="checkbox"/>	Fees and Collections - 3rd Party	0.00	66,000.00	0.00	66,000.00	
<input checked="" type="checkbox"/>	Federal or State (Non MDCH)	0.00	0.00	0.00	0.00	
<input checked="" type="checkbox"/>	Federal Cost Based Reimbursement	0.00	19,000.00	0.00	19,000.00	
<input checked="" type="checkbox"/>	Federally Provided Vaccines	0.00	0.00	0.00	0.00	
<input checked="" type="checkbox"/>	Federal Medicaid Outreach	0.00	0.00	0.00	0.00	
<input checked="" type="checkbox"/>	Required Match - Local	0.00	0.00	0.00	0.00	
<input checked="" type="checkbox"/>	Local Non-ELPHS	0.00	0.00	0.00	0.00	
<input checked="" type="checkbox"/>	Local Non-ELPHS	0.00	0.00	0.00	0.00	
<input checked="" type="checkbox"/>	Other Non-ELPHS	0.00	0.00	0.00	0.00	
<input checked="" type="checkbox"/>	MDCH Non Comprehensive	0.00	0.00	0.00	0.00	
<input checked="" type="checkbox"/>	MDCH Comprehensive	66,813.00	0.00	0.00	66,813.00	
<input checked="" type="checkbox"/>	ELPHS – MDCH Hearing	0.00	0.00	0.00	0.00	
<input checked="" type="checkbox"/>	ELPHS – MDCH Vision	0.00	0.00	0.00	0.00	
<input checked="" type="checkbox"/>	ELPHS – MDCH Other	0.00	0.00	0.00	0.00	
<input checked="" type="checkbox"/>	ELPHS – Food	0.00	0.00	0.00	0.00	
<input checked="" type="checkbox"/>	ELPHS – Drinking Water	0.00	0.00	0.00	0.00	
<input checked="" type="checkbox"/>	ELPHS – On-Site Sewage	0.00	0.00	0.00	0.00	
<input checked="" type="checkbox"/>	MCH Funding	0.00	0.00	0.00	0.00	
<input checked="" type="checkbox"/>	Local Funds - Other	0.00	44,800.00	0.00	44,800.00	
<input checked="" type="checkbox"/>	Inkind Match	0.00	0.00	0.00	0.00	
<input checked="" type="checkbox"/>	MDCH Fixed Unit Rate					
<input checked="" type="checkbox"/>		0.00	0.00	0.00	0.00	

B2 Attachment B2-Program Budget Cost Detail

EGrAMS Application

Timeout : 20 mins Date : Mar-25-13

Budget Category Application

[Show Documents](#)

Agency : ABC Health Department
Program : Comprehensive Agreement - FY 20XX

Application : Family Planning Services SAMPLE

[Facesheet](#) [Certifications](#) [Budget](#) [Miscellaneous](#) [Index](#)
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Budget Detail

Category : Program Expenses - Salary & Wages
Type : Expenditure

Classification Seq. : 1
Sub Type : Direct
Narrative :

Instructions : Select the position description. Identify the quantity as FTEs. Identify the rate as average cost per FTE.

	Description	Qty	Rate	UoM	Total	Amount	Cash	Inkind	Notes
<input checked="" type="checkbox"/>	Nurse Practitioner	0.19	91000.000	FTE	17,290.00	17,290.00	0.00	0.00	
<input checked="" type="checkbox"/>	Public Health Nurse	0.46	34932.430	FTE	16,069.00	16,069.00	0.00	0.00	
<input checked="" type="checkbox"/>	Coordinator	0.41	51036.000	FTE	20,925.00	20,925.00	0.00	0.00	
<input checked="" type="checkbox"/>	Clerk	1.09	26729.240	FTE	29,135.00	29,135.00	0.00	0.00	

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Budget Detail

Category : Program Expenses - Cap. Exp. for Equip & Fac.
Type : Expenditure

Classification Seq. : 1
Sub Type : Direct
Narrative :

Instructions : Equipment is defined as the cost of a single item valued at \$5,000 or more and with a useful life of more than one year. Costs should include the item and any applicable expenses such as installation costs, maintenance fees, etc. Items costing less than \$5,000 should be entered into the supplies and materials line.

	Description	Total	Amount	Cash	Inkind	Notes
<input checked="" type="checkbox"/>						
<input checked="" type="checkbox"/>						

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Budget Detail

Category : Program Expenses - Contractual
Type : Expenditure

Classification Seq. : 1
Sub Type : Direct
Narrative :

Instructions : Contractual refers to secondary recipient organizations only. Please enter the contact information. Consultants and supporting service subcontracts should be budgeted under the other expense line.

	Description	Total	Amount	Cash	Inkind	Notes
<input checked="" type="checkbox"/>						
<input checked="" type="checkbox"/>						
<input checked="" type="checkbox"/>						

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Budget Detail

Category : Program Expenses - Supplies and Materials
Type : Expenditure

Classification Seq. : 1
Level : ☒ Line Item ☐ Category
Sub Type : Direct
Narrative :

Instructions : Items that cost less than \$5,000.

	Description	Total	Amount	Cash	Inkind	Notes
<input checked="" type="checkbox"/>	Printing	100.00	100.00	0.00	0.00	
<input checked="" type="checkbox"/>	Postage	700.00	700.00	0.00	0.00	

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Budget Detail

Category : Program Expenses - Travel
Type : Expenditure

Classification Seq. : 1
Level : ☒ Line Item ☐ Category
Sub Type : Direct
Narrative :

Instructions :

	Description	Total	Amount	Cash	Inkind	Notes
<input checked="" type="checkbox"/>	Mileage	3,000.00	3,000.00	0.00	0.00	
<input checked="" type="checkbox"/>	Conferences	340.00	340.00	0.00	0.00	

Budget Detail

Category: Program Expenses - Communication Type: Expenditure

Classification Seq.: 1 Level: ☒ Line Item ☐ Category Sub Type: Direct Narrative:

Instructions:

Description	Total	Amount	Cash	Inkind	Notes
<input type="checkbox"/> <input checked="" type="checkbox"/> Other phones and IT lines	7,262.00	7,262.00	0.00	0.00	

Budget Detail

Category: Program Expenses - County-City Central Services Type: Expenditure

Classification Seq.: 1 Level: ☒ Line Item ☐ Category Sub Type: Direct Narrative:

Instructions:

Description	Total	Amount	Cash	Inkind	Notes
<input type="checkbox"/> <input checked="" type="checkbox"/>					
<input type="checkbox"/> <input checked="" type="checkbox"/>					

Budget Detail

Category: Program Expenses - Space Costs Type: Expenditure

Classification Seq.: 1 Level: ☒ Line Item ☐ Category Sub Type: Direct Narrative:

Instructions:

Description	Total	Amount	Cash	Inkind	Notes
<input type="checkbox"/> <input checked="" type="checkbox"/> Rent	6,923.00	6,923.00	0.00	0.00	
<input type="checkbox"/> <input checked="" type="checkbox"/> Other Utilities	2,608.00	2,608.00	0.00	0.00	

Budget Detail

Category: Program Expenses - All Others (ADP, Con. Employees, Misc) Type: Expenditure

Classification Seq.: 1 Level: ☒ Line Item ☐ Category Sub Type: Direct Narrative:

Instructions:

Description	Total	Amount	Cash	Inkind	Notes
<input type="checkbox"/> <input checked="" type="checkbox"/> Supporting Services	2,279.00	2,279.00	0.00	0.00	
<input type="checkbox"/> <input checked="" type="checkbox"/> Lab Fees	300.00	300.00	0.00	0.00	
<input type="checkbox"/> <input checked="" type="checkbox"/> Other	300.00	300.00	0.00	0.00	

Budget Detail

Category: Indirect Costs - Indirect Costs Type: Expenditure

Classification Seq.: 3 Sub Type: Indirect Narrative:

Instructions:

Description	Percent	Units	Total	Amount	Cash	Inkind	Notes
<input type="checkbox"/> <input checked="" type="checkbox"/> Fiscal Year Rate	25.000	117621.0	29,405.00	29,405.00	0.00	0.00	
<input type="checkbox"/> <input checked="" type="checkbox"/>							

Budget Detail

Category: Indirect Costs - Other Costs Distributions Type: Expenditure

Classification Seq.: 3 Sub Type: Indirect Narrative:

Instructions:

Description	Total	Amount	Cash	Inkind	Notes
<input type="checkbox"/> <input checked="" type="checkbox"/> Nursing Adm Distribution	1,685.00	1,685.00	0.00	0.00	
<input type="checkbox"/> <input checked="" type="checkbox"/>					

I. Budget Preparation

A. Sources of Local Fund Types

Local Health Departments may utilize their county appropriation, funds received from local or private foundations, local contributors, or donators, and from other non-state/non-federal grant agreements that are specific to Medicaid Outreach or are to be used at the discretion of the Health Department as a source for matching funds.

B. Indirect Costs

There are three (3) options for indirect costs. They are:

1. an approved federal or state indirect rate
2. a 10% de minimis rate; or
3. a cost allocation/distribution plan

Most Health Departments will use the cost allocation plan for indirect costs. For further detail, go to VI. Form Preparation, L. Indirect Cost section on this document.

C. Cost Allocation Certification

The Cost Allocation Certification remains on file with the Department until there is a change in the Cost Allocation Plan. When the cost allocation plan on file with the program (MDHHS-Medicaid-Outreach), the local health department must: 1) submit a copy of the revised cost allocation plan with the budget request; and 2) complete a revised cost allocation methodology certification. Both documents are to be attached to a Detailed Budget line in EGrAMS.

II. Financial Status Report (FSR) – LHDs seeking 50% federal administrative match **must** request reimbursement by submitting their actual expenses for allowable Medicaid Outreach activities on their quarterly FSRs through MI E-Grants.

A. Quarterly and Final FSR

LHDs must reflect the actual Medicaid Outreach expenses incurred on the quarterly and final FSR. Actual expenses incurred must be specific to Medicaid Outreach as defined by the MSA Bulletin 05-29 and not part of a direct service. All expenses should be supported by an approved methodology and appropriate support documentation.

1. Required Match - Local

Should be used to report the local match for Medicaid Outreach, both the federal and local amounts must match.

2. Source of Funds Category

Other source of funds that are non-reimbursable for Medicaid Outreach (i.e., other federal grants, other MDHHS grants, etc.) should be reported on the

appropriate line has indicated in the Comprehensive Budget Instructions - Attachment I (e.g., Local non-ELPHS or Local Funds – Other).

Total Source of Funds must equal **Total Expenditures**.

III. Comprehensive Local Health Department Agreement Obligation Report – filed in September.

The Obligation report is used to estimate the payable amount due to Local Health Departments from MDHHS for each program element.

- A.** In the Estimate Column, enter the maximum projected federal administrative match earnings for allowable Medicaid Outreach Activities to be earned from Medicaid Outreach on the Federal Medicaid Outreach row.
- B.** In the Estimate Column, enter the maximum projected federal administrative match earnings for allowable Medicaid Outreach activities to be earned from CSHSC – Medicaid Outreach. This should reflect the local contribution multiplied by the Medicaid enrollment participation rate x 50% federal match rate.
- C.** In the Estimate Column, enter the maximum projected federal administrative match earnings for allowable Medicaid Outreach activities to be earned from Nurse Family Partnership Outreach. This should reflect the local contribution multiplied by the Medicaid enrollment participation rate x 50% federal match rate.

Object Class Category/Expenses	Allowable with 317 operations funds	Allowable with VFC operation s funds	Allowable with VFC ordering funds	Allowable with VFC/AFIX funds	Allowable with Pan Flu funds	Allowable with VFC Distribution funds (where applicable)	Allowable with PPHF funds
VFC-only site visits	✓	✓		✓			✓
AFIX-only site visits	✓			✓			✓
Combined (AFIX & VFC site visits)	✓	✓		✓			✓
Perinatal hospital record reviews	✓						✓
Equipment*							
Fax machines for vaccine ordering	✓	✓	✓				✓
Vaccine storage equipment for VFC vaccine	✓	✓				✓ (for distribution facility)	✓
Copy machines	✓	✓	✓	✓	✓	✓	✓
<i>*Equipment: an article of tangible nonexpendable personal property having useful life of more than one year and an acquisition cost of \$5,000 or more per unit. If cost is below this threshold amount, item may be included in supplies.</i>							
Supplies							
Vaccine administration supplies (including, but not limited to, nasal pharyngeal swabs, syringes for emergency vaccination clinics)	✓						✓
Office supplies-computers, general office (pens, paper, paper clips, etc.), ink cartridges, calculators	✓	✓	✓	✓	✓	✓	✓
Personal computers / Laptops / Tablets	✓	✓	✓	✓	✓	✓	✓
Pink Books, Red Books, Yellow Books	✓						✓
Printers	✓	✓	✓	✓	✓	✓	✓

9/16/2016

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IPOM 2017

Object Class Category/Expenses	Allowable with 317 operations funds	Allowable with VFC operation s funds	Allowable with VFC ordering funds	Allowable with VFC/AFIX funds	Allowable with Pan Ftn funds	Allowable with VFC Distribution funds (where applicable)	Allowable with PPHF funds
Laboratory supplies (influenza cultures and PCRs, cultures and molecular, lab media serotyping)	✓						✓
Digital data logger with valid certificate of calibration/validation/testing report	✓	✓				✓	✓
Vaccine shipping supplies (storage containers, ice packs, bubble wrap, etc.)	✓					✓	✓
Contractual							
State/local conferences expenses (conference site, materials printing, hotel accommodations expenses, speaker fees)	✓	✓			✓		✓
<i>Food cost is not allowable.</i>							
Regional/Local meetings	✓	✓		✓	✓		✓
General contractual services (e.g., IAPs, local health departments, contractual staff, advisory committee media, provider trainings)	✓	✓	✓	✓	✓		✓ (FA only)
GSA Contractual services (CDC managed)	✓	✓					
Other IIS contractual agreements (support, enhancement, upgrades)	✓	✓ (VFC-related)			✓ (preparedness -related)		✓ (FA only)
Financial Assistance (FA)							
Non-CDC Contract vaccines							
317 vaccine funds must be requested in funding application (eGrATIS) under 317 FA vaccines							

