



# General Government and Health and Human Services Committee Meeting Agenda

March 4, 2024

6:00 p.m.

Hybrid In-Person and Virtual Meeting

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

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

<https://us02web.zoom.us/j/3997000062>

*A quorum of the Board of Commissioners may be in attendance at this meeting.*

---

|                                                                                                                                                                                  | <b>Pages</b>        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| 1. Call Meeting to Order                                                                                                                                                         |                     |
| 2. Pledge of Allegiance                                                                                                                                                          |                     |
| 3. Roll Call                                                                                                                                                                     |                     |
| Roger Deaton - Chairman, Jay Gross - Vice Chairman, Douglas Helzerman, and Wes Nakagiri                                                                                          |                     |
| 4. Approval of Minutes                                                                                                                                                           |                     |
| 4.1 Meeting Minutes dated: February 5, 2024                                                                                                                                      | 3                   |
| 5. Approval of Agenda                                                                                                                                                            |                     |
| 6. Reports                                                                                                                                                                       |                     |
| 7. Call to the Public                                                                                                                                                            |                     |
| 8. Resolutions for Consideration                                                                                                                                                 |                     |
| 8.1 Facility Services                                                                                                                                                            | James Gallagher 6   |
| Resolution Authorizing Application Submission for the U.S. Department of Energy's Energy Efficiency and Conservations Block Grant Voucher Program for Replacement HVAC Equipment |                     |
| 8.2 Emergency Medical Services                                                                                                                                                   | David Feldpausch 23 |
| Resolution Authorizing the Purchase of Two Power Pro 2 Cots, Power Loads, and Stryker ProCare service agreement                                                                  |                     |
| 8.3 Emergency Medical Services                                                                                                                                                   | David Feldpausch 27 |
| Resolution Authorizing an Agreement with Trinity Health Livingston Hospital to Provide EMS Services                                                                              |                     |

|            |                                                                                                                                             |             |    |
|------------|---------------------------------------------------------------------------------------------------------------------------------------------|-------------|----|
| <b>8.4</b> | <b>Health Department</b>                                                                                                                    | Matt Bolang | 39 |
|            | Resolution to Accept 2024 Grant Funding from the Department of Licensing and Regulatory Affairs, Cannabis Regulatory Agency                 |             |    |
| <b>8.5</b> | <b>Health Department</b>                                                                                                                    | Matt Bolang | 65 |
|            | Resolution to Accept Grant Funding from the Michigan Association for Local Public Health to Support Local Health Department Staff Wellbeing |             |    |
| <b>9.</b>  | <b>Adjournment</b>                                                                                                                          |             |    |

# General Government and Health and Human Services Committee Meeting Minutes



**February 5, 2024, 6:00 p.m.**

Hybrid In-Person and Virtual Meeting  
304 E. Grand River Ave., Board Chambers, Howell, Michigan  
Zoom Virtual Meeting ID: 399-700-0062 / Password: LCBOC  
<https://us02web.zoom.us/j/3997000062>

Members Present: Roger Deaton - Chairman, Jay Gross, Douglas Helzerman, Wes Nakagiri

---

**1. Call Meeting to Order**

The meeting was called to order by Committee Chair, Commissioner Deaton at 6:00 p.m.

**2. Pledge of Allegiance**

**3. Roll Call**

Roger Deaton - Chairman, Jay Gross - Vice Chairman, Douglas Helzerman, and Wes Nakagiri  
Roll call by the recording secretary indicated the presence of a quorum.

**4. Approval of Minutes**

**4.1 Meeting Minutes dated: January 16, 2024**

Motion to approve the Minutes as presented.

It was moved by D. Helzerman

Seconded by Wes Nakagiri

Yes (4): R. Deaton, J. Gross, D. Helzerman, and W. Nakagiri

**Motion Carried (4 to 0)**

**5. Approval of Agenda**

Motion to approve the Agenda as presented.

It was moved by J. Gross

Seconded by Douglas Helzerman

Yes (4): R. Deaton, J. Gross, D. Helzerman, and W. Nakagiri

**Motion Carried (4 to 0)**

**6. Reports: None.**

**7. Call to the Public: None.**

**8. Resolutions for Consideration**

**8.1 Facility Services**

Resolution Authorizing the Purchase of Capital Asset Management and Work Order Software

Kevin Eggleston and James Gallagher, Director and Deputy Director of Facility Services, introduced the Resolution to the Committee.

Motion to recommend the resolution to the Board of Commissioners.

Moved by: D. Helzerman

Seconded by: Wes Nakagiri

Yes (4): R. Deaton, J. Gross, D. Helzerman, and W. Nakagiri

**Motion Carried (4 to 0)**

**8.2 Information Technology**

Resolution Authorizing the 2024 Software and Maintenance Services Renewal with Central Square to Provide Software Support and Maintenance Services

Resolution presented by Kristoffer Tobbe, CIO, and Tim Miles, Infrastructure Manager.

Motion to recommend the resolution to the Board of Commissioners.

Moved by: J. Gross

Seconded by: Douglas Helzerman

Yes (4): R. Deaton, J. Gross, D. Helzerman, and W. Nakagiri

**Motion Carried (4 to 0)**

**8.3 Information Technology**

Resolution Authorizing the Purchase of Physical Security Equipment, Systems, and Maintenance from Identify Inc.

Kristoffer Tobbe, CIO, and Tim Miles, Infrastructure Manager, updated the Committee.

Motion to recommend the resolution to the Board of Commissioners.

Moved by: D. Helzerman

Seconded by: Wes Nakagiri

Yes (4): R. Deaton, J. Gross, D. Helzerman, and W. Nakagiri

**Motion Carried (4 to 0)**

**8.4 Information Technology**

Resolution Authorizing Purchase of Cyber Security Equipment, Software, Maintenance, and Support from Amerinet, Inc.

Motion to recommend the resolution to the Board of Commissioners.

Moved by: J. Gross

Seconded by: Douglas Helzerman

Yes (4): R. Deaton, J. Gross, D. Helzerman, and W. Nakagiri

**Motion Carried (4 to 0)**

**9. Adjournment**

Motion to adjourn the meeting at 6:53 pm.

It was moved by D. Helzerman

Seconded by Wes Nakagiri

Yes (4): R. Deaton, J. Gross, D. Helzerman, and W. Nakagiri

**Motion Carried (4 to 0)**



**Carol Sue Jonckheere**, Recording Secretary

UNAPPROVED

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

**Resolution Authorizing Application Submission for the U.S. Department of Energy’s Energy Efficiency and Conservations Block Grant Voucher Program for Replacement HVAC Equipment – Facility Services Department**

- WHEREAS,** Livingston County has a need for replacing aged infrastructure; and
- WHEREAS,** Livingston County has appropriated funds for replacing several jail roof top units for \$100,000 via resolution 2023-12-194; and
- WHEREAS,** Livingston County desires to reduce the financial impact of infrastructure investments to the taxpayers; and
- WHEREAS,** the U.S. Department of Energy’s *Energy Efficiency and Conservation Block Grant* (EECBG) Program has a reimbursement opportunity for “energy efficiency retrofits performed by government agencies” that “result in energy savings (e.g. kwh/BTUs) or improved energy efficiency[.]”; and
- WHEREAS,** Livingston County is a municipal entity eligible for reimbursement of up to \$81,390 for qualifying projects; and
- WHEREAS,** the jail roof top units planned for replacement and duly appropriated for, constitutes a qualifying project for reimbursement vouchers through the EECBG Program; and
- WHEREAS,** there are no matching funds required nor additional positions requested to carry out the duties of the grant; and
- WHEREAS,** the reimbursement will be a benefit to the taxpayers of Livingston County by empowering local tax monies to be spent efficiently, and by reducing energy consumption and utility expenditure outlay into the future; and
- WHEREAS,** if awarded, a separate resolution will come before the Board for acceptance.

**THEREFORE, BE IT RESOLVED** that the Livingston County Board of Commissioners hereby authorizes the submission of the 2024 application for the U.S. Department of Energy’s Energy Efficiency and Conservation Block Grant (EECBG) Voucher Program for reimbursement up to \$81,390 for replacement HVAC roof top units.

**BE IT FURTHER RESOLVED** that the Chairman of the Livingston County Board of Commissioners is authorized to sign all forms and assurances related to the above application upon review and/or preparation of Civil Counsel.

# # #

**MOVED:  
SECONDED:  
CARRIED:**

# Livingston County Grant Opportunity Form

Department Applying: Facility Services Today's Date: 12/28/2023  
Department Contact Info:

Employee preparing application: James Gallagher Employee who will manage program (if different): \_\_\_\_\_  
Phone Number: 517 540 7523 Phone Number: \_\_\_\_\_

Name of Grant Applying for: Energy Efficiency & Conservation Block Grant Program  
Awarding Agency Name: US DOE

Please check appropriate line:  
Federal  \_\_\_\_\_ Federal Assistance Listing Number: \_\_\_\_\_  
State: \_\_\_\_\_  
Other: \_\_\_\_\_ New Grant:  \_\_\_\_\_ Recurring Grant: \_\_\_\_\_  
Check One First Year Received

Short Description of the scope of the grant

Energy Efficiency & Conservation Block Grant Program: Equipment Rebate Voucher Application. This rebate offers a no match required rebate for the purchase of HVAC upgrades. Intended grant purchase will be 5 Roof Top Units due for install in 2024.

Start Date of Grant: 11/06/2023 End Date of Grant: unknown


Full Amount applying for:  
Annual (Year 1 Total) \$ 81,390.00  
Multi-Year Total \$ \_\_\_\_\_ (All years combined)

Match Requirements (if applicable)

\_\_\_\_\_ Cash Match Requirement \$ 0.00  
\_\_\_\_\_ In-Kind Match Requirement \$ 0.00

This grant is intended to fund the following (check all that apply)

\_\_\_\_\_ Personnel \$ \_\_\_\_\_  
\_\_\_\_\_ Equipment \$ \_\_\_\_\_  
\_\_\_\_\_ Supplies \$ \_\_\_\_\_  
\_\_\_\_\_ Contractual Services \$ \_\_\_\_\_  
 Capital Building/Equipment \$ 81,390.00  
\_\_\_\_\_ Other (please note below) \$ \_\_\_\_\_

Signature of Applicant Department Head:  Date: 12/28/2023

Fiscal Services Signature:  Date: 2/16/24



# Livingston County

## Facility Services Department

---

### Memo

**DATE:** 3/4/24  
**TO:** General Government & Health and Human Services Committee (GGHHS)  
**FROM:** James P. Gallagher, Facility Services  
**RE:** [Energy Efficiency and Conservation Block Grant Program Opportunity](#) ←link

Facility Services found a grant that could cover 80% of a capital budget item. The budgeted item is in the CIP and includes five rooftop units at the jail for \$100,000. This grant opportunity is a rebate grant for energy efficient retrofits. If awarded, we would be given a rebate for the purchase and install of the equipment after the project is completed. Wait times for equipment are long and the grant approval is estimated between 30 and 60 days. So an approval would permit an application before the deadline in April and we would be able to order the equipment in the summer. This timeline means that we can reasonably expect the project to be completed this calendar year.

Respectfully Submitted,

*James P. Gallagher*

James P. Gallagher  
Deputy Director – Facility Services



**ADMINISTRATIVE AND LEGAL REQUIREMENTS DOCUMENT (ALRD)**



**U.S. Department of Energy  
Office of the Under Secretary for Infrastructure  
Golden Field Office**

**Energy Efficiency and Conservation Block Grant (EECBG) Program**

**Infrastructure Investment and Jobs Act (IIJA) of 2021**

**Energy Efficiency and Conservation Block Grant (EECBG) Program Formula Awards  
(EECBG Program Formula) - IIJA ALRD**

**CFDA Number: 81.128, Energy Efficiency and Conservation Block Grant Program**

**PURPOSE**

The purpose of this Administrative and Legal Requirements Document (ALRD) is to provide guidance to States, Local Governments, and Indian tribes for preparation of EECBG Program Formula Grant applications submitted in response to Section 40552 of the Infrastructure Investment and Jobs Act (IIJA), also known as the Bipartisan Infrastructure Law (BIL).