9/16/2016

Section I—The Basics p.23
IPOM 2017

Object Class Category/Expenses	Allowable with 317 operations funds	Allowable with VFC operation s funds	Allowable with VFC ordering funds	Allowable with VFC/AFIX funds	Allowable with Pan-Flu funds	Allowable with VFC Distribution funds (where applicable)	Allowable with PPHF funds
Indirect							
Indirect costs	✓	✓	✓	✓	✓	✓	✓
Miscellaneous							
Accounting services	✓	✓					✓
Advertising (restricted to recruitment of staff or trainees, procurement of goods and services, disposal of scrap or surplus materials)	✓	✓					✓
Audit Fees	✓	✓					✓
BRFSS Survey	✓						✓
Committee meetings (room rental, equipment rental, etc.)	✓	✓			✓		✓
Communication (electronic/computer transmittal, messenger, postage, local and long distance telephone)	✓	✓	✓	✓	✓		✓
Consumer information activities	✓	✓			✓		✓
Consumer / provider board participation (travel reimbursement)	✓						✓
Data processing	✓	✓	✓	✓	✓		✓
Laboratory services (tests conducted for immunization programs)	✓						✓
Local service delivery activities	✓						✓
Maintenance operation/repairs	✓						✓
Malpractice insurance for volunteers	✓						
Memberships/subscriptions	✓						✓
NIS Oversampling	✓						
Pagers/cell phones	✓	✓		✓	✓		✓
Printing of vaccine accountability forms	✓	✓					✓

9/16/2016

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IPOM 2017

Object Class Category/Expenses	Allowable with 317 operations funds	Allowable with VFC operation s funds	Allowable with VFC ordering funds	Allowable with VFC/AFLX funds	Allowable with Pan Flu funds	Allowable with VFC Distribution funds (where applicable)	Allowable with PPHF funds
Professional service costs directly related to immunization activities (limited term staff), Attorney General Office services	✓						✓
Public relations	✓				✓		✓
Publication/printing costs (all other immunization related publication and printing expenses)	✓	✓		✓	✓		✓
Rent (requires explanation of why these costs are not included in the indirect cost rate agreement or cost allocation plan)	✓	✓				✓ (vaccine distribution facility)	✓
Shipping for materials (other than vaccine)	✓	✓					✓
Shipping (vaccine)						✓	✓
Software license/Renewals (ORACLE, etc.)	✓						✓ (FA only)
Stipend Reimbursements	✓						✓
Toll-free phone lines for vaccine ordering	✓	✓	✓				✓
Training costs – Statewide, staff, providers	✓	✓		✓	✓		✓
Translations (translating materials)	✓						✓
Vehicle lease (restricted to awardees with policies that prohibit local travel reimbursement)	✓						✓
VFC enrollment materials	✓	✓					✓
VFC provider feedback surveys	✓	✓					✓
VIS camera-ready copies	✓						✓

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Non-Allowable Expenses with Federal Immunization Funds

Expense	NOT allowable with federal immunization funds
Honoraria	✓
Advertising costs (e.g., conventions, displays, exhibits, meetings, memorabilia, gifts, souvenirs)	✓
Alcoholic beverages	✓
Building purchases, construction, capital improvements	✓
Land purchases	✓
Legislative/lobbying activities	✓
Bonding	✓
Depreciation on use charges	✓
Research	✓
Fundraising	✓
Interest on loans for the acquisition and/or modernization of an existing building	✓
Clinical care (non-immunization services)	✓
Entertainment	✓
Payment of bad debt	✓
Dry cleaning	✓
Vehicle Purchase	✓
Promotional and/or Incentive Materials (e.g., plaques, clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, conference bags)	✓
Purchase of food (unless part of required travel per diem costs)	✓

Other restrictions which must be taken into account while writing the budget:

- Funds may be spent only for activities and personnel costs that are directly related to the Immunization and Vaccines for Children Cooperative Agreement. Funding requests not directly related to immunization activities are outside the scope of this cooperative agreement program and will not be funded.
- Pre-award costs will not be reimbursed.

**MICHIGAN DEPARTMENT OF HEALTH & HUMAN SERVICES
LOCAL HEALTH DEPARTMENT AGREEMENT
October 1, 2021 – September 30, 2022
Fiscal Year 2022**

PROGRAM SPECIFIC ASSURANCES AND REQUIREMENTS

Local health service program elements funded under this agreement will be administered by the Grantee and the Department in accordance with the Public Health Code (P.A. 368 of 1978, as amended), rules promulgated under the Code, minimum program requirements and all other applicable Federal, State and Local laws, rules and regulations. These requirements are fulfilled through the following approach:

- A. Development and issuance of minimum program requirements, further describing the objective criteria for meeting requirements of law, rule, regulation, or professionally accepted methods or practices for the purpose of ensuring the quality, availability and effectiveness of services and activities.
- B. Utilization of a Minimum Reporting Requirements Notebook listing specific reporting formats, source documentation, timeframes and utilization needs for required local data compilation and transmission on program elements funded under this agreement.
- C. Utilization of annual program and budget instructions describing special program performance and funding policies and requirements unique to each State fiscal year.
- D. Execution of an agreement setting forth the basic terms and conditions for administration and local service delivery of the program elements.
- E. Emphasis and reliance upon service definitions, minimum program requirements, local budgets and projected output measures reports, State/local agreements, and periodic department on-site program management evaluation and audits, while minimizing local program plan detail beyond that needed for input on the State budget process.

Special requirements are applicable for the program elements listed in the attached pages.

Attachment IV Reimbursement Chart

Program Element:

The Program Element indicates currently funded Department programs that are included in the Comprehensive Local Health Department Agreement.

Reimbursement Methods

The Reimbursement Methods specifies the type of method used for each of the program element/funding sources. Funding under the Comprehensive Local Health Department Agreement can generally be grouped under four (4) different methods of reimbursement. These methods are defined as follows:

Performance Reimbursement

A reimbursement method by which local agencies are reimbursed based upon the understanding that a certain level of performance (measured by outputs) must be met in order to receive full reimbursement of costs (net of program income and other earmarked sources) up to the contracted amount of state funds prior to any utilization of local funds. Performance targets are negotiated starting from the last year's negotiated target and the most recent year's actual numbers except for programs in which caseload targets are directly tied to funding formulas/annual allocations. Other considerations in setting performance targets include changes in state allocations from past years, local fiscal and programmatic factors requiring adjustment of caseloads, etc. Once total performance targets are negotiated, a minimum state funded performance target percentage is applied (typically 90% unless otherwise specified). If local Grantee actual performance falls short of the expectation by a factor greater than the allowed minimum performance percentage, the state maximum allocation for cost reimbursement will be reduced equivalent to actual performance in relation to the minimum performance.

Fixed Unit Rate Reimbursement

A reimbursement method by which local health departments are reimbursed a specific amount for each output actually delivered and reported.

ELPHS

A reimbursement method by which local health departments are reimbursed a share of reasonable and allowable costs incurred for required Essential Local Public Health Services (ELPHS), as noted in the current Appropriations Act.

Grant Reimbursement

A reimbursement method by which local health departments are reimbursed based upon the understanding that State dollars will be paid up to total costs in relation to the State's share of the total costs and up to the total state allocation as agreed to in the approved budget. This reimbursement approach is not directly dependent upon whether a specified level of performance is met by the local health department. Department funding under this reimbursement method is allocable and a source before any local funding requirements unless a special local match condition exists.

Performance Level If Applicable

The Performance Level column specifies the minimum state funded performance target percentage for all program elements/funding sources utilizing the performance reimbursement method (see above). If the program elements/funding source utilizes a reimbursement method other than performance or if a target is not specified, N/A (not available) appears in the space provided.

Performance Target Output Measures

Performance Target Output Measure column specifies the output indicator that is applicable for the program elements/ funding source utilizing the performance reimbursement method. Output measures are based upon counts of services delivered.

Relationship Designation

The Subrecipient, Contractor, or Recipient Designation column identifies the type of relationship that exists between the Department and grantee on a program-by-program basis. Federal awards expended as a subrecipient are subject to audit or other requirements of Title 2 Code of Federal Regulations (CFR). Payments made to or received as a Contractor are not considered Federal awards and are, therefore, not subject to such requirements.

Subrecipient

A subrecipient is a non-Federal entity that expends Federal awards received from a pass-through entity to carry out a Federal program, but does not include an individual that is a beneficiary of such a program; or is a recipient of other Federal awards directly from a Federal Awarding agency. Therefore, a pass-through entity must make case-by-case determinations whether each agreement it makes for the disbursement of Federal program funds casts the party receiving the funds in the role of a subrecipient or a contractor. Subrecipient characteristics include:

- Determines who is eligible to receive what Federal assistance;

- Has its performance measured in relation to whether the objectives of a Federal program were met;
- Has responsibility for programmatic decision making;
- Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
- In accordance with its agreements uses the Federal funds to carry out a program for a public purpose specified in authorizing status as opposed to providing goods or services for the benefit of the pass-through entity.

Contractor

A Contractor is for the purpose of obtaining goods and services for the non-Federal entity's own user and creates a procurement relationship with the Grantee. Contractor characteristics include:

- Provides the goods and services within normal business operations;
- Provides similar goods or services to many different purchasers.
- Normally operates in a competitive environment.
- Provides goods or services that are ancillary to the operation of the Federal program; and
- Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

In determining whether an agreement between a pass-through entity and another non-Federal entity casts the latter as a subrecipient or a contractor, the substance of the relationship is more important than the form of the agreement. All of the characteristics listed above may not be present in all cases, and the pass-through entity must use judgment in classifying each agreement as a subaward or a procurement contract.

Recipient

A Recipient is for grant agreement with no federal funding.

Amendment Schedule

	Amendment Request Due Date	Anticipated Consolidation Date	New Project Start / Effective Date
FY 2022			
Original Agreement	Completed by Program office	August 31, 2021	October 1, 2021
Amendment #1 - New Projects Only	Completed by program office	October 19, 2021	November 1, 2021
Amendment #2	February 1, 2022	April 21, 2022	May 1, 2022
Amendment #3	May 13, 2022	July 15, 2022	August 1, 2022

Key Terms

- **Amendment Request Due Date** – The date amendment requests are due to the program office.
 - a. Budget category amendment requests need to be submitted to the program office.
- **Anticipated Consolidation Date** – The day the agreement (original/amendment) will be released to the health department for final signature.
- **New Project Start/Effective Date** – The date new projects are expected to start, unless otherwise communicated by the program office.

PROJECT	PROGRAM CONTACT	EMAIL
COVID Immunization	Ismail Fathallah	fathallahi@michigan.gov
COVID-19 Mobile Testing	Brenda Jegede	jegedeb@michigan.gov
ELC Contact Tracing, Testing Coordination, Monitoring, and Wraparound	Laura de la Rambelje	DelaRambeljeL@michigan.gov
ELC COVID-19 Infection Prevention	Joseph Coyle	coylej@michigan.gov
ELC Regional Lab	Marty Soehnlen	soehnlenm@michigan.gov

PROJECT: COVID IMMUNIZATION

Beginning Date: 10/1/2021

End Date: 9/30/2022

Project Synopsis:

This grant should be directed to increase COVID vaccination within Michigan. will be used to support awardee and local Health Department (HD) staffing, communications campaigns, pandemic preparedness, mass vaccination and all COVID-19 vaccine response work.

Reporting Requirements (if different than contract language)

Completion of the Vaccination Situation Report.

Any additional requirements (if applicable)

Allowable expenses include staffing, communications, and supplies to support COVID-19 vaccination events, including PPE, vaccine refrigerators, data loggers, vaccine coolers, and indirect costs for COVID-19 related work.

Are not allowable expenses: Vehicles purchasing, Food, Alcoholic beverages, Building purchases, construction, capital improvements, Entertainment Cost, Goods and services for personal use and Promotional and/or Incentive Material such as: Mugs/Cups, Pens, or Bags.

PROJECT: COVID-19 Mobile Testing

Beginning Date: 10/1/ 2021

End Date: 9/30/2022

Project Synopsis

Mobile testing deployment to high-risk areas of need. Walk or drive up testing. Partnerships with community organizations. Eliminate barriers by offering no appointments or prescription. Testing and include vaccinations and health screening. Services include social determinant assessments and linkage to services and care.

Reporting Requirements (if different than contract language)

Quarterly Financial Status Reports (FSR)

FSRs should be submitted no later than thirty (30) days after the close of each quarter and must reflect actual program expenditures, regardless of the source of funds.

Quarterly Narrative Progress Report

Submit quarterly narrative progress reports via email to Shrona Grigsby at Grigsbys1@Michigan.gov in accordance with the following dates:

<u>Reporting Time Period</u>	<u>Due Date</u>
October 1, 2021 – December 31, 2021	January 31, 2022
January 1, 2022 – March 31, 2022	April 30, 2022
April 1, 2022 – June 30, 2022	July 31, 2022
July 1, 2022 – September 30, 2022	October 31, 2022

Any additional requirements (if applicable)

1. Ensure that activities implemented under this grant award are in accordance with established MDHHS program standards, as well as State and Federal policy and statutes, including HIPAA.
2. Adhere to timelines and work plans, budgets, and staffing plans submitted and approved by MDHHS. Deviations from approved timelines, work plans, budgets and staffing plans must receive advance authorization from MDHHS. Failure to make reasonable progress in program development may result in revocation or reduction of the grant award.
3. Collaborate with and build on other MDHHS COVID-19 response programs wherever possible, rather than duplicating or rebuilding efforts.

4. Ensure that services and materials are culturally and linguistically appropriate to meet the needs of the respective client populations.
5. Utilize results from the Social Vulnerability Index/mortality analysis from the State of Michigan at the census tract level for Southeast Michigan to help identify priority areas for the mobile testing program within high priority census tracts, and share data maps of COVID-19 "hot spots" with MDHHS.
6. Assess insurance status of each individual being tested. Bill relevant insurers, including private insurers, Medicaid health plans, and the Health Resources and Services Administration for COVID-19 testing costs when possible.
7. Store, refuel, and maintain vehicles to ensure optimum vehicle performance. Take all reasonable precautions to keep vehicles safe against fire, water, and traffic damage, and maintain cleanliness of the vehicles. Submit documentation and billing for storage, fuel, and maintenance reimbursement.
8. As part of any vaccination activities, follow all relevant MDHHS protocols, including record and account of all doses of vaccine administered in the Michigan Care Improvement Registry (MCIR) and assuring vaccines are stored at recommended temperatures at all times.
 - a) Reports from temperature data logger showing temperatures within recommended range may be requested at any time by MDHHS.