**Issue Date: January 18, 2023**

**Application Due Dates:**

- All Applicants: Pre-Award Information Sheet due by **April 28, 2023**, 8:00 PM Eastern Time ET
- For State and Territory Applicants Only: Application due by **July 31, 2023**, at 8:00 PM ET
- Local and Tribal Government Applicants Only: Application due by **January 31, 2024**, at 8:00 PM ET

DOE will accept applications using four application periods. Applications meeting DOE priority criteria (see application instructions section 6.2 for more information) may apply in application Periods 1 and 2. All other applicants may apply in Periods 3 and 4:

| Application Period | Application Submittal Timeframe   | Applications Accepted                                                   |
|--------------------|-----------------------------------|-------------------------------------------------------------------------|
| 1                  | January 18, 2023 – April 28, 2023 | State, Local and Tribal applications in one or more priority categories |
| 2                  | June 1, 2023 – July 31, 2023      |                                                                         |
| 3                  | Sept 1, 2023 – Oct 31, 2023       | All Other Local and Tribal applications                                 |
| 4                  | December 1, 2023 – Jan 31, 2024   |                                                                         |

**Note: Due to the volume of applications, DOE may not review your application immediately upon submittal. Once a complete application is received and reviewed by DOE, it typically takes up to 60 days to process an EECBG Program formula grant. Applications are not necessarily considered complete upon submission. For additional information on application requirements, see Section 6.0 of the application instructions.**

## REGISTRATION/SUBMISSION REQUIREMENTS

### **Registration Requirements (GRANT APPLICANTS ONLY): Allow at least 21 days to complete.**

If you have not already registered, there are several one-time actions grant applicants must complete:

1. Register with the System for Award Management (SAM) at <https://www.sam.gov>. Designating an Electronic Business Point of Contact (EBiz POC) and obtaining a special password called an MPIN are important steps in SAM registration. **Please update your SAM registration annually.** Upon registration, SAM will automatically assign a Unique Entity ID (UEI).

Unique Entity ID and System for Award Management (SAM) — Each applicant (unless the applicant is excepted from those requirements under 2 CFR 25.110) is required to: (1) be registered in the SAM at <https://www.sam.gov> before submitting its application, (2) provide a valid UEI number in its application; and (3) continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. DOE may not make a federal award to an applicant until the applicant has complied with all applicable UEI and SAM requirements. If an applicant has not fully complied with the requirements by the time DOE is ready to make a federal award, the DOE will determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

**NOTE: Due to the high demand of UEI requests and SAM registrations, entity legal business name and address validations are taking longer than expected to process. Entities should start the UEI and SAM registration process as soon as possible. If entities have technical difficulties with the UEI validation or SAM registration process, they should utilize the HELP feature on SAM.gov. SAM.gov will work on entity service tickets in the order in which they are received and asks that entities not create multiple service tickets for the same request or technical issue. Additional entity validation resources can be found here: [GSAFSD Tier 0 Knowledge Base - Validating your Entity](#).**

2. Register in FedConnect to receive and acknowledge your award at <https://www.fedconnect.net/>. See the Quick Start Guide at [https://www.fedconnect.net/FedConnect/Marketing/Documents/FedConnect\\_Ready\\_Set\\_Go.pdf](https://www.fedconnect.net/FedConnect/Marketing/Documents/FedConnect_Ready_Set_Go.pdf). For additional questions, email [support@fedconnect.net](mailto:support@fedconnect.net) or call 1-800-899-6665.
3. Have a login for the Performance and Accountability for Grants in Energy (PAGE) System at <https://www.page.energy.gov/default.aspx> in order to submit your application. For questions regarding PAGE, refer to the Help Menu in PAGE or contact the PAGE hotline at [PAGE-Hotline@ee.doe.gov](mailto:PAGE-Hotline@ee.doe.gov) or 1-866-492-4546.

**Electronic Signatures:** Acknowledgement of award documents by the Grantee's authorized representative through electronic systems used by the Department of Energy, including FedConnect, constitutes the Grantee's acceptance of the terms and conditions of the award. Acknowledgement via FedConnect by the Grantee's authorized representative constitutes the Grantee's electronic signature.

**IMPORTANT:** The electronically signed Assistance Agreement with attached award documents distributed via FedConnect is the formal authorization and approval from the Contracting Officer. Grantees may not rely on PAGE as the formal authorization and approval. Award documents in the initial award and any modifications to the award must be reviewed and acknowledged by the Grantee in FedConnect.

**TABLE OF CONTENTS**

**PART I AUTHORITY** ..... 3

**PART II AWARD INFORMATION** ..... 3

A. TYPE OF AWARD INSTRUMENT..... 3

B. ESTIMATED FUNDING..... 3

C. PERIOD OF PERFORMANCE ..... 4

**PART III ELIGIBILITY INFORMATION**..... 4

A. ELIGIBLE APPLICANTS ..... 4

B. COST MATCHING ..... 4

**PART IV APPLICATION AND SUBMISSION INFORMATION** ..... 4

A. CONTENT AND FORM OF APPLICATION: GRANTS..... 4

**PART V AWARD ADMINISTRATION INFORMATION** ..... 5

A. AWARD NOTICES..... 5

B. FUNDING RESTRICTIONS ..... 5

C. REPORTING ..... 5

D. ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS..... 6

**PART VI OTHER INFORMATION** ..... 10

A. INTERGOVERNMENTAL REVIEW ..... 10

B. GOVERNMENT RIGHT TO REJECT OR NEGOTIATE..... 11

C. COMMITMENT OF PUBLIC FUNDS ..... 11

D. LOBBYING RESTRICTIONS..... 11

E. EXPENDITURE RESTRICTIONS..... 11

F. MODIFICATIONS ..... 11

G. PROPRIETARY APPLICATION INFORMATION ..... 11

H. PROTECTED PERSONALLY IDENTIFIABLE INFORMATION ..... 12

**PART VII REFERENCE MATERIAL** ..... 13

## PART I AUTHORITY

The EECBG Program is authorized by Title V, Subtitle E of the Energy Independence and Security Act of 2007 (EISA), as amended,<sup>1</sup> and signed into Public Law (PL 110-140) on December 19, 2007. All awards made under this program shall comply with applicable laws and regulations including, but not limited to, [2 CFR Part 200](#) as amended by [2 CFR Part 910](#) and Section 40552 of the [Infrastructure Investment and Jobs Act](#) (IIJA) (PL 117-58).

## PART II AWARD INFORMATION

### **A. TYPE OF AWARD INSTRUMENT**

DOE will award grants or vouchers.

Entities eligible for formula EECBG Program allocations, including state, local, and Tribal governments can apply to DOE for an EECBG Program award. States are eligible to apply for a grant. Local and Tribal governments can apply for either a grant or a voucher. Vouchers may be used for technical assistance and/or equipment rebates. Local governments and Tribal entities must **choose either a grant or voucher and must allocate 100% of their EECBG Program funding to either a voucher or a grant.** States are not eligible to apply for a voucher. Local and Tribal governments are encouraged to indicate whether they are choosing a grant or a voucher as soon as possible, but no later April 28, 2023, by submitting the Pre-Award Information Sheet. See “EECBG Program Application Instructions” for additional details.

### **B. ESTIMATED FUNDING**

Entities shall administer DOE funds received under the EECBG Program in accordance with Federal rules and regulations as well as applicable state, local or Tribal policies and procedures. The Grantee is to manage Federal Funds in a prudent, effective, and efficient manner to accomplish program objectives.

The Infrastructure Investment and Jobs Act, Section 40552 provides \$550 million for EECBG Program for fiscal year 2022, to remain available until expended. DOE will distribute \$440 million in formula and competitive EECBG Program funding to eligible units of local government, states, and Indian tribes. Of the amount appropriated by IIJA, DOE will allocate funds as prescribed in section 543 of EISA:

- 34% to eligible units of local government-alternative 1 through formula grants;
- 34% to eligible units of local government-alternative 2 through formula grants;
- 28% to states through formula grants;
- 2% to Indian tribes through formula grants; and
- 2% for competitive grants to ineligible local governments and Indian tribes.<sup>2</sup>

IIJA allocations for EECBG Program direct formula awards from the DOE, as adjusted, are based on the following funding amounts:

- \$299,200,000 for formula awards to eligible units of local government
  - \$149,600,000 to eligible units of local government-alternative 1
  - \$149,600,000 to eligible units of local government-alternative 2
- \$123,200,000 for formula awards to states

---

<sup>1</sup> 42 U.S.C. 17151 et seq.

<sup>2</sup> 42 U.S.C. 17153(a).

- Each state (except for those noted as exempt in Section 6.3.E of the application instructions) is required to pass not less than 60% of its allocation through to cities and counties within the state that are ineligible for direct formula grants from DOE.
- \$8,800,000 for formula awards to eligible Indian tribes

DOE also intends to allocate \$8.8 million for competitive grants available to units of local government (including Indian tribes) and consortia of units of local government that are not eligible to receive direct formula grants from DOE. Availability of competitive grants will be announced through a separate future Funding Opportunity Announcement (FOA).

Prior to distributing funding to eligible entities, DOE intends to utilize \$110 million to ensure delivery of an effective and efficient EECBG Program and to provide technical assistance to eligible entities throughout the lifetime of the EECBG Program.

**Funding Amount:** Funding allocations to states, local governments, and Indian tribes are included as attachments to this document.

### **C. PERIOD OF PERFORMANCE**

Grants will consist of a **3-year** Project and Budget Period for States, and a **2-year** Project and Budget Period for Local Governments and Indian tribes. Vouchers to Local Governments and Indian tribes will be for a **2-year** Project and Budget Period. Recipients may request a no-cost time extension (or a modification to shorten the period of performance) of their grant or voucher.

## **PART III ELIGIBILITY INFORMATION**

### **A. ELIGIBLE APPLICANTS**

In accordance with Section 543 of EISA, eligible entities for EECBG Program formula allocations include States (including U.S. Territories, and the District of Columbia, hereinafter referred to as “states”), local governments, and Indian tribes.<sup>3</sup> Eligibility for this award is restricted to eligible states, local governments and Indian tribes applying for formula grant financial assistance under the EECBG Program. No other entity types may be considered for this funding.

### **B. COST MATCHING**

Cost match is not required for these awards.

## **PART IV APPLICATION AND SUBMISSION INFORMATION**

### **A. CONTENT AND FORM OF APPLICATION: GRANTS**

The application must be submitted via the PAGE online system at <https://www.page.energy.gov/default.aspx>. DOE reserves the right to request additional or clarifying information for any reason deemed necessary. Applications will be reviewed for consistency with the EECBG Program objectives.

---

<sup>3</sup> 42 U.S.C. 17153(a).

The EECBG Program Grant Application consists of:

- Standard Form 424 (Application form)
- Standard Form 424A (Budget summary)
- Budget Justification
- Energy Efficiency and Conservation Strategy
- EECBG Program Activity File
- Required certifications
- Electronic copy (or web link) to the applicant's latest single or program-specific audit as required by 2 CFR 200 Subpart F
- An environmental questionnaire (if applicable)
- Pre-Award Information Sheet

**Please see Section 6.3 in the Application Instructions for more detail.**

Note: applicants choosing a Voucher do not need to submit a grant application at this time. Additional Guidance on the Voucher application process will be forthcoming from DOE and made available on the following website, <https://www.energy.gov/clean-energy-infrastructure/energy-efficiency-and-conservation-block-grant-program>.

## **PART V AWARD ADMINISTRATION INFORMATION**

### **A. AWARD NOTICES**

An Assistance Agreement issued by the Contracting Officer is the authorizing award document. The Assistance Agreement normally includes, either as an attachment or by reference: (1) Special Terms and Conditions; (2) Application as approved by DOE; (3) DOE Financial Assistance regulations at [2 CFR Part 200](#) as amended by [2 CFR Part 910](#); (4) National Policy Assurances To Be Incorporated As Award Terms; (5) Budget Summary; (6) Intellectual Property Provisions; (7) Federal Assistance Reporting Checklist, which identifies the Reporting Requirements; and (8) National Environmental Policy Act (NEPA) Determination. These documents are sent to the Recipient via [FedConnect](#).

### **B. FUNDING RESTRICTIONS**

All expenditures must be allowable, allocable, and reasonable in accordance with the applicable Federal cost principles. Refer to the following Federal cost principles for more information: [2 CFR Part 200](#) as amended by [2 CFR Part 910](#).

Under [2 CFR Part 200](#) as amended by [2 CFR Part 910](#) regulations, the cost principles are contained in Subpart E–Cost Principles within [2 CFR Part 200](#).

### **C. REPORTING**

Reporting requirements are identified on the Federal Assistance Reporting Checklist (FARC), attached to the award agreement.

Awards initiated since 10/1/2010 are subject to the requirement of Reporting Subawards and Executive Compensation to comply with the Federal Funding and Transparency Act of 2006 (FFATA). Additional information about this requirement can be found in the Special Terms and Conditions of the recipient's award, at <https://www.fsr.gov>, and in [2 CFR Part 170](#).

Additional information regarding reporting will be available from the EECBG Program website, at: <https://www.energy.gov/clean-energy-infrastructure/energy-efficiency-and-conservation-block-grant-program>.

## **D. ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS**

### **1. Administrative Requirements**

- The administrative requirements for DOE grants and cooperative agreements are contained in:
  - [2 CFR Part 200](#) as amended by [2 CFR Part 910](#) and [10 CFR Part 420](#)
  - [2 CFR Part 25](#) – Universal Identifier and Central Contractor Registration
  - [2 CFR Part 170](#) – Reporting Subaward and Executive Compensation

The Electronic Code of Federal Regulations is found at [www.ecfr.gov](http://www.ecfr.gov).