The terms below are in addition to the standard terms in the County Health Department Agreement, and apply only to this specific project:

Insurance Requirements. Grantee, at its sole expense, must maintain the insurance coverage identified below. All required insurance must: (i) protect the State from claims that arise out of, are alleged to arise out of, or otherwise result from Grantee's performance; (ii) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (iii) be provided by a company with an A.M. Best rating of "A-" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
<u>Minimum Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 General Aggregate	Coverage must not have exclusions or limitations related to sexual abuse and molestation liability.

Automobile Liability Insurance	
<u>Minimum Limits:</u> \$1,000,000 Per Accident	Policy must include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
<u>Minimum Limits:</u> Coverage according to applicable laws governing work activities	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimum Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	
Privacy and Security Liability (Cyber Liability) Insurance	
<u>Minimum Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	Policy must cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
Medical Malpractice Insurance	
<u>Minimum Limits:</u> \$1,000,000 Each Occurrence \$3,000,000 Annual Aggregate	

- a) If any required policies provide claims-made coverage, the Grantee must: (i) provide coverage with a retroactive date before the Effective Date of the Grant or the beginning of Grant Activities; (ii) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Grant Activities; and (iii) if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Grant, Grantee must purchase extended reporting coverage for a minimum of three (3) years after completion of work.
- b) Grantee must: (i) provide insurance certificates to the Grant Administrator, containing the agreement or delivery order number, at Grant formation and within twenty (20) calendar days of the expiration date of the applicable policies; (ii) require that subgrantees maintain the required insurances contained in this Section; (iii) notify the Grant Administrator within five (5) business days if any policy is cancelled; and (iv) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.
- c) This Section is not intended to and is not to be construed in any manner as waiving, restricting, or limiting the liability of either party for any obligations under this Grant (including any provisions hereof requiring Grantee to indemnify, defend and hold harmless the State).

PROJECT: ELC (Epi Lab Capacity) Contact Tracing, Testing Coordination, Monitoring, and Wraparound Services

Beginning Date: 10/1/2021

End Date: 9/30/2022

Project Synopsis:

For COVID-19 funding from ELC Supplemental for Case Investigations, Contact Tracing and wraparound services. The inability to meet the following metrics will elicit the following response from MDHHS related to this funding:

- Technical assistance
- Corrective action/performance improvement plans with MDHHS
- Required support from MDHHS

Any single procurement of over \$4,000 should be vetted with MDHHS prior to purchase.

Reporting Requirements (if different than contract language)

Related to Case Investigation Quality:

LHD's will meet the following objectives for COVID-19 Case Investigations including on weekends and holidays:

- COVID 19 Case Interview Attempted on 90% of COVID-19 cases within 1 calendar day of referral to MDSS.
- COVID 19 Cases Interviewed Completed on 75% of COVID-19 cases with 1 calendar day of referral to MDSS.
- At least 1 contact elicited on 50% of COVID-19 cases within 1 calendar day of referral to MDSS.
- Race and Ethnicity Documented on 75% of COVID-19 cases reported to MDSS within 7 days of referral date.

LHD's will procure at least one tool to increase case investigation quality (people finding software, communications, printed materials for testing events, EMR access, etc.)

This data will be reported in MDSS. Allowable expenses include staffing, IT, communications, computers and or phones or other office needs, access to people finding software or EMR, supports to cases for isolation and quarantine. Funding cannot be used for clinical care or research.

Related to Contact Tracing:

If the LHD elects to have MDHHS through its staff, contractors, or volunteers to conduct

contract tracing or to conduct case investigations on the LHD's behalf, then:

1. The LHD will provide to MDHHS quality data on contacts especially related to age, phone number, and name;
2. The LHD will follow-up on high-risk contacts;
3. The LHD will follow-up on contacts who report symptoms consistent with COVID-19; and
4. The LHD will follow-up on escalations from MDHHS staff on contacts with high-acuity needs or specific language barriers.
5. MDHHS will provide the LHD contact information for people with high-acuity needs or specific language barriers;
6. MDHHS will move contacts from MDHHS CRF to Traceforce;
7. MDHHS will attempt to eliminate duplicate contact information using name, phone number, and age;
8. MDHHS will contact contacts and cases within 1 calendar day of the contacts entry into the CRF
9. MDHHS will provide the LHD with the outcomes of all call attempts each day
10. MDHHS will discuss with the LHD specific barriers to contact tracing such as a high-refusal rate
11. MDHHS or its delegate will attempt an contact all contacts with 1 calendar day

For local health departments:

- Contacts to confirmed and probable COVID cases will be documented in the MDSS case report form.
- 90% of newly elicited contacts have attempted outreach within 1 day.
- 90% of all contacts in active monitoring have outreach attempted for the contact's exposure period.
- 50% of contacts will receive active monitoring.
- LHD's will assess contacts needs for basic needs required for quarantine and isolation (food, etc.). LHD's will provide education to contacts on COVID public health recommendations.

This data will be reported in Traceforce, OMS, or on the LHD Sit Rep. Allowable expenses include staffing, IT, communications, computers and or phones or other office needs, access to people finding software or EMR, supports to cases for isolation and quarantine. Funding cannot be used for clinical care or research.

This funding can be used to staff testing events or assure testing strategies are completed.

Wraparound Services

This funding only may be used to support Isolation/Quarantine for families including rent, mortgage, utilities, groceries, etc.

PROJECT: ELC (Epi Lab Capacity) COVID-19 Infection Prevention

Beginning Date: 10/1/2021

End Date: 9/30/2022

Project Synopsis:

For COVID-19 funding from ELC CARES for Infection Prevention, Case Investigations, Contact Tracing, and violation monitoring. The inability to meet the following metrics will elicit the following response from MDHHS related to this funding:

- Technical assistance
- Corrective action/performance improvement plans with MDHHS
- Required support from MDHHS

Any single procurement of over \$4,000 should be vetted with MDHHS prior to purchase.

Reporting Requirements (if different than contract language)

Related to Infection Prevention:

- The LHD will designate a staff member or members responsible for leading infection control assessments.
- The LHD will share the contact information of their infection control lead(s) with the MDHHS Infection Prevention and Resource and Assessment Team (iPRAT) for coordination purposes at MDHHS-IPRAT@michigan.gov.
- LHDs shall submit ICARs to MDHHS at https://dhhshivstd.iad1.qualtrics.com/jfe/form/SV_0dNux70o256K6B7

This data will be reported quarterly and sent to program office via email. Allowable expenses include staffing, IT, communications, computers and or phones or other office needs. Funding cannot be used for clinical care or research.

Any additional requirements (if applicable)

PROJECT: ELC Regional Lab

Beginning Date: 10/1/2021

End Date: 9/30/2022

Project Synopsis

ELC Regional Lab funds are dedicated to developing lab, epi, and other public health efforts to modernize and expand testing and response capabilities of pandemics with special emphasis on the responses to COVID-19. The Regional laboratory system is intended to serve as a “hub-and-spoke” model in conjunction with the state public health laboratory to rapidly respond to community needs. Funding is expected in personnel, equipment, overhead (discretionary of county or district needs if in support of public health), and lab supplies/consumables or materials that directly support sampling for return to the lab.

Reporting Requirements (if different than contract language)

None, but sites may be asked to provide tally counts of testing if not directly available from StarLIMS or to answer occasional question from CDC on capabilities.