### **2. National Policy Requirements**

The National Policy Assurances to be incorporated as Award Terms are located at <http://www.nsf.gov/awards/managing/rtc.jsp>.

Intellectual Property Provisions. The standard DOE financial assistance intellectual property provisions applicable to the various types of recipients are located at <http://energy.gov/gc/standard-intellectual-property-ip-provisions-financial-assistance-awards>

### **3. Environmental Review in Accordance with National Environmental Policy Act (NEPA)**

The Office of the Under Secretary for Infrastructure’s decision whether and how to distribute Federal funds is subject to the National Environmental Policy Act (42 U.S.C. 4321, et seq.). NEPA requires Federal agencies to integrate environmental values into their decision-making processes by considering the potential environmental impacts of their proposed actions.

For further information on NEPA requirements, see section 6.3.G in the Application Instructions.

### **4. Build America, Buy America Requirements**

Federally assisted projects which involve infrastructure work, undertaken by applicable recipient types, require that:

- All iron, steel, and manufactured products used in the infrastructure work are produced in the United States; and
- All construction materials used in the infrastructure work are manufactured in the United States.

Whether a given project must apply this requirement is project-specific and dependent on several factors, such as the recipient’s entity type, whether the work involves “infrastructure,” as that term is defined in Section 70914 of the BIL, and whether the infrastructure in question is publicly owned or serves a public function.

Applicants are strongly encouraged to consult the Build America, Buy America Guidance and Resources<sup>4</sup> to determine whether their project may have to apply this requirement, both to make an early determination as to the need of a waiver, as well as to determine what impact, if any, this requirement may have on the proposed project’s budget.

---

<sup>4</sup> See: <https://www.madeinamerica.gov> and <https://www.whitehouse.gov/omb/management/made-in-america/build-america-buy-america-act-federal-financial-assistance/>

## 5. Definitions

a. For purposes of the Buy America requirements, the following definitions apply:

- **Construction materials** includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:
  - non-ferrous metals;
  - plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
  - glass (including optic glass);
  - lumber; or
  - drywall.
  
- **Infrastructure** includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

In addition to the above, the infrastructure in question must be publicly owned or must serve a public function; privately owned infrastructure that is solely utilized for private use is not considered “infrastructure” for purposes of Buy America applicability. The Agency, not the applicant, will have the final say as to whether a given project includes infrastructure, as defined herein. Accordingly, in cases where the “public” nature of the infrastructure is unclear, DOE strongly recommends that applicants complete their full application with the assumption that Buy America requirements will apply to the proposed project.
  
- **Project** means the construction, alteration, maintenance, or repair of infrastructure in the United States.

b. *Buy America Requirements for Infrastructure Projects (“Buy America” Requirements)*

In accordance with Section 70914 of the BIL, none of the project funds (includes federal share and recipient cost share) may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
  
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and



(3) all construction materials<sup>5</sup> are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America requirements only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor do Buy America requirements apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

These requirements must flow down to all sub-awards, all contracts, subcontracts, and purchase orders for work performed under the proposed project. For additional information related to the application and implementation of these Buy America requirements, please see OMB Memorandum M-22-11, issued April 18, 2022: <https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf>.

### *c. DOE Submission Requirements for Full Application*

Within the activity file, applicants must provide a short statement on whether the project will involve the construction, alteration, and/or repair of infrastructure in the United States. The ultimate determination about whether a project includes infrastructure remains with DOE. However, the applicant’s statement will assist project planning and integration of domestic preference requirements, which may impact the project’s proposed budget.

### **Waivers<sup>6</sup>**

In limited circumstances, DOE may waive the application of the Buy America requirements where DOE determines that:

- (1) applying the Buy America requirements would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
- or,
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

If an applicant is seeking a waiver of the Buy America requirements, it must include a written waiver request with the Full Application. A waiver request must include:

- A detailed justification for the use of “non-domestic” iron, steel, manufactured products, or construction materials to include an explanation as to how the non-domestic item(s) is essential to the project
- A certification that the applicant or recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with potential suppliers
- Applicant /Recipient name and Unique Entity Identifier (UEI)
- Total estimated project cost, DOE and cost-share amounts

---

<sup>5</sup> Excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

<sup>6</sup> As of the date this guidance was written, OMB guidance on waivers and the waiver process is still relatively sparse. As more information is provided to the Agencies, this guidance will be updated.

- Project description and location (to the extent known)
- List and description of iron or steel item(s), manufactured goods, and construction material(s) the applicant or recipient seeks to waive from Domestic Content Procurement Preference requirement, including name, cost, country(ies) of origin (if known), and relevant PSC and NAICS code for each.
- Waiver justification including due diligence performed (e.g., market research, industry outreach) by the applicant or recipient
- Anticipated impact if no waiver is issued DOE may require additional information before considering the waiver request.

DOE may require additional information before considering the waiver request. See [DOE Buy America Requirement Waiver Requests | Department of Energy](#)

Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at <https://www.madeinamerica.gov/waivers/>.

## **5. Davis Bacon Prevailing Wage Requirements**

Projects awarded under this ALRD will be funded under Division D of the BIL. Accordingly, per section 41101 of that law, all laborers and mechanics employed by the applicant, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work funded in whole or in part under this ALRD shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the “Davis-Bacon Act” (DBA).

By accepting an award as a result of this ALRD, the Applicant is acknowledging the DBA requirements above, and confirming that the laborers and mechanics performing construction, alteration, or repair work on projects funded in whole or in part by awards made as a result of this ALRD are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act). Applicants acknowledge that they will comply with all of the Davis-Bacon Act requirements, including but not limited to:

- (1) Ensuring that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subcontracts or subrecipient awards.
- (2) Ensuring that if wage determination(s) and appropriate Davis-Bacon clauses and requirements are improperly omitted from contracts and subrecipient awards, the applicable wage determination(s) and clauses are retroactively incorporated to the start of performance.
- (3) Being responsible for compliance by any subcontractor or subrecipient with the Davis-Bacon labor standards.
- (4) Receiving and reviewing certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy and to identify potential compliance issues.
- (5) Maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by 29 CFR 5.6(a)(2).

- (6) Conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and subrecipients and as requested or directed by the DOE.
- (7) Cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.
- (8) Posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.
- (9) Notifying the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the recipient, subrecipient, contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract, or subrecipient award.
- (10) Preparing and submitting to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual Labor Compliance Report, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (<https://doeibenefits2.energy.gov>) or its successor system.

Recipients of funding under this ALRD will also be required to undergo DBA compliance training and to maintain competency in DBA compliance. The Contracting Officer will notify the recipient of any DOE sponsored DBA compliance trainings. The U.S. Department of Labor (“DOL”) offers free Prevailing Wage Seminars several times a year that meet this requirement, at <https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events>.

For additional guidance on how to comply with the DBA provisions and clauses, see <https://www.dol.gov/agencies/whd/government-contracts/construction> and <https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction>.

## **PART VI OTHER INFORMATION**

### **A. INTERGOVERNMENTAL REVIEW**

#### **Program Subject to Executive Order 12372**

This program is subject to [Executive Order 12372](#) (Intergovernmental Review of Federal Programs) and the regulations at [10 CFR Part 1005](#).

One of the objectives of the Executive Order is to foster an intergovernmental partnership and a strengthened federalism. The Executive Order relies on processes developed by state and local governments for coordination and review of proposed Federal financial assistance.

Applicants should contact the appropriate State Single Point of Contact (SPOC) to find out about, and to comply with, the state's process under [Executive Order 12372](#). The names and addresses of the SPOCs are listed on the Web site of the Office of Management and Budget at Intergovernmental Review (SPOC List) ([whitehouse.gov](http://whitehouse.gov)) [Intergovernmental Review \(SPOC List\) \(whitehouse.gov\)](#).

**B. GOVERNMENT RIGHT TO REJECT OR NEGOTIATE**

DOE reserves the right, without qualification, to reject any or all applications received in response to this ALRD and to select any application, in whole or in part, as a basis for negotiation and/or award.

**C. COMMITMENT OF PUBLIC FUNDS**

The Contracting Officer is the only individual who can make awards or commit the Government to the expenditure of public funds. A commitment by other than the Contracting Officer, either explicit or implied, is invalid.

**D. LOBBYING RESTRICTIONS**

By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

**E. EXPENDITURE RESTRICTIONS**

By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, to support or oppose union organizing.

**F. MODIFICATIONS**

Modifications to this ALRD will be processed and disseminated in the same manner as other EECBG Program Notices.

**G. PROPRIETARY APPLICATION INFORMATION**

DOE will use data and other information contained in applications strictly for evaluation purposes. Applicants should not include confidential, proprietary, or privileged information in their applications unless such information is necessary to convey an understanding of the proposed project.

Applications containing confidential, proprietary, or privileged information must be marked as described below. Failure to comply with these marking requirements may result in the disclosure of the unmarked information under the Freedom of Information Act or otherwise. The U.S. Government is not liable for the disclosure or use of unmarked information and may use or disclose such information for any purpose.

The cover sheet of the application must be marked as follows and identify the specific pages containing confidential, proprietary, or privileged information:

Please be aware that all information provided to DOE (including confidential proprietary or confidential commercial information) is subject to public release under the Freedom of Information Act (FOIA). (5 U.S.C. § 552(a) (3) (A) (2006), amended by OPEN Government Act of 2007, Pub. L. No. 110175, 121 Stat. 2524). When a FOIA request covers information submitted to DOE by an applicant, and the cognizant DOE FOIA Officer cannot make an independent determination regarding the public releasability of this information, the cognizant DOE FOIA Officer will contact the submitter and ask for comment regarding the redaction of information under one or more of the nine FOIA exemptions. However, the cognizant DOE FOIA Officer will make the final decision regarding FOIA redactions. Submitters are given a minimum of 7 days to provide redaction comments and if DOE disagrees with the submitter's comment, DOE will notify the submitter of the intended public release no less than seven (7) days prior to the public disclosure of the information in question." ([10 CFR Part 1004.11](#)).

## H. **PROTECTED PERSONALLY IDENTIFIABLE INFORMATION**

In responding to this ALRD, Applicants must ensure that Protected Personally Identifiable Information (PII) is not included in the application documents. PII is defined by the Office of Management and Budget (OMB) and DOE as:

Any information about an individual maintained by an agency, including but not limited to, education, financial transactions, medical history, and criminal or employment history and information that can be used to distinguish or trace an individual's identity, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information that is linked or linkable to an individual.

This definition of PII can be further defined as: (1) Public PII and (2) Protected PII.

Public PII: PII found in public sources such as telephone books, public websites, business cards, university listing, etc. Public PII includes first and last name, address, work telephone number, email address, home telephone number, and general education credentials.

Protected PII: PII that requires enhanced protection. This information includes data that if compromised could cause harm to an individual such as identity theft.

Listed below are examples of Protected PII that Applicants must not include in their application.

- Social Security Numbers in any form
- Place of birth associated with an individual
- Date of birth associated with an individual
- Mother's maiden name associated with an individual
- Biometric record associated with an individual
- Fingerprint
- Iris scan
- DNA
- Medical history information associated with an individual
- Medical conditions, including history of disease
- Metric information, e.g., weight, height, blood pressure
- Criminal history associated with an individual
- Employment history and other employment information associated with an individual
- Ratings
- Disciplinary actions
- Performance elements and standards (or work expectations) are PII when they are so intertwined with performance appraisals that their disclosure would reveal an individual's performance appraisal
- Financial information associated with an individual
- Credit card numbers
- Bank account numbers
- Security clearance history or related information (not including actual clearances held)

**PART VII REFERENCE MATERIAL**

**IIJA EECBG Program Formula Allocations**

**IIJA EECBG Program Application Instructions**

**IIJA EECBG Program Formula Pre-Award Information Sheet**

**IIJA EECBG Program Energy Efficiency and Conservation Strategy Templates**

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

**Resolution Authorizing the Purchase of Two (2) Power Pro 2 Cots, Power Loads, and Stryker ProCare Service Agreement - Emergency Medical Services**

**WHEREAS,** the EMS department upgraded all of its active ambulance cots to the Power Pro 2 and added power load systems to all of our ambulances last summer; and

**WHEREAS,** recently the Board approved the remount of 4 ambulances in FY 24 two of which were older units that did not get these upgrades because they had been replaced with new ambulances; and

**WHEREAS,** the EMS department wishes to keep all of its cots and ambulances updated to the latest version with the power load feature for the safety of our patients and staff.; and

**WHEREAS,** the power load system and cots are an approved portion of our ambulance remount contract with our current vendor Emergency Vehicles Plus; and

**WHEREAS,** the cost of these two new cots, power load and ProCare service agreement is \$157,187; and

**WHEREAS,** The EMS department has sufficient budget funds to cover the cost of these new cots and power loads in the existing budget.

**THEREFORE, BE IT RESOLVED** that the Livingston County Board of Commissioners hereby authorizes the purchase of two new Power Pro 2 cots, 2 Power loads and 2 Stryker ProCare service agreements from Emergency Vehicles Plus at a cost of \$157,187 to be paid for from F410 EMS Capital Replacement.

**BE IT FURTHER RESOLVED** that the Chairman 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 necessary budget amendments to effectuate the above.

# # #

**MOVED:  
SECONDED:  
CARRIED:**

David Feldpausch  
Director



Amy Chapman  
Deputy Director

1911 Tooley Rd \* Howell, MI 48855  
Business (517) 546-6220 \* Fax (517) 546-6788 \* Emergency 911  
[www.livgov.com](http://www.livgov.com)

October 26, 2023  
EMERGENCY VEHICLES PLUS  
670 EAST 16<sup>th</sup> STREET  
HOLLAND MI 49423

**2024**

RE: the Emergency Medical Care Vehicle remount/referb AGREEMENT ~~-2023~~ RENEWAL

Dear Scott Schalow:

Pursuant to the conditions of the AGREEMENTS between Livingston County and EMERGENCY VEHICLES PLUS, that were entered into on December 1, 2020, Livingston County, by this letter, is renewing the terms of the Agreements for an additional One (1) Year until November 30, 2024, per paragraph 1. AGREEMENT PERIOD AND TERMINATION. There ~~are Three~~ <sup>is One</sup> (1) options to renew remaining. *All terms and conditions of the Agreement shall remain the same during the renewal period, with the exception of the updated Pricing Lists attached hereto and incorporated by reference.*

Also, an Updated Vendor Packet is required by our Auditors each year, so please complete, and return the attached with this Renewal Letter.

Please acknowledge this letter and acceptance of the additional One (1) Year renewal by signature of a representative authorized to commit your company to the applicable terms, and return the same via e-mail to Carol Sue Jonckheere, Contract Administrator, at: [Carolj@livgov.com](mailto:Carolj@livgov.com). A fully executed copy will be returned to you for your files.

If you have any questions or concerns, please do not hesitate to contact David Feldpausch, Director, at (517) 540-7865.

Sincerely,

DAVID FELDPAUSCH  
DIRECTOR

FOR THE COUNTY:

Dave Domas – CHAIRMAN  
COUNTY BOARD OF COMMISSIONERS

DATED: 11/22/2023

FOR EMERGENCY VEHICLES PLUS:

NAME: John Dykstra

ITS: President

DATED: 11/14/23



# **EMV+ EMERGENCY VEHICLES PLUS**

10/30/2023

Dear Livingston County EMS,

Thank you for the opportunity to provide you with a bid for your upcoming remount of your current ambulance. Please note, Emergency Vehicles Plus is a State of Michigan licensed new car dealer, approved to sell and service vehicles of this nature, which is required by the State of Michigan. We are located in Holland, MI and are proud of our all-inclusive facilities that give us the ability to control all of our processes.

We are pleased to provide the following;

Remount Livingston County EMS Ford E450 Medix 170" Type III, to include all standards from EV Plus Remount, with all new TecNiq LED warning and load/scene, new flooring, total repaint and all new graphics.

Price (2024 Ford E450 7.3 litre V-8 gas chassis).....**\$239,089.00**

Price for Stryker PP2, Power Load, and Stryker ProCare; ea. additional, as required.....**\$78,593.23**

Terms; 50% deposit upon delivery of chassis to EV Plus, balance C.O.D. upon acceptance at delivery.

Once again, we thank you for the opportunity to earn your business. Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Scott A. Schalow, Ambulance Sales Manager, Emergency Vehicles Plus 989-280-1898

670 East 16<sup>th</sup> St. Holland, MI 49423  
1-800-320-9749 / 616-396-1391 Fax

David Feldpausch  
Director



Amy Chapman  
Deputy Director

1911 Tooley Rd \* Howell, MI 48855  
Business (517) 546-6220 \* Fax (517) 546-6788 \* Emergency 911  
[www.livgov.com](http://www.livgov.com)

## Memorandum

To: Livingston County Board of Commissioners  
Fr: David Feldpausch, EMS Director  
Date: 11/30/2024  
Re: Resolution Authorizing the purchase of two Power loads, Cots, and service agreement.

---

You recently approved the purchase of 4 remounts for existing ambulances. In that approval I failed to recognize that 2 of the older ambulances had not been upfitted with the new power loads and cots. The additional cost of the power loads and cots was not included in our standard remount price but was approved as an additional cost in the existing contract.

The addition of power loads has had a significant impact on our department and will help prevent career ending back injuries and improve safety for the transport of our residents. That being the case I am requesting to upgrade these last 2 ambulances with power loads and new cots so they are consistent with the rest of our fleet. We had the funds in our capital replacement account to effectuate this purchase so no additional funds will need to be transferred.

If you have any questions or comments, I always welcome them.

David Feldpausch  
[dfeldpausch@livgov.com](mailto:dfeldpausch@livgov.com)  
517/294-1853

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

**Resolution Authorizing an Agreement with Trinity Health Livingston Hospital to Provide EMS Services – Emergency Medical Services**

**WHEREAS,** Livingston County EMS provides EMS services to Trinity Health Livingston and their patients on a daily basis; and

**WHEREAS,** Livingston County EMS contracts with the majority of its larger volume payers to define and expedite the payment process. In some of these cases Trinity Health Livingston is the responsible party for payment of these services; and

**WHEREAS,** Livingston County EMS and Trinity Health Livingston have a great working relationship and have been working on the development of a contract to provide ambulance transport services for several years: and

**WHEREAS,** this agreement will impact around 680 accounts annually with a value of approximately \$450,000; and

**WHEREAS,** this agreement does not alter the scope or volume of work provided by Livingston County EMS to Trinnity Health Livingston and its patients, it simply qualifies the payment process for services that Trinity Health Livingston is responsible for; and

**WHEREAS,** this agreement was reviewed by legal counsel and approved for execution, it comes before the board because the annual amount of anticipated revenue exceeds the limit for approval by the County Administrator.

**THEREFORE, BE IT RESOLVED** that the Livingston County Board of Commissioners hereby authorizes entering into an agreement with Trinity Health Livingston for Ambulance Transport Services at the authorized Centers for Medicare and Medicaid Services (CMS) rate for the period of one (1) year commencing upon final execution, together with an option for four additional one-year renewals for services described above.

**BE IT FURTHER RESOLVED** that the Chairman 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 Board of Commissioners authorizes any budget amendments needed to effectuate the above.

# # #

**MOVED:  
SECONDED:  
CARRIED:**

David Feldpausch  
Director



Amy Chapman  
Deputy Director

1911 Tooley Rd \* Howell, MI 48855  
Business (517) 546-6220 \* Fax (517) 546-6788 \* Emergency 911  
[www.livgov.com](http://www.livgov.com)

## Memorandum

To: Livingston County Board of Commissioners  
Fr: David Feldpausch, EMS Director  
Date: 2/13/2024  
Re: Resolution Authorizing an agreement with Trinity Health Livingston on the provision of EMS services.

---

It is a common business practice for EMS agencies to contract with their larger third-party payers. These agreements outline the fees and invoice processing requirements for both parties. Trinity Health Livingston is our largest customer with around 30% (5,426) of our calls originating from their facility.

Only a small portion of these calls become the financial responsibility of the facility for payment 680 in 2023. It is still in our best interests to have a set agreement defining the fees and processing requirements for these invoices.

We have an excellent working relationship with them and President John O'Malley. We have been discussing an agreement like this for several years and finally got around to putting it together. This agreement does discount our regular rates down to the Medicare fee schedule, which is common for many of our agreements.

This agreement does not alter the scope or volume of the work that LCEMS provides to Trinity Health Livingston, it simply quantifies the billing process for claims that they are responsible for.

We have many similar agreements in place but due to the value of this agreement this one requires board approval.

If you have any questions or comments, I always welcome them.

David Feldpausch  
[dfeldpausch@livgov.com](mailto:dfeldpausch@livgov.com)  
517/294-1853

## **AMBULANCE TRANSPORTATION SERVICES AGREEMENT**

THIS **AMBULANCE TRANSPORTATION SERVICES AGREEMENT** (“Agreement”) is entered into and effective as of this 22<sup>nd</sup> day of **January, 2024** (“Effective Date”), by and between **Trinity Health - Michigan**, a Michigan nonprofit corporation, d/b/a **Trinity Health Livingston Hospital** (“Facility”) and **Livingston County**, a municipal corporation and a political subdivision of the State of Michigan, on behalf of **Livingston County Emergency Medical Services** (“Livingston EMS”). Facility and Livingston EMS may hereinafter be referred to individually as a “party” or collectively as the “parties.”

### **RECITALS**

**WHEREAS**, Facility is an acute care hospital located in Livingston County, and desires to obtain professional ambulance and other patient transportation services (collectively, “Transportation Services”) for the transfer of its patients, on twenty-four (24) hours a day, seven (7) days a week basis; and

**WHEREAS**, Livingston EMS is licensed by the State of Michigan to provide emergency, basic, and mobility transportation services in Livingston County and is the only ambulance services provider in Livingston County; and

**WHEREAS**, Livingston EMS has the necessary equipment, training, and expertise to provide such Transportation Services to Facility; and

**WHEREAS**, on the terms and subject to the conditions set forth herein, Facility desires to retain Livingston EMS, and Livingston EMS desires to be retained by Facility, to provide Transportation Services to patients of Facility.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereby agree as follows:

### **ARTICLE I** **RESPONSIBILITIES OF LIVINGSTON EMS**

1.1 **Provision of Services.** Livingston EMS agrees to provide Transportation Services to patients of Facility pursuant to the terms and conditions set forth herein. Livingston EMS shall maintain sufficient ambulances and other medical transport vehicles to service the reasonable needs of Facility on a twenty-four (24) hour a day basis.

1.2 **Non-Exclusive Agreement.** This Agreement does not confer on Livingston EMS the right to be the exclusive provider of any type of services to Facility. The Parties acknowledge and agree that the execution of this Agreement is not a guarantee of future work or of any minimum payment or volume commitment.

1.3 **Timeliness of Service.** Livingston EMS shall provide all Transportation Services hereunder on a timely basis. Livingston EMS shall be in compliance with this Section 1.3 so long as the following arrival times are adhered to:

- a. **Scheduled Transports.** For scheduled transports, defined as pick-ups that are scheduled 2 hours or more in advance, Livingston EMS shall arrive at Facility within 60 minutes of the appointment time.

- b. Unscheduled Transports. For unscheduled transports, defined as pick-ups scheduled less than 2 hours in advance, Livingston EMS arrives at Facility within 60 minutes of the appointment time.
- c. Long Distance Transports. For transports in excess of 50 miles, Facility and Livingston EMS shall mutually agree upon an appointment time.

In the event Livingston EMS will not be able to arrive at Facility within the time periods set forth above, Livingston EMS shall immediately notify Facility. With respect to each request for Transportation Services, if Livingston EMS should notify Facility that Livingston EMS is unable to provide such Transportation Services in a timely manner, then Facility shall have the right to cancel such Transportation Services without charge or penalty.

1.4 Disaster Services. Upon the occurrence of a major disaster or other occurrence that requires the evacuation of patients from Facility, Livingston EMS agrees to provide Transportation Services and other support to Facility. Facility acknowledges and agrees that such Transportation Services and other support shall be subject to (i) the equipment and manpower availability of Livingston EMS, (ii) any other contractual obligations of Livingston EMS then in effect, and/or (iii) any obligations imposed by federal, state or local governmental authorities under applicable emergency management or disaster plans.

1.5 Certifications and Licenses. Livingston EMS shall maintain all permits, certifications, and licenses required by state or local governmental authorities in connection with the provision of Transportation Services.

1.6 Qualifications of Personnel. All personnel employed by Livingston EMS in connection with the furnishing of Transportation Services under this Agreement shall be duly licensed, credentialed, certified and/or registered under applicable state laws. Livingston EMS agrees to furnish reasonable proof of such qualifications to Facility upon request.

1.7 Insurance. During the Term of this Agreement, Livingston EMS shall maintain, at its own cost and expense, with companies that are rated a minimum of "A-" (VII or better) in AM Best Rating Guide or are otherwise reasonably acceptable to Facility, the following insurance coverage types and limits:

- a. Professional Liability insurance for services provided in relation to this Agreement with primary limits of not less than One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) annual aggregate.
- b. Commercial General Liability insurance covering against bodily injury, property damage, contractors' products and completed operations, personal and advertising injury and contractual liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate. Facility must be included as an additional insured at all times during the term of this Agreement or any extension thereof.
- c. Automobile Liability insurance covering all owned, non-owned, and hired automobiles with a combined single limit for bodily injury and property damage liability of not less than One Million Dollars (\$1,000,000) for any one accident or loss. Facility must be included as an additional insured at all times during the term of this Agreement or any extension thereof.