Any additional requirements (if applicable)

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

**Resolution Authorizing the Addition of an Admin Aide Grade 3 Position -
Prosecutor Office**

WHEREAS, the processing of digital evidence is critical to the role of the Prosecutors Office to secure public safety within our community; and

WHEREAS, the use of body cameras, in car cameras and other forms of digital evidence is on the increase by law enforcement agencies and businesses within Livingston County; and

WHEREAS, the digital evidence received by the Prosecutors Office must be timely processed and made available to defense counsel; and

WHEREAS, the processing of digital evidence is an extremely labor-intensive process, often done in real time; and

WHEREAS, the digital evidence must be available for use in court for the presentation of cases to the court.

THEREFORE, BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves the addition of a full-time Admin Aide Grade 3 for the Prosecutor's Office.

Position #	Description	Group	Grade	FTE
26700119	ADMINISTRATIVE AIDE	NU	3	1.00

BE IT FURTHER RESOLVED that for the 2021 budget year no additional funds need be allocated to the Prosecutor budget, in that sufficient funds have already been allocated.

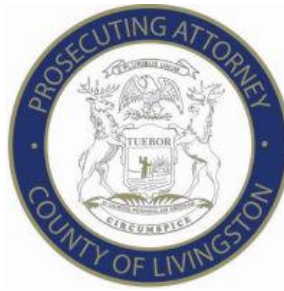
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MOVED:
SECONDED:
CARRIED:

DAVID J. READER
Prosecuting Attorney



CAROLYN J. HENRY
Chief Assistant Prosecutor

JANICE CARPENTER
Victim Advocate

Office of the
LIVINGSTON COUNTY PROSECUTING ATTORNEY

210 South Highlander Way • Howell, Michigan 48843
(517) 546-1850 • Fax (517) 546-0728
<http://www.livgov.com/prosecutor>

To: Board of Commissioners
From: David Reader, Prosecutor
Re: Admin Aide Grade 3

August 6, 2021

Office Staff Admin Aide Grade 3 - Request
Digital Evidence Specialist Prosecutor Office

For the 2022 budget year I planned to request an additional administrative aide grade level 3. This additional staff person would be assigned the responsibility of digital processing, video redaction and subpoena oversight for our office. I am now requesting to create this position at this time in that we have an Admin Aide Grade 3 that is going out FMLA until late fall of 2021. I would use this position to fill in for the FMLA employee (district court assignment) until that employee returns. At that juncture the new Aide Grade 3 would take on the digital evidence role for our office as I originally planned for the 2022 budget.

Finance has done a cost estimate for 2022 of \$60,996.00 for this position, with benefits. Finance cost estimate for the remainder of 2021, assuming a start date of September 13, 2021 is \$13,331.00. No additional funds will be needed for the 2021 budget year for this position, due to the cost savings realized from other staffing changes.

During the current calendar year our office has seen a tremendous increase of digital evidence from our local law enforcement agencies. Given the tremendous focus on policing in our country, more and more of our local agencies and private businesses have turned to in car cameras, body cameras, store surveillance etc. Each agency and business often have a different platform upon which they operate. In turn, each platform has a proprietary player required to “view” the applicable digital evidence. When a case is received, this digital evidence must be processed and be ready to be provided to defense counsel, who uniformly request such evidence at the beginning of the case. Failure to timely provide this evidence can lead to dismissal of charges. This evidence must also be available to our Assistant Prosecuting Attorneys to use in court when the People’s case is presented.

We have explored with IT a software solution to assist with the extensive digital evidence we receive, but to date, we have not been able to find an acceptable application that can be implemented.

At the present time the office staff assigned to an Assistant Prosecuting Attorney (APA) individually will work with the digital evidence for the cases assigned to that particular APA. As the time demand grows for digital evidence review, assigned staff has less time to devote to other critical case processing requirements. The video evidence is often reviewed in “real time.” Meaning that 4 officers with 4 body cameras on a one-hour call would have 4 hours of video. In turn they may also have four separate cars with up to 3 in car cameras each. At the end of the day we are running out of time to process this evidence.

I envision this staff person would be a specialist with the digital evidence, processing digital evidence for all cases within the office. This staff person would interact with the multiple agencies and businesses that provide us digital evidence and see that it is available for use by our APAs and sent out to defense counsel. This staff person would also be in charge of assisting an APA with use of the digital evidence for presentation to the court. There is an absolute need for this position in the office.

Livingston County Michigan Position Request

CONTACT INFORMATION

Requester: David J. Reader

Title of Requester: Prosecuting Attorney

Dept. Phone Number/Extension: 517-546-1850

Date Requested: August 2, 2021

POSITION INFORMATION

Position Title: Administrative Aide

Supervisor: David J. Reader

1. Is the purpose of this request to fill a position as a result of a vacancy? Yes ☐ No ☒

If so, name of person last holding this position: _____

2. Is the purpose of this request to reclassify a current position? Yes ☐ No ☒

3. Is the purpose of this request to change the scheduled hours of an existing position? Yes ☐ No ☒

From: _____ To: _____

If so, name of current incumbent: _____

4. Is the purpose of this request to transfer a current position? Yes ☐ No ☒

If so, Current Department: _____

Proposed Department: _____

Position Type: Regular ☒ Term/Grant ☐ Temp. ☐ Unpaid ☐ Special ☐

Position Status: Full Time (30+) ☒ Part-Time (21-29) ☐ Part-Time (20 or Less) ☐ Number of hours per week: 40

Justification of request / change of position (REQUIRED): To accommodate the growing time constraints for processing digital evidence as many police agencies go to body cam video. Time is required to make additional copies of video for defense counsel as well as redaction of body cam footage.

FUNDING INFORMATION

Base Annual Salary: 17.0944/hr 35,550.00 yr. This position is funded in whole or in part by a grant: Yes ☐ No ☒ % Funded: _____

Allocation (Required): Current: Org. 10126700 % 100 Proposed (If changing): Org. _____ % _____

Position will be funded by: General Fund ☒ Enterprise Fund ☐ Special Revenue Fund ☐ Internal Service Fund ☐

REQUIRED APPROVALS

Supervisor (if applicable) _____

Date _____

Department Head [Signature]

Date 8-2-2021

HR OFFICE ONLY

Job Class: 1070 Job Title: Administrative Aide Grade/Step: 3, 1

FTE: 1.0 Employee Group: NU HR Reviewed: [Signature] Date: 8/2/2021

BUDGET OFFICE ONLY

Position Control # 26700119 Org. 10126700

Funds Available: Yes ☒ No ☐ Object Code: 704000 ☒ 706000 ☐ 706001 ☐

Comments: requires BOC approval

Estimated 2021 cost \$13,331 assuming 9/13 start date

Budget Reviewed: [Signature] Date: _____

Resolution #: _____ Board Authorized on Date: _____

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Approving the Submission of a SEMCOG Planning Assistance Program Grant for Transportation Equity and Sustainable Infrastructure with a Local Match from American Rescue Plan Act (ARPA) Funds – Planning Department / IT Department

WHEREAS, on August 9, 2021, the Southeast Michigan Council of Governments (SEMCOG) announced the Fiscal Year 2022 Planning Assistance Program funding for transportation equity and sustainable infrastructure projects that support and strengthen infrastructure systems throughout Southeast Michigan; and

WHEREAS, eligible applicants include counties, cities, villages, townships, intermediate school districts, and community colleges in Southeast Michigan that are encouraged to apply for sustainable infrastructure related planning projects that address one or more of the regions critical infrastructure system needs; and

WHEREAS, Livingston County is an eligible applicant and would be submitting a grant request of \$40,000 that includes an 18.15% (\$7,260) local match from American Rescue Plan Act (ARPA) funds, for broadband planning that would include a plan, strategy, or feasibility study for coordinating, expanding, and/or improving broadband availability, access, affordability, and digital literacy; and

WHEREAS, eligible applications must be submitted by September 3, 2021 to qualify for the Fiscal Year 2022 SEMCOG Planning Assistance Program Grant funding; and

WHEREAS, the Livingston County Planning Department is qualified to submit the grant application with staff that has substantial grant writing and administration expertise necessary to complete documentation for any work and costs that may be eligible under the SEMCOG Planning Assistance Program Grant.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners approves the submission of a SEMCOG Planning Assistance Program Grant for broadband planning efforts in the amount of \$40,000 that includes matching funds of \$7,260 from ARPA funds.