- d. Worker's Compensation with statutory limits and Employer's Liability insurance with limits of not less than One Million Dollars (\$1,000,000) bodily injury by accident each accident; One Million Dollars (\$1,000,000) bodily injury by disease policy limit; One Million Dollars (\$1,000,000) bodily injury each employee.

Livingston EMS shall provide Facility with satisfactory evidence of such insurance upon request. Livingston EMS shall notify Facility of the termination of such insurance or any reduction in the amounts of such insurance.

1.8 Facility Notification. Livingston EMS shall keep Facility advised of its policies, procedures, and activities to the extent the same are relevant to the performance of Livingston EMS's obligations under this Agreement. Livingston EMS agrees to meet with Facility on an as-needed basis to review such policies, procedures, and activities.

1.9 Patient Valuables. Livingston EMS shall document the receipt of any patient valuables, shall assume custody of such valuables upon receipt, and shall deliver such valuables to a responsible party at the receiving facility.

1.10 Representations of Livingston EMS. Livingston EMS represents and warrants to Facility as follows: (i) neither Livingston EMS nor any of its officers, directors, shareholders, principals, employees, agents, subsidiaries, and/or affiliates is currently excluded, debarred, or otherwise ineligible to participate in Federal Health Care Programs, as the same are defined in 42. U.S.C. §1320a-7b(f) ("Federal Health Care Programs"), (ii) Livingston EMS has not been convicted of a criminal offense related to the provision of health care items or services; and has not been excluded, debarred, or otherwise declared ineligible to participate in Federal Health Care Programs, and (iii) to the best of Livingston EMS's knowledge, Livingston EMS is not under investigation or otherwise aware of any circumstances that may result in Livingston EMS or any of its officers, directors, shareholders, principals, employees, agents, subsidiaries, and/or affiliates being excluded from participating in the Federal Health Care Programs. This shall be an ongoing representation and warranty during the Term of this Agreement, and Livingston EMS agrees to immediately notify Facility upon the occurrence of any event that would render the foregoing representations untrue in any material respect. Any breach of the representation and warranty set forth herein shall give Facility the right to immediately terminate this Agreement.

1.11 Non-Discrimination. Livingston EMS agrees that it shall not discriminate in the provision of Transportation Services based on a patient's age, sex, marital status, sexual orientation, race, color, religion, ancestry, national origin, disability, handicap, health status, or other unlawful basis, including, without limitation, the filing by a person of any complaint, grievance, or legal action against Facility, Livingston EMS, or any payor.

1.12 Standard of Care. Livingston EMS shall use reasonable efforts to ensure that all Transportation Services are provided in a safe, orderly, and efficient manner, and in accordance with the relevant standards of care for suppliers of such services. Livingston EMS represents and warrants to Facility that: (i) Livingston EMS is fully competent to perform the Services and (ii) Livingston EMS shall have and maintain sufficient expertise, resources, facilities, and capacity to assure that its Services shall be diligently and timely performed in accordance with the terms and conditions of this Agreement. All Transportation Services furnished by Livingston EMS hereunder shall be rendered in compliance with all applicable laws, rules, regulations, OIG compliance program guidance for ambulance suppliers, professional standards, and licensure requirements.

**ARTICLE II**  
**RESPONSIBILITIES OF FACILITY**

2.1 Livingston EMS Notification. Facility shall keep Livingston EMS advised of its policies, procedures, and activities to the extent the same are relevant to the performance of Facility's obligations under this Agreement. Facility agrees to meet with Livingston EMS on an as needed basis to review such policies, procedures, and activities.

2.2 Timeliness of Payment. Facility agrees to reimburse Livingston EMS within forty-five (45) days of receipt of Livingston EMS's invoice for Transportation Services pursuant to Section 4.3(b) below. Notwithstanding the above, Facility may withhold payment on any invoiced amounts reasonably disputed in good faith under this Agreement. Facility shall (i) provide Livingston EMS notice of any disputed amounts (which notice may be provided by e-mail), including a reasonable explanation to support the withholding of any disputed amounts; and (ii) timely pay any undisputed amounts on the invoice. Such nonpayment by Facility shall not constitute a breach of any payment obligations and the parties shall work together in good faith to resolve the dispute within ninety (90) days. If after ninety (90) days Livingston EMS and Facility have been unable to resolve a payment dispute, such nonpayment may constitute a breach. Livingston EMS shall continue performing its obligations in accordance with this Agreement notwithstanding any such dispute or actual or alleged nonpayment that is the subject of the dispute, pending its timely resolution.

2.3 Non-Exclusive Provider. Facility and Livingston EMS acknowledge and agree that Livingston EMS is not the exclusive provider of Transportation Services to patients of Facility. Facility retains sole and absolute discretion to use Livingston EMS or another supplier of Transportation Services.

2.4 Representations of Facility. Facility represents and warrants to Livingston EMS as follows: (i) neither Facility nor any of its officers, directors, shareholders, principals, employees, agents, subsidiaries, parent companies and/or affiliates is currently excluded, debarred, or otherwise ineligible to participate in Federal Health Care Programs, (ii) Facility has not been convicted of a criminal offense related to the provision of health care items or services and has not been excluded, debarred, or otherwise declared ineligible to participate in Federal Health Care Programs, and (iii) to the best of Facility's knowledge, neither Facility or any of its officers, directors, shareholders, principals, employees, agents, subsidiaries, parent companies and/or affiliates is under investigation or otherwise aware of any circumstances that may result in Facility being excluded from participating in the Federal Health Care Programs. This shall be an ongoing representation and warranty during the Term of this Agreement, and Facility agrees to notify Livingston EMS upon the occurrence of any event that would render the foregoing representations untrue in any material respect. Any breach of the representation and warranty set forth herein shall give Livingston EMS the right to immediately terminate this Agreement.

**ARTICLE III**  
**TERM AND TERMINATION**

3.1 Term. The term of this Agreement shall begin on the Effective Date and shall continue in full force and effect for an initial term of one (1) year ("Initial Term"), unless earlier terminated in accordance with Section 3.2. At the end of the Initial Term, this Agreement shall automatically renew for up to four (4) successive one (1) year renewal terms. The Medicare fee schedule contained within Appendix A shall be updated annually consistent with government rate schedules.

3.2 Termination. This Agreement may be terminated as follows:



- a. At any time by mutual written agreement of the parties.
- b. By either party, with or without cause, upon ninety (90) days prior notice to the other party.
- c. By either party upon written notice to the other party if the other party is in default of the performance of any material obligation imposed under this Agreement and the default has not been substantially cured to the satisfaction of the non-defaulting party within thirty (30) days following receipt by the defaulting party of written notice of default.
- d. By Facility if termination is necessary, in the good faith belief of Facility's counsel, to: (i) preserve the tax-exempt status of Facility; (ii) preserve Facility's ability to receive or retain the proceeds of tax exempt bonds; (iii) preserve Facility's ability to participate or receive reimbursement under the Medicare, Medicaid or other insurance or managed care program; (iv) preserve Facility's licensure or accreditation; or (v) prevent exposing the Facility to civil or criminal penalties or to comply with applicable state or federal laws and regulations.

#### **ARTICLE IV** **FINANCIAL TERMS**

4.1 Determination of Payor. Livingston EMS shall be responsible for determining in good faith the correct payor(s) for each Transportation Service furnished under this Agreement and for billing the correct payor(s) in accordance with Livingston EMS's standard billing, payment, and collection practices. Livingston EMS shall make such determinations in accordance with all applicable laws, rules and regulations, including, without limitation, (i) the applicable provisions of the Social Security Act, the Code of Federal Regulations, the Online Manual System and all other administrative rules or guidance issued by the Centers for Medicare and Medicaid Services ("CMS") in connection with the federal Medicare or Medicaid programs, (ii) any other applicable laws, regulations or administrative rules issued by governmental agencies in connection with Medicaid and any other federal or state health care programs, and (iii) the published policies and procedures of any third-party payors. Livingston EMS shall bill and collect payment for Transportation Services directly from the patients or patient's guarantor when the Transportation Service is initiated or requested by the patient or the patient's legal representative (e.g., patient requests transfer and treatment at an outside medical facility). Facility agrees to assist Livingston EMS in obtaining patient and/or third-party billing information and to otherwise cooperate with Livingston EMS's efforts to determine the correct payor(s) to be billed for all Transportation Services.

#### 4.2 Facility Payment.

- a. In no event shall Livingston EMS bill Facility for emergency Transportation Services where the patient pickup originates in the community or from an outside health care facility (acute care hospital, skilled nursing facility, etc.).
- b. For medically necessary Transportation Services provided to patients that are located at Facility's Howell or Brighton campus, Livingston EMS shall bill the appropriate governmental or third-party payor for the Transportation Service. In the event Livingston EMS's claim for payment is denied by the governmental or third-party payor, Livingston EMS shall make a reasonable attempt to appeal the denial through the payor's claims denial process and/or resubmit the claim with additional detail. Facility shall assist Livingston EMS as needed in obtaining details regarding medical necessity. If the appeal is unsuccessful, Livingston EMS may bill Facility for the Transportation Service according to the rates listed on the attached Appendix A.

- c. For Transportation Services requested by Facility in order to effectuate a timely discharge of patients back to the community or to a next site of care, Livingston EMS may bill Facility according to the rates listed on Appendix A if the Transportation Service is unable to be billed to a governmental or third-party payor.

Within thirty (30) days of the end of each calendar month during the Term hereof, Livingston EMS shall deliver an invoice for all Transportation Services provided during such month for which Facility is responsible for payment. Each invoice shall set forth the aggregate amount due to Livingston EMS for all Transportation Services rendered during the previous month, together with the following information for each transport: date of service, level of service provided (e.g. ALS, BLS, etc.), origin and destination, evidence of insurance denying the claim and an unsuccessful appeal of the claim (where applicable), and such other information as Facility may reasonably request.

The rates offered in Appendix A are based on the Medicare Part B fee schedule and shall be automatically updated throughout the Term (including any renewal terms) to align with any changes or updates to the Medicare fee schedule from CMS.

## **ARTICLE V** **CONFIDENTIALITY; RECORDS; HIPAA**

5.1 Confidentiality. The parties agree to keep confidential the terms of this Agreement, and neither party shall disclose the terms, provisions, or other subject matter of this Agreement to third parties, unless expressly permitted by this Agreement, or otherwise required by applicable law or by order of a court or governmental agency with appropriate jurisdiction.

5.2 Availability of Records. Livingston EMS and Facility agree to make billing and medical records related to this Agreement available for inspection and/or audit, upon the reasonable request of the other party.

5.3 Patient Records. Livingston EMS shall retain all transfer records and other documentation for such period as may be required by applicable law, including, without limitation, the mandatory record retention periods under Medicare and Medicaid. Upon request, Livingston EMS agrees to provide such patient records and other documentation to the Secretary of Health and Human Services, the state Attorney General, or any other duly authorized governmental agency.

5.4 HIPAA Requirements. The parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. §1320d et. seq. (“HIPAA”) and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations set forth in 45 C.F.R. Parts 160 and 164 (the “Federal Privacy Regulations”), the federal security standards contained in 45 C.F.R Part 142 (the “Federal Security Regulations”), the federal standards for electronic transactions contained in 45 C.F.R. Parts 160, 162, together with all regulations promulgated thereunder, all collectively referred to herein as “HIPAA Requirements.” The parties agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. §1320d), except as permitted by the HIPAA Requirements. Facility and Livingston EMS acknowledge and agree that 45 C.F.R. §164.506(c)(3) expressly permits the sharing of Protected Health Information between covered entities in connection with the payment activities of the entity receiving such information, and nothing in this Agreement shall be construed as creating a “business associate” arrangement between the parties, as such term is defined under Federal Privacy Regulations.

**ARTICLE VI**  
**INDEMNIFICATION**

6 Indemnification. To the extent permitted by law, and without waiving governmental immunity or other immunity provided by law, each party shall defend, indemnify and hold harmless the other party, its board members, officers, employees, and agents from and against any costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and reasonable attorney fees, which may arise out of the indemnifying party's acts or omissions under this Agreement for which the indemnifying party would be liable in law or equity.

The indemnifying party shall keep the other reasonably apprised of the continuing status of the claim, including any proceedings resulting from it, and shall permit the other party, at its expense, to participate in the defense or settlement of the claim. When a claim is resolved by the indemnifying party's payment of money, it shall have final authority regarding defense and settlement. When a claim resolution requires equitable relief against the non-indemnifying party or the indemnifying party has not or will not pay the money required for resolution, the parties shall cooperate regarding defense and settlement.