BE IT FURTHER RESOLVED that, if awarded, the Chair of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts/agreements, renewals and future amendments for monetary and contract language adjustments related to the above upon review and/or preparation of Civil Counsel.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners authorizes any budget amendment to effectuate the above.

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MOVED:
SECONDED:
CARRIED:



LIVINGSTON COUNTY, MICHIGAN
PLANNING DEPARTMENT

304 East Grand River Avenue, Howell, MI
Phone (517) 546-7555 Fax (517) 552-2347
Web Site: <https://www.livgov.com/plan/>

Memorandum

To: Livingston County Board of Commissioners
From: Kathleen Kline-Hudson & Scott Barb – Planning Department
Date: 8/11/21
**Re: SEMCOG Planning Assistance Program Grant for
Transportation Equity and Sustainable Infrastructure**

This resolution authorizes a grant submission to the Southeast Council of Michigan Governments for the purpose of securing available grant funds for broadband planning, feasibility studies, and expansion associated with the Livingston County Merit for Citizen Enabled Broadband Data Collection project.

The grant would allow Livingston County to receive the maximum award of \$40,000, which includes a local match of \$7,260 from ARPA funds, to initiate the necessary broadband studies as part of the county's overall goals and objectives in promoting broadband access countywide.

If you have any questions regarding this matter please contact either of us at your convenience.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing the State of Michigan, Office of Highway Safety Planning, Fiscal Year 2022 Secondary Road Patrol and Traffic Accident Prevention Program Grant - Sheriff

WHEREAS, the Livingston County Sheriff's Office wishes to continue the operation of the Secondary Road Patrol and Traffic Accident Prevention Program for state fiscal year 2022; and

WHEREAS, the County of Livingston will be receiving up to \$49,536 in reimbursement funds from the State of Michigan, Office of Highway Safety Planning for participation in the 2022 Secondary Road Patrol and Accident Prevention Program.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approve the submission of application and if awarded, entering into a contract with the State of Michigan, Office of Highway Safety Planning wherein Livingston County will receive a maximum of \$49,536 in State reimbursement funds effective October 1, 2021 through September 30, 2022.

BE IT FURTHER RESOLVED that the Chair of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts, agreements, amendments and support documents related to the 2022 Secondary Road Patrol and Accident Prevention Program upon review by Civil Counsel.

BE IT FURTHER RESOLVED that the Board of Commissioners authorize any budget amendment necessary to effectuate the grant award.

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MOVED:
SECONDED:
CARRIED:



LIVINGSTON COUNTY SHERIFF DEPARTMENT

**150 S. Highlander Way
Howell, Michigan 48843-2323
(517) 546-2440 ext. 7983
csell@livgov.com**

DATE: August 2, 2021

TO: Livingston County Board of Commissioners

FROM: Sergeant Chad Sell

RE: 2022 Secondary Road Patrol Grant offered by the State of Michigan Office of Highway Safety Planning

The Livingston County Sheriff's Office has been invited to participate in the State of Michigan, Office of Highway Safety Planning Secondary Road Patrol and Accident Prevention Program grant for State fiscal year 2022.

The State of Michigan, Office of Highway Safety Planning has offered Livingston County Sheriff Department up to \$49,536 in state reimbursement funds for participation in the program.

Continued participation in this grant opportunity will allow the Sheriff to maintain officers dedicated specifically to traffic enforcement and accident prevention within Livingston County.

The main purpose of the program is to increase traffic enforcement on secondary roads within Livingston County thereby reducing the number of traffic related incidents. The Livingston County Sheriff's Office has participated in the Secondary Road Patrol and Accident Prevention Program for a number of years in the past. I am requesting that the Board of Commissioners support the submission of the application and enter into contract with the State of Michigan, Office of Highway Safety Planning for fiscal year 2022. Your support will allow the Sheriff's Office to continue a vital service to our County.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing the Reorganization of the Drain Department – Drain Commissioner

- WHEREAS,** the Drain Commissioner has evaluated the organizational structure of the Drain Department and wishes to make changes to that structure; and
- WHEREAS,** Livingston County, through its Department of Public Works (DPW), owns and operates the Livingston Regional Sanitary Sewer System (LRSS) and the Livingston County Septage Receiving Station (SRS), in addition to nine (9) sanitary sewer drains under the authority of the Drain Commissioner; and
- WHEREAS,** the current sanitary sewer operations structure includes six full time operators consisting of one Wastewater Superintendent, one Wastewater Technical Specialist, and four Wastewater Operators who perform operation and maintenance on the wastewater systems spread throughout Livingston County; and
- WHEREAS,** the SRS was originally intended to receive 12 million gallons of septage annually, and is projected to exceed 35 million gallons this year with roughly the same staffing contingent it had at its opening in 2007; and
- WHEREAS,** an entirely new Sewage Dewatering Facility (SDF) (5,800 sq ft) has been constructed and is currently in operation; and
- WHEREAS,** the SDF is currently operating at full capacity as increasing septage volumes are necessitating the need for yet another expansion; and
- WHEREAS,** a revised asset management plan (AMP) has been prepared for the LRSS that identifies capital improvement projects and preventative maintenance required over the next ten years beginning in 2021; and
- WHEREAS,** the wastewater systems service approximately 2,500 customers throughout Livingston County; and
- WHEREAS,** the current staff structure is not currently adequate to successfully and safely take on both the additional responsibilities of the new press facility and the projects identified in the asset management plan; and
- WHEREAS,** the current workload has resulted in staff having to work an enormous amount of overtime, which we feel is not sustainable in the long term; and
- WHEREAS,** the DPW has assessed the operational needs of the department and determined that the greatest area of need is in the area of operational support and backup of current wastewater operations and;
- WHEREAS,** through resolution, the DPW strongly recommended the addition of a new Assistant Wastewater Operator that will help spread the workload, reduce overtime, and allow us to concentrate on the implementation of the AMP; and

WHEREAS, the entirety of the costs of this position incurred by Livingston County are reimbursed in full by the DPW enterprise funds of the SRS and Livingston Regional Sewer System, as well as 9 sanitary sewer drainage districts.

THEREFORE BE IT RESOLVED that the Board of Commissioners hereby approves reorganization of the Drain Department authorizing the addition of an Assistant Wastewater Operator as described in the position control chart below.

Position #	Description	Group	Grade	FTE
27500124	ASSISTANT WASTEWATER OPERATOR	NU	6	1.00

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners authorize any necessary budget amendment to effectuate the above.