**ARTICLE VII**  
**MISCELLANEOUS**

7.1 Compliance. Each party is responsible for compliance with all applicable laws, rules, regulations, or ordinances which may relate to its respective activities and responsibilities under this Agreement. The purpose of this Agreement is to enter into a commercially reasonable and fair market value arrangement for the provision of Transportation Services to patients in the community served by Facility and Livingston EMS. The parties in good faith believe that this Agreement fully complies with the provisions of 42 U.S.C. 1320a-7b (the "Antikickback Statute"). Neither Facility nor Livingston EMS are, by virtue of this Agreement or otherwise, willfully offering, paying, soliciting, or receiving remuneration in return for referring an individual to or from each other for the furnishing of any item or service reimbursed under the Medicare or other federal or state health care programs. Payment hereunder does not take into account the volume or value of any referrals or business otherwise generated between the parties for which payment may be made in whole or in part under Medicare or a state health care program.

7.2 Independent Contractors. Each party hereto, in performing their respective duties under this Agreement, shall be operating as an independent contractor; and nothing in this Agreement shall be deemed or construed in any manner as establishing a joint venture, partnership, association, franchisor/franchisee or other joint business relationship between the parties.

7.3 Incorporation of Appendices. The Appendices to this Agreement are hereby incorporated into this Agreement and made a part hereof.

7.4 Final Agreement; Amendments; Waivers. This Agreement represents the final agreement between the parties with respect to the subject matter hereto, and hereby supersedes all prior agreements, written or oral, between the parties with respect to the matters contained herein. No amendment, modification or waiver of this Agreement shall be valid, unless made in writing and duly executed by the parties hereto. The waiver of any provision of this Agreement in a single instance shall not constitute a permanent waiver of such provision or a waiver of any other provision herein.

7.5 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including the remaining provisions, shall remain in full force and effect as if such invalid or unenforceable provision had never been included.

7.6 Headings. The paragraph headings in this Agreement are inserted for convenience only and shall not be construed to limit or modify the scope of any provision of this Agreement.

7.7 Notices. Any notice required or permitted to be given pursuant to this Agreement shall be in writing signed by an authorized representative of the party giving such notice, and shall be delivered either in person, by certified or registered mail, return receipt requested, via facsimile (with answer back confirmation), or by Federal Express or other nationally recognized overnight courier service to the other parties at the addresses listed below:

If to Facility: Trinity Health Livingston Hospital  
620 Byron Rd.  
Howell, MI 48843  
Attention: President

If to Livingston EMS: Livingston County EMS  
1911 Tooley Road  
Howell, MI 48855-8703  
Attention: Dave Feldpausch

Each party may change its address for notices by delivering notice of such to the other party in accordance with this Section 7.6.

7.8 Assignment; Successors. Neither party may assign, delegate, or transfer this Agreement, or any of such party's rights or duties hereunder without the prior written consent of the other party hereto, which consent may be withheld by such party in its sole and absolute discretion. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective successors and permitted assigns.

7.9 No Third Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of the parties hereto, and to their respective successors and permitted assigns, and it is not the intention of the parties to confer any right to any third-party or to any person not expressly a party hereto or thereto.

7.10 Force Majeure. Neither Livingston EMS nor Facility shall be liable to perform its respective obligations under the Agreement when failure is caused by fire, explosion, water, act of God, civil disorder or disturbances, strikes, vandalism, war, riot, sabotage, weather and energy related closings, or like causes beyond the reasonable control of the party ("Force Majeure Event"). In the event that either party ceases to perform its obligations under this Agreement due to the occurrence of a Force Majeure Event, the party shall (a) as soon as practicable notify the other party in writing of the Force Majeure Event and its expected duration; (b) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible, including, as applicable, abiding by the disaster plan in place for the Facility. In the event that any Force Majeure Event delays a party's performance for than thirty (30) calendar days following notice by the delaying party pursuant to this Agreement, the other party may terminate this Agreement immediately upon written notice.

7.11 Further Assurances. Each party agrees that, upon request of the other, it shall from time to time execute and deliver to such other party all instruments and documents of further assurance or otherwise and shall do any and all acts and things as may be reasonably required to carry out the obligations of the parties hereunder.

7.12 Dispute Resolution. Livingston EMS and Facility will attempt to settle any claim or controversy arising from this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher level managers of the parties, if necessary.

7.9 Governing Law. This Agreement shall be governed in all respects by the laws of the State of Michigan, without regard to the conflict of laws principles thereof.


7.10 Counterparts. This Agreement may be executed by the parties hereto in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which shall constitute together but one and the same document.

**IN WITNESS WHEREOF**, the parties have caused this Transportation Services Agreement to be executed as of the date first set forth above.

**FACILITY:** Trinity Health Michigan d/b/a Trinity Health Livingston Hospital

By: \_\_\_\_\_  
Name: John O'Malley  
Title: President  
Date: \_\_\_\_\_

**LIVINGSTON COUNTY**

By:   
Name: Nathan Burd  
Title: County Administrator  
Date: 1/22/2024

APPROVED AS TO FORM FOR  
COUNTY OF LIVINGSTON:  
COHL, STOKER & TOSKEY, P.C.  
By: JENNIFER L. BLISS - 12/27/2023

EMS - TRINITY Health - ST JOES - Ambulance Services Agreement 11.28.23 - AGT jlb v1.docx

X:\WP\Contracts\Agreements\WORD Agts\EMS - TRINITY Health - ST JOES - Ambulance Services Agreement - 11.28.23 (JLB V1) - AGT.docx

**APPENDIX A**

**SCHEDULE OF PAYMENT RATES FOR TRANSPORTATION SERVICES**

This Appendix A is a part of that certain Transportation Services Agreement, dated January 22, 2024 by and between Trinity Health Livingston Hospital (Facility) and Livingston EMS. Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to such terms in the Agreement. In the event of a conflict between this Appendix and the Agreement, the provisions of this Appendix A shall control.

| <b>LEVEL OF CARE</b>       | <b>MEDICARE RATE</b> |
|----------------------------|----------------------|
| BLS Non Emergency (A0428)  | 269.33               |
| BLS Emergency (A0429)      | 430.93               |
| ALS1 Non Emergency (A0426) | 323.2                |
| ALS1 Emergency (A0427)     | 511.73               |
| ALS 2 (A0433)              | 740.67               |
| SCT (A0434)                | 875.34               |
| Mileage (A0425)            | 8.71                 |
| TNT (A0998)                | 0                    |
| Wait Time ½ Hour (A0420)   | 0                    |

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

**Resolution To Accept 2024 Grant Funding From The Department Of Licensing And Regulatory Affairs, Cannabis Regulatory Agency–Health Department**

**WHEREAS,** P.A. 166 of 2020 section 901 requires the Department of Licensing and Regulatory Affairs (LARA) to expend funds appropriated by the legislature for medical marihuana operation and oversight grants to counties for education, communication, and outreach programs; and

**WHEREAS,** grant money is distributed proportionally to each county based on the number of medical marihuana registry identification cards issued or renewed as of September 30, 2023; and

**WHEREAS,** This program is a continuation of efforts and funding available for education, communication and outreach activities in Livingston County. The 2024 county allotment is \$55,573 and request for this funding was submitted to LARA on December 20, 2023; and

**WHEREAS,** Livingston County Health Department will be the administrator of the grant and reporting requirements and recommends that the Board of Commissioners accept the grant funding.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby authorizes accepting the grant funding from LARA – Cannabis Regulatory Agency for activities for education, communication and outreach covering the period of January 1, 2024 to September 15, 2024 in an amount not to exceed \$55,573.

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

# # #

**MOVED:  
SECONDED:  
CARRIED:**

# Livingston County Grant Opportunity Form

Department Applying: Health Today's Date: 02/22/2024  
Department Contact Info:

Employee preparing application: Matt Bolang Employee who will manage program (if different): \_\_\_\_\_  
Phone Number: 6870 Phone Number: \_\_\_\_\_

Name of Grant Applying for: Medical Marihuana Operations & Oversight Grant-FY24

Awarding Agency Name: Department of Licensing and Regulatory Affairs

Please check appropriate line:

Federal \_\_\_\_\_ Federal Assistance Listing Number: \_\_\_\_\_

State: X

Other: \_\_\_\_\_

New Grant: \_\_\_\_\_ Recurring Grant: 2021  
Check One First Year Received

Short Description of the scope of the grant

The purpose of the Grant is to provide funding to counties to be used for education, communication, and outreach regarding the Michigan Medical Marihuana Act.

Start Date of Grant: 01/01/2024 End Date of Grant: 09/15/2024

Full Amount applying for:  
Annual (Year 1 Total) \$ 55,573.00

Multi-Year Total \$ \_\_\_\_\_ (All years combined)

Match Requirements (if applicable)

\_\_\_\_\_ Cash Match Requirement \$ \_\_\_\_\_

\_\_\_\_\_ In-Kind Match Requirement \$ \_\_\_\_\_

This grant is intended to fund the following (check all that apply)

X Personnel \$ 25,697.95

\_\_\_\_\_ Equipment \$ \_\_\_\_\_

X Supplies \$ 9,650.05

\_\_\_\_\_ Contractual Services \$ \_\_\_\_\_

\_\_\_\_\_ Capital Building/Equipment \$ \_\_\_\_\_

X Other (please note below) \$ 20,225.00

*advertising & training*

Signature of Applicant Department Head: Matt Bolang Digitally signed by Matt Bolang Date: 2024.02.22 09:44:12 -05'00' Date: \_\_\_\_\_

Fiscal Services Signature: [Signature] Date: 2/22/24





## LIVINGSTON COUNTY HEALTH DEPARTMENT

2300 East Grand River Avenue, Suite 102

Howell, Michigan 48843-7578

[www.lchd.org](http://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**

February 16, 2024

To: Livingston County Board of Commissioners

From: Matt Bolang

Re: Resolution for Medical Marijuana Grant

---

The attached resolution establishes the renewal of an annual agreement with the Department of Labor and Regulatory Affairs – Cannabis Regulatory Authority to provide education and outreach regarding the safety of medical marijuana. The attached grant proposal outlines activities and outcomes LCHD plans to pursue if awarded.

The maximum total amount funded is \$55,573 which is based on the number of medical marijuana licenses issued in Livingston County. This grant does not require any local match and will help support our continued efforts regarding substance abuse in the county.

I encourage you to approve this request. Please don't hesitate to contact me should you have any questions.

GRANT NO. 2024 MOOG LIVINGSTON COUNTY

GRANT BETWEEN  
THE STATE OF MICHIGAN  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
AND  
LIVINGSTON COUNTY

GRANTEE/ADDRESS:

Jay R. Drick  
Livingston County  
304 E Grand River 202  
Howell, MI 48843  
517-540-8725

GRANT ADMINISTRATOR/ADDRESS:

David Harns  
Cannabis Regulatory Agency – Public Relations  
Department of Licensing and Regulatory Affairs  
2407 N. Grand River Avenue  
P.O. Box 30205  
Lansing, MI 48909  
Office Number: 517-243-5469  
Email: [CRA-MOOG@michigan.gov](mailto:CRA-MOOG@michigan.gov)

GRANT PERIOD:

From January 1, 2024 to September 15, 2024

TOTAL AUTHORIZED BUDGET: \$55,573

Federal Contribution: \$  
State Contribution: \$55,573  
Local Contribution: \$  
Other Contributions: \$

SIGMA Vendor I.D.: CV0048182  
SIGMA Payment Address Code: 003

ACCOUNTING DETAIL:

Accounting Template No.: 6411113T025

## GRANT

This is Grant # 2024 MOOG LIVINGSTON COUNTY between the Department of Licensing and Regulatory Affairs (Grantor), and Livingston County (Grantee), subject to terms and conditions of this grant agreement (Agreement).

### 1.0 Statement of Purpose

The Michigan Medical Marihuana Operation and Oversight Grant to Counties is provided for in the Michigan Medical Marihuana Act, MCL 333.26421 et seq. The purpose of the Grant is to provide funding to counties to be used for education, communication, and outreach regarding the Michigan Medical Marihuana Act.

### 1.1 Statement of Work

The Grantee agrees to undertake, perform, and complete the services that are more specifically described in the Grantee's Proposal, Attachment A.

### 1.2 Detailed Budget

- A. This Agreement does not commit the State of Michigan (State) or the Department of Licensing and Regulatory Affairs (LARA) to approve requests for additional funds at any time.
- B. Attachment B is the Budget. The Grantee agrees that all funds shown in the Budget are to be spent as detailed in the Budget.
- C. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, Attachment C, without the prior written consent of the Grant Administrator.

**Budget Adjustment.** Changes in the Budget of less than 5% of the total line item amount, or \$2,000 (whichever is greater) do not require prior written approval, but Grantee must provide a revised budget to the Grant Administrator for approval.

**Budget Amendment.** Cumulative changes in the Budget equal to or greater than 5% of the total line item amount, or \$2,000 (whichever is greater), will be allowed only upon prior review and written approval by the Grant Administrator. A formal grant amendment must be signed by the Michigan Marijuana Regulatory Agency (Grantor) and the Grantee.