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MOVED:

SECONDED:

CARRIED:



LIVINGSTON COUNTY, MICHIGAN
OFFICE OF THE LIVINGSTON COUNTY DRAIN COMMISSIONER

2300 E. Grand River Avenue, Suite 105, Howell, MI 48843
Phone 517-546-0040 Fax 517-545-9658
Web Site: www.livgov.com/drain

Memorandum

To: Livingston County Board of Commissioners
From: Michelle LaRose, Deputy Drain Commissioner
Date: 8/11/2021
Re: Reorganization of the Drain Department

Honorable Commissioners:

On behalf of the Livingston County Board of Public Works (BPW), I am requesting a reorganization of the Drain Department that would include the addition of one full time employee to the sanitary sewer operation team in the form of an Assistant Wastewater Operator.

BACKGROUND

The BPW, in conjunction with the office of the drain commissioner, is responsible for the operation and maintenance of numerous wastewater systems throughout the County. The Drain Commissioner serves on the BPW as the Director of Public Works. The breadth of responsibilities includes operation and maintenance of the following systems:

- **Livingston Regional Sewer System (LRSS)**

The LRSS provides sanitary sewer service to approximately 2,400 customers throughout Tyrone and Hartland Townships, and are served by 23 pump stations which convey waste into Genesee County to their District 3 Wastewater Plant. Approximately 60% of these customers are serviced by a grinder pump or septic tank effluent pump, which require onsite maintenance visits to each one of these properties. Utilizing state grant funding, a comprehensive asset management plan (AMP) was developed and adopted by the BPW. The AMP identifies preventative maintenance and long-term capital improvement needs over the next 10 years and will continue to be updated annually.

- **Issue:** *We cannot fully implement our AMP without additional staff. The SRS (see below) is requiring far more effort than originally anticipated, and it is becoming nearly impossible to rely on contractors for anything other than emergencies, or planned projects with a great deal of lead time. This presents us with few alternative options. In-house operations and increased automation are the main strategies we have available to us at the moment.*

- **Septage Receiving Station (SRS)**

The SRS was constructed in 2007 and was initially projected to accept 12 million gallons of septage. In 2020, the flows are projected to exceed 36 million gallons. This volume has created a number of issues for the Genesee County District 3 Wastewater Plant, and we were issued a corrective action plan to mitigate this issue. Despite the enormous success of the station, which one of our consultants' estimates is one of the busiest septage stations in the United States, we have maintained nearly identical staffing to what we started with when the station initially opened.

- ***Issue:** Since planning began on the expansion, our flows have increased more than 12 million gallons per year, with another 4-5 million anticipated from just one hauler. We will need to begin design of yet another expansion, and with it, discussions of alternate ways of handling biosolids in the future. Among 5 staff members, they have averaged 170 hours of overtime per month since January, with some individuals logging in nearly 100 hours of overtime in a single month. This has stretched our staffing to the breaking point and we urgently need to correct this since we are dealing in some cases with young families among our operators.*

- **Septage Dewatering Station (SDS)**

The SDS is currently in operation but is already overwhelmed due to the substantial increase in volume mentioned above.

- ***Issue:** We have begun looking at expansion of this facility to add an additional press in order to maintain compliance with our discharge permit with Genesee County. The amount of biosolids being generated from this facility is enormous (approximately 10-12 tons per day) and will continue to occupy more of our time, as volume expands.*

- **Community Wastewater Sites**

The Drain Commissioner's office is also responsible for the operation and maintenance of nine community wastewater systems spread throughout Livingston County. These systems are established as drainage districts through the Michigan Drain Code (Act 40 of 1956) and service nearly 200 customers. The systems include a variety of operational components such as grinder pumps, septic fields, and advanced filtration systems.

- ***Issue:** We are beginning to see more and more symptoms of failure on these systems as they continue to age. They are all beyond the average age of onsite wastewater systems and we anticipate some of these systems to fail in the coming years, necessitating their replacement. In the interim, we have devoted additional resources to monitoring and maintaining them in order to extend their lifespan to the extent possible.*

NEW POSITION DUTIES

The job description for the Assistant Wastewater Operator is attached, and our intent is to utilize this position in order to provide critical operations support to our Wastewater Operators as we attempt to fully implement our operation and maintenance needs among our facilities located throughout the county.

BOARD OF PUBLIC WORKS RECOMMENDATION

The BPW has extensively evaluated and discussed our operational needs based on our current systems, the addition of the Septage Dewatering Facility, and the implementation of maintenance and capital improvement projects identified in the LRSS asset management plan. The consensus of the board early last year was that more than one position was warranted. With the extent of the manpower needs now known with the new SDF facility, it has become clear that the second position is needed as well, and the BPW has instructed us to move forward with the request in order to meet these needs.

BUDGET IMPLICATIONS

The County would be fully reimbursed the cost of this position through the sanitary sewer system operating budgets.

Based on the information presented, we respectfully request passage of the attached resolution for reorganization of the Drain Department.



CONTACT INFORMATION

Requester: Michelle LaRose Title of Requester: Deputy Drain Commissioner
 Dept. Phone Number/Extension: 517-375-9611 Date Requested: 8/11/2021

POSITION INFORMATION

Position Title: Assistant Wastewater Operator Supervisor: Michelle LaRose

1. Is the purpose of this request to fill a position as a result of a **vacancy**? Yes ☐ No ☒

If so, name of person last holding this position: _____

2. Is the purpose of this request to **reclassify** a current position? Yes ☐ No ☒

3. Is the purpose of this request to change the scheduled hours of an existing position? Yes ☐ No ☒ From: _____ To: _____

If so, name of current incumbent: _____

4. Is the purpose of this request to transfer a current position? Yes ☐ No ☒

If so, Current Department: _____ Proposed Department: _____

Position Type: Regular ☒ Term/Grant ☐ Temp. ☐ Unpaid ☐ Special ☐

Position Status: Full Time (30+) ☒ Part-Time (21-29) ☐ Part-Time (20 or Less) ☐ Number of hours per week: 40

Justification of request / change of position **(REQUIRED)**: _____

Requesting to add one FTE to the Drain Commissioner staff in the form of an Assistant
 Wastewater Operator.

FUNDING INFORMATION

Base Annual Salary: 21.2365/hr ^{44,172/yr.} This position is funded in whole or in part by a grant: Yes ☐ No ☒ % Funded: _____

Allocation **(Required)**: Current: Org. 10127500 % 100 Proposed (If changing): Org. _____ % _____

Position will be funded by: General Fund ☐ Enterprise Fund ☒ Special Revenue Fund ☐ Internal Service Fund ☐

REQUIRED APPROVALS

Supervisor (if applicable) _____ Date _____ Department Head Michelle LaRose Date 8/11/2021

HR OFFICE ONLY

Job Class: 2043 Job Title: Assistant Wastewater Operator Grade/Step: 6 / 1

FTE: 1.0 Employee Group: NU HR Reviewed: Amy Hill Date: 08/11/2021

BUDGET OFFICE ONLY

Position Control # 27500124 Org. 10127500

Funds Available: Yes ☒ No ☐ Object Code: 704000 ☒ 706000 ☐ 706001 ☐

Comments: Requires BOC approval. Utilizing vacancy savings for 2021. Will need to be added to the 2022 budget.
Wages offset by charges to drain system.

Budget Reviewed: tbettate Date: _____

Resolution #: _____ Board Authorized on Date: _____