### 1.3 Payment Schedule

The maximum amount of grant assistance offered is \$55,573. Progress payments up to a total of 85% of the Total Authorized Budget may be made upon submission of a Grantee request indicating grant funds received to date, project expenditures to date (supported with computer

printouts of accounts, general ledger sheets, balance sheets, etc.), and objectives completed to date. Backup documentation such as computer printouts of accounts, ledger sheets, check copies, etc. shall be maintained for audit purposes in order to comply with this Agreement. The payment of the final 15% of the grant amount shall be made after completion of the project and after the Grant Administrator has received and approved a final report, if applicable. The final payment is also contingent upon the submission of a final invoice that includes expenditures of grant funds reported by line item and compared to the approved Budget.

Public Act 279 of 1984 states that the state shall take all steps necessary to assure that payment for goods or services, is mailed within 45 days after receipt of the goods or services, a complete invoice for goods or services, or a complete contract for goods or services, whichever is later.

#### **1.4 Monitoring and Reporting Program Performance**

- A. Monitoring. The Grantee shall monitor performance to assure that time schedules are being met and projected work by time period is being accomplished.
- B. **Performance Reports.** The Grantee shall submit to the Grant Administrator performance reports that briefly present the following information:
  - 1. Percent of completion of the project objectives. This should include a brief outline of the work accomplished during the reporting period and the work to be completed during the subsequent reporting period.
  - 2. A breakdown of the expenses that occurred within the reporting period along with supporting documentation that the expenses to be reimbursed were incurred by the county department.
  - 3. Brief description of problems or delays, real or anticipated, which should be brought to the attention of the Grant Administrator.
  - 4. Statement concerning any significant deviation from previously agreed-upon Statement of Work.
  - 5. **Performance Reports must be submitted by July 15, 2024 and September 15, 2024.** Further, the Department of Licensing and Regulatory Affairs has provided a Financial Status Report (FSR) form that is to be completed with each report submission. Please do not create your own form or use a form from past years. The 2024 FSR has been updated to calculate monies spent and percentages used for the reporting period. If you do not have a 2024 FSR, please ask the MOOG Team to send you one.
  - 6. The Performance Reports and FSRs must be submitted even if there are zero dollars spent.
- C. A Final Report is required. The Grantee will do the following:
  - 1. The Grantee shall submit 1 final electronic copy of the report to the Grant Administrator **no later** than September 15, 2024.

2. The final report will include the following information:
  - a. A summary of the project implementation plan and any deviations from the original project as proposed.
  - b. Accomplishments and problems experienced while carrying out the project activities.
  - c. Coordinated efforts with other organizations to complete the project.
  - d. Impacts, anticipated and unanticipated, experienced as a result of the project implementation.
  - e. Financial expenditures of grant money and other contributions to the project, in-kind and/or direct funding.
  - f. Any experience in applying the project products and anticipated “next steps”.
  - g. Actual Budget expenditures compared to the Budget in this Agreement. Include the basis or reason for any discrepancies.
3. The final report may be combined with the September 15, 2024 report provided that it includes all of the data requested in Sections 1.4(B) and 1.4 (C).

## PART II - GENERAL PROVISIONS

### 2.1 Project Changes

Grantee must obtain **prior** written approval for project changes from the Grant Administrator. **See Section 1.2, Detailed Budget.**

### 2.2 Delegation

Grantee may not delegate any of its obligations under the Grant without the prior written approval of the State. Grantee must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Grantee must: (a) be the sole point of contact regarding all contractual project matters, including payment and charges for all Grant Activities; (b) make all payments to the subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with a subgrantee. Grantee remains responsible for the completion of the Grant Activities, compliance with the terms of this Grant, and the acts and omissions of the subgrantee. The State, in its sole discretion, may require the replacement of any subgrantee.

### 2.3 Project Income

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be remitted to the Grantor. All other program income shall either be added to the project budget and used to further eligible program objectives or deducted from the total program budget for the purpose of determining the amount of reimbursable costs. The final determination shall be made by the Grant Administrator.

### 2.4 Share-in-savings

The Grantor expects to share in any cost savings realized by the Grantee. Therefore, final Grantee reimbursement will be based on actual expenditures. Exceptions to this requirement must be approved in writing by the Grant Administrator.

### 2.5 Order of Spending

Unless otherwise required, Grantee shall expend funds in the following order: (1) private or local funds, (2) federal funds, and (3) state funds. Grantee is responsible for securing any required matching funds from sources other than the State.

### 2.6 Purchase of Equipment

The purchase of equipment not specifically listed in the Budget, Attachment B, must have prior written approval of the Grant Administrator. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by the Grantee unless otherwise specified at the time of approval.

## **2.7 Accounting**

The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

## **2.8 Records Maintenance, Inspection, Examination, and Audit**

The State or its designee may audit Grantee to verify compliance with this Grant. Grantee must retain, and provide to the State or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant Activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Grant must be paid or refunded within 45 calendar days.

This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

If the Grantee is a governmental or non-profit organization and expends the minimum level specified in OMB Uniform Guidance (\$750,000 as of December 26, 2013) or more in total federal funds in its fiscal year, then Grantee is required to submit an Audit Report to the Federal Audit Clearinghouse (FAC) as required in 200.36.

## **2.9 Competitive Bidding**

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

### **3.0 Liability**

The State is not liable for any costs incurred by the Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the grant amount.

### **3.1 Intellectual Property**

Unless otherwise required by law, all intellectual property developed using funds from this Agreement, including copyright, patent, trademark and trade secret, shall belong to the Grantee.

### **3.2 Safety**

The Grantee, and all subgrantees are responsible for insuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, and every subgrantee are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

### **3.3 General Indemnification**

Inasmuch as each party to this grant is a governmental entity of the State of Michigan, each party to this grant must seek its own legal representation and bear its own costs; including judgments, in any litigation which may arise from the performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

### **3.4 Termination**

#### **A. Termination for Cause**

The State may terminate this Grant for cause, in whole or in part, if Grantee, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Grant will not be construed to mean that other breaches are not material.

If the State terminates this Grant under this Section, the State will issue a termination notice specifying whether Grantee must: (a) cease performance



immediately, or (b) continue to perform for a specified period. If it is later determined that Grantee was not in breach of the Grant, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Subsection B, Termination for Convenience.

The State will only pay for amounts due to Grantee for Grant Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Grantee for the State's reasonable costs in terminating this Grant. The Grantee must pay all reasonable costs incurred by the State in terminating this Grant for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Grant Activities from other sources.

**B. Termination for Convenience**

The State may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If the State terminates this Grant for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Grant Responsibilities.

**3.5 Conflicts and Ethics**

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (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 the Grant. Grantee must immediately notify the State of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

No member of the Legislature or Judiciary of the State of Michigan or any individual employed by the State will be permitted to share in this Agreement, or any benefit that arises from this Agreement.

### **3.6 Non-Discrimination**

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, 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. Breach of this covenant is a material breach of this Grant.

### **3.7 Unfair Labor Practices**

Under MCL 423.324, the State may void any Grant with a Grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

### **3.8 Force Majeure**

Neither party will be in breach of this Grant because of any failure arising from any disaster or acts of God that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees. If immediate performance is necessary to ensure public health and safety, the State may immediately Grant with a third party.

### **3.9 Media Releases**

News releases (including promotional literature and commercial advertisements) pertaining to the Grant or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

### **4.0 Website Incorporation**

The State is not bound by any content on Grantee's website unless expressly incorporated directly into this Grant.

### **4.1 Certification Regarding Debarment**

The Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or State department or agency. If the Grantee is unable to certify to any portion of this statement, the Grantee shall attach an explanation to this Agreement.

## 4.2 Illegal Influence

The Grantee certifies, to the best of his or her knowledge and belief that:

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Grantee certifies, to the best of his or her knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

## 4.3 Governing Law

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

#### **4.4 Compliance with Laws**

Grantee must comply with all federal, state and local laws, rules and regulations.

#### **4.5 Disclosure of Litigation, or Other Proceeding**

Grantee must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Grantee, a subgrantee, or an officer or director of Grantee or subgrantee, that arises during the term of the Grant, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) 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 (e) a Proceeding involving any license that Grantee is required to possess in order to perform under this Grant.

#### **4.6 Assignment**

Grantee may not assign this Grant to any other party without the prior approval of the State. Upon notice to Grantee, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If the State determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Grant.

#### **4.7 Entire Grant and Modification**

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant Activities. This Grant may not be amended except by signed agreement between the parties.

#### **4.8 Grantee Relationship**

Grantee assumes all rights, obligations and liabilities set forth in this Grant. Grantee, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee, and not the State, is responsible for the payment of wages, benefits and taxes of Grantee's employees and any subgrantees. Prior performance does not modify Grantee's status as an independent Grantee.

#### **4.9 Dispute Resolution**

The parties will endeavor to resolve any Grant dispute in accordance with this provision. The dispute will be referred to the parties' respective Grant Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being

resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Grant.

## **5.0 Severability**

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

## **5.1 Waiver**

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

***SIGNATURES APPEAR ON THE FOLLOWING PAGE***

**5.2 Signatories**

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.

\_\_\_\_\_  
Laura Kwiecien, Division Director  
Procurement & Administration Division  
Bureau of Finance and Administrative Services  
Department of Licensing and Regulatory Affairs  
State of Michigan

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jay R. Drick  
Board of Commissioners Chair  
Livingston County

\_\_\_\_\_  
Date

GRANT NO. 2024 MOOG LIVINGSTON COUNTY



## **Marihuana Operation and Oversight Grants 2024 Grant Application Information and Instructions**

1. The Michigan Legislature has appropriated a total of \$3 million dollars for the Marihuana Operation and Oversight Grants. These grants, which are available to Michigan counties, will only be approved by the Department of Licensing and Regulatory Affairs, Cannabis Regulatory Agency for **education and outreach programs** relating to the Michigan medical marihuana program and the adult-use marihuana program, pursuant to section 6(1) of the Michigan Medical Marihuana Act, 2008 IL 1, MCL 333.26426, and section 14 of the Michigan Regulation and Taxation of Marihuana Act, 2018 IL 1, MCL 333.27946. Grants provided under this section must not be used for law enforcement purposes.
2. The completed Marihuana Operation and Oversight grant application must be received by email no later than **January 1, 2024 at 11:59pm** at the following email address: [CRA-MOOG@michigan.gov](mailto:CRA-MOOG@michigan.gov).
3. The amount of funds available to each county are posted on the Cannabis Regulatory Agency website. The potential grant amounts available are calculated based on the proportion of the number of registry identification cards issued or renewed in the county as of **September 30, 2023**.
4. The county must submit **financial status reports** to the Department of Licensing and Regulatory Affairs on or before **July 15, 2024**, and on or before **September 15, 2024**.
5. On or before **September 15, 2024**, in addition to the financial status report that is due on this date, a **final report** must also be submitted detailing how the total grant was expended. The final report should include:
  - A summary of the project implementation plan and any deviations from the original project as proposed.
  - Accomplishments and problems experienced while carrying out the project activities.
  - Coordinated efforts with other organizations to complete the project.
  - Impacts, anticipated and unanticipated, experienced as a result of the project implementation.
  - Financial expenditures of grant money and other contributions to the project, in-kind and/or direct funding.
  - Any experience in applying the project products and anticipated “next steps.”
  - Actual budget expenditures compared to the budget in the agreement and the reason for any discrepancies.
6. Applicants must be EFT compliant and if they have not already, obtain a SIGMA Vendor Customer ID number. SIGMA Vendor information can be obtained at the following website:  
<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>

Questions regarding the Marihuana Operation and Oversight Grants are to be directed to the Department of Licensing and Regulatory Affairs, Cannabis Regulatory Agency at [CRA-MOOG@michigan.gov](mailto:CRA-MOOG@michigan.gov).



**2024 Grant Application**

Authority: Michigan Medical Marihuana Act  
2008 IL 1, Section 6(l), MCL 333.26426

This application must be submitted to the Cannabis Regulatory Agency via email on or before 11:59pm on **January 1, 2024**.

Email completed application to: [CRA-MOOG@michigan.gov](mailto:CRA-MOOG@michigan.gov)

**Section I: Grant Applicant Information**

Livingston County

Applicant (County Name)

CV0048182

SIGMA Vendor Customer ID No.

003

Mail Code

**Section II: Grant Administrator Information**

Hilery Spicer

Name

304 E Grand River

Address

517.540.8725

Area Code/Telephone Number

Suite 202

Suite/Room

Acting Financial Officer

Title

Howell

City

hspicer@livgov.com

Email Address

48843

Zip Code

**Section III: Description of Grant Program**

Funds must be used for education and outreach programs regarding Michigan Medical Marihuana Act, 2008 IL 1, MCL 333.26421 to 333.26430 and the Michigan Regulation and Taxation of Marihuana Act, 2018, IL 1, MCL 333.27951 to 333.27967. On county letterhead, submit your proposal that includes the items listed below:

- Describe the project(s) for which funds are requested with an implementation plan.
- Describe the impact these funds will have on the community and what you hope to accomplish.
- Explain how funds will be used to coordinate efforts with other agencies, and/or how these funds will be combined with other funding to complete the project, if necessary.
- Explain anticipated outcomes that will result from this grant.





**Section III: Description of Grant Program (Cont'd.)**

Submit a detailed budget (template attached) showing how the requested funds will be expended.

- Counties should construct their budget carefully, as budget amendments/adjustments need to be submitted/approved *prior* to spending.
- Counties should continually review their spending to ensure they have enough money within the line item from which they are spending.
- While there is no technical end date to this grant, it is **required** that all spending be stopped with enough time remaining for counties to submit their final reimbursement requests and final reports by September 15, 2024.

**Section IV: Certification**

I certify and agree to report how the grant was expended and to provide a report to the Department of Licensing and Regulatory Affairs, Cannabis Regulatory Agency, no later than September 15, 2024. Due to Legislative requirements, the September 15<sup>th</sup> due date will be **strictly** enforced. By signing below, I also agree to meet and follow the statutory provisions in which this program was established pursuant to Section 901 of 2022 PA 166.

Signature of County Grant Administrator (Original Signature Required)

**Acting Financial Officer**

Title of County Grant Administrator

12/20/23

Date

517.540.8725

Telephone

**Contact Information for Person Submitting Application**

**Matt Bolang**

Name

**mbolang@livgov.com**

Email Address

**Health Officer**

Title

517-552-6870

Telephone

**Additional Contacts**

**Joel French-Santure, Financial Services Coordinator**

Name

JFrench-Santure@livgov.com

Email Address

517-552-6805

Telephone

**Tess Kilian, Health Promotion Coordinator**

Name

TKilian@livgov.com

Email Address

517-552-6878

Telephone



## LIVINGSTON COUNTY HEALTH DEPARTMENT

2300 East Grand River Avenue, Suite 102

Howell, Michigan 48843-7578

[www.lchd.org](http://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

## Livingston County Health Department Marihuana Operation and Oversight Grant 2024 Grant Proposal

Livingston County Health Department (LCHD) is pleased to apply for the 2024 Medical Marihuana Operation and Oversight Grant. We appreciate the opportunity to carry out this work focused on education, communication, and outreach. Last year, we were able to use this grant funding to form a partnership with Washtenaw County Health Department and host a joint Cannabis in Practice webinar series for local health care and social service providers. With continued funding in 2024, LCHD will be able to further expand partnerships and create additional opportunities for Livingston County residents to access our educational materials.

### Background

LCHD serves nearly 193,866 community members in rural and suburban settings according to the 2020 Census. Located in Southeast Michigan, Livingston County is bordered by Washtenaw County (Ann Arbor) to the South and Genesee County (Flint) and Shiawassee County to the North. It is bordered by Oakland County on the East and Ingham County (Lansing) on the West. The 193,866 residents are projected by the Southeast Michigan Council of Governments (SEMCOG) to grow to 238,137 by 2050.

LCHD's mission is to protect, preserve, and promote the health and safety of the people of Livingston County. Our vision is that Livingston County will be a safe and healthy community where all people realize their fullest health potential and live enriched and productive lives.

It stands that this project directly aligns with our Strategic Plan and top priorities, including increasing public visibility and awareness, enhancing collaborative partnerships, and achieving financial sustainability. Our Community Health Improvement Plan further supports this project as it addresses strategic issue areas relevant to this topic, particularly those around health education/promotion, communication, mental health, and substance abuse.

### Project Description

LCHD plans to build on the work completed in previous grant cycles while simultaneously exploring new opportunities for education, communication, and outreach. Our key strategies will include hosting outreach events, developing messaging campaigns and educational opportunities, and collaborating with stakeholders to develop and distribute program materials.

LCHD will again collaborate with Washtenaw County Health Department (WCHD) to provide a virtual webinar series on various marijuana topics for healthcare providers. The 2024 Cannabis in Practice webinar series will build on previous years' events and, if possible, include new topics related to marijuana to expand the knowledge of local healthcare providers surrounding marijuana. In 2023, this webinar series was promoted in coordination with the Washtenaw Medical Society and Livingston Physician Organization, a collaboration which LCHD and WCHD seek to continue in 2024. In the hope of increasing interest in and attendance of the webinar series, LCHD and WCHD aim to provide continuing

education credits (CEUs) to professionals who attend the webinar series. Partnerships with organizations such as the Michigan Chapter of the National Association of Social workers and others will assist in accomplishing this goal.

As a continuation of previous grant cycles, LCHD will develop a messaging campaign to increase awareness and knowledge of key topics related to marijuana use, including safe use, safe storage, and the potential harms of misuse of marijuana. LCHD will continue to collaborate with various community partners to gather feedback to assist in appropriately gearing messaging toward Livingston County residents. Similar to previous grant cycles, LCHD plans to utilize billboard advertisements, fact sheets/infographics, and social media posts, among other formats, to distribute messaging.

LCHD also plans to promote risk reduction by disseminating marijuana lock bags for the safe storage of marijuana. An educational insert, developed with input from local partners, will be included in the lock bags. LCHD will collaborate with community partners, including those part of the local Human Services Collaborative Body (HSCB) Substance Use Disorder (SUD) Workgroup, to distribute the lock bags to the community through their agencies.

New for the 2024 grant cycle, a marijuana webpage will be created on LCHD's website ([www.LCHD.org](http://www.LCHD.org)). This webpage will include information about safe storage, safe use, and the potential harms of misusing marijuana. The webpage will also house the past and future educational materials developed as a part of LCHD's messaging campaign. Links to previous years' Cannabis in Practice webinar series recordings will also be available on the webpage. LCHD plans to utilize the expertise of community partners, such as the HSCB SUD Workgroup to gain feedback on the webpage and assistance in promoting it to the Livingston County community.

Also new for 2024, LCHD plans to organize and host a community resource fair related to substance use disorder prevention, treatment, and recovery, including marijuana. A community event, this resource fair will provide information and resources regarding substance use to community members in Livingston County, and will have food trucks, activities, and giveaways available. LCHD plans to invite local substance use prevention, treatment, and recovery providers to assist in organizing and promoting the fair. These organizations will also be invited to staff tables at the resource fair to promote their services related to substance use to the community.

## Implementation Plan

**Goal 1:** Develop and launch messaging campaigns to increase awareness and knowledge related to the safe use of marijuana, the potential harms of misuse or underage use, and the importance of safe storage.

**Objectives:**

- By March 15, 2024, identify three priority topics for messaging in Livingston County in coordination with the Substance Use Disorder Workgroup.
- Develop campaign messaging and design drafts in various formats including, but not limited to, social media posts, infographics, and billboard advertisements by April 15, 2024.
- Gather feedback from the Substance Use Disorder Workgroup regarding campaign materials by May 8, 2024.
- Finalize messaging campaign materials by May 15, 2024.
- Order printed messaging campaign materials by May 20, 2024.
- Obtain three billboard estimates and choose billboard vendor by May 31, 2024.
- By July 31, 2024, begin disseminating finalized campaign materials to Livingston County residents through website, social media, print, billboards, etc.

**Goal 2:** Hold a community resource fair related to substance use disorder prevention, treatment, and recovery, including marijuana.

**Objectives:**

- Collaborate with the City of Howell Downtown Development Authority to confirm a date for the resource fair by March 15, 2024.

- Complete registration of resource fair vendors working in substance use disorder prevention, treatment, and recovery by April 30, 2024.
- By April 30, 2024, create flyers and social media posts to be used to promote the resource fair.
- Beginning four weeks prior to the resource fair, promote the resource fair to the Livingston County community with community partners through email blasts, social media, and printed flyers.
- Host the community resource fair in coordination with community partners and the City of Howell Downtown Development Authority by June 30, 2024.

**Goal 3:** Create a webpage to hold educational resources regarding marijuana.

**Objectives:**

- Draft an informational marijuana webpage on Livingston County’s website by April 15, 2024.
- Gather feedback from the Substance Use Disorder Workgroup regarding the webpage’s design by May 8, 2024.
- Finalize the webpage design and content by May 15, 2024.
- By June 1, 2024, begin promoting the finalized webpage to the Livingston County community by including the web address on messaging campaign materials and flyers promoting the planned webinar series and resource fair.

**Goal 4:** Facilitate a Cannabis in Practice webinar series for health and human service professionals in collaboration with Washtenaw County Health Department.

**Objectives:**

- Complete a webinar series planning meeting with Washtenaw County Health Department at least once per month, beginning in March 2024 and ending in August 2024.
- Determine potential subject matter experts to present at the webinar series by attending the 5<sup>th</sup> Annual Teaching Cannabis Awareness & Prevention Virtual Conference on April 17 and April 18, 2024.
- Recruit subject matter experts to present at the webinar series by May 31, 2024.
- By May 31, 2024, partner with local medical societies and healthcare organizations to assist in promoting the webinar series.
- By June 30, 2024, collaborate with community partners to offer continuing education credits for webinar attendees.
- In coordination with partners, promote the webinar series to health and human service professionals through email blasts, social media, and Washtenaw County Health Department’s and Livingston County health Department’s marijuana webpages from six weeks prior to the start of the webinar series through the completion of the webinar series.
- In coordination with Washtenaw County Health Department, facilitate all webinars in the webinar series by August 15, 2024.

**Goal 5:** Reduce the risk of harm from accidental ingestion of marijuana by promoting the safe storage of marijuana.

**Objectives:**

- From a list of marijuana lock bag vendors used by other local health departments, select a vendor for the purchase of lock bags by March 31, 2024.
- Order 325 marijuana lock bags by April 15, 2024.
- By April 15, 2024, develop an educational insert related to the importance of safely storing marijuana.
- Gather feedback from community partners regarding the educational insert design by May 8, 2024.
- Finalize the educational insert design by May 15, 2024.
- Order printed educational inserts by May 20, 2024.
- Beginning June 1, 2024, disseminate lock bags and educational inserts at the resource fair and through local partners until September 15, 2024, or supplies last.

## Coordination with Other Agencies

LCHD will carry out the majority of work and services of the proposed project but will leverage the support and collaboration of key partners and community organizations to shape and carry out the work to the maximum local benefit. Potential partners include Washtenaw County Health Department (WCHD), who LCHD collaborated with in the 2023 project year to co-host the Cannabis in Practice webinar series. Once funding is confirmed, additional webinar partners will be invited to collaborate on the project, including the area health care providers, local and national experts, Washtenaw County Medical Society, Livingston Physician Organization, and other professional organizations.

LCHD also plans to collaborate with a variety of local service providers and community partners, including the HSCB SUD Workgroup and their member agencies, to disseminate materials, messages, lock bags, and to participate in and assist in planning and promoting the proposed resource fair. These partners will also provide feedback on the content of the materials for LCHD's marijuana messaging campaign.

## Combination with Other Funding

LCHD is not proposing to combine the requested funding with other sources of funding. Existing staff will dedicate portions of their time to the project and have the skills and capacity to accomplish the goals outlined within this proposal.

## Community Impact

LCHD anticipates the impact of this grant to be a safer and healthier community by increasing Livingston County residents' knowledge of the safe use of marijuana, the potential harms of misuse or underage use, and the importance of safe storage. These efforts are expected to reduce harm due to marijuana misuse in Livingston County.

## Outcomes and Evaluation

### **Increased awareness and knowledge related to marijuana use**

The proposed project will increase knowledge and awareness related to the safe use of marijuana, the potential harms of misuse or underage use, and the importance of safe storage. To measure this, LCHD will use post-intervention evaluations at planned events targeting health and human service professionals and the other community members as events or engagements allow.

### **Increased availability of and access to reliable information**

The work outlined in this proposal will lead to more educational resources and information for a range of audiences, including youth, adult users, parents, pregnant or breastfeeding moms, health care providers, and human service professionals. These outcomes will be measured through tracking the number of educational materials disseminated, advertising impressions, social media interactions, and relevant website analytics to quantify the availability of materials and information in the community.

### **Increased partnerships between LCHD and local organizations who are impacted by marijuana use**

Through this proposed project, LCHD will have the resources necessary to connect with more health and human service professionals/organizations. Building and sustaining such relationships is essential to increasing the availability of and access to reliable information. Partnerships will be measured through a record of new partnerships formed and documentation of any collaborative work that results.

## Budget


A detailed budget is attached for a request of \$55,573.



**24 Marijuana Operation and Oversight Grant  
Budget to be submitted with application**

|                       |                                                |
|-----------------------|------------------------------------------------|
| County Agency Name    | <u>Livingston County Health Department</u>     |
| Street Address        | <u>2300 East Grant River Avenue, Suite 102</u> |
| City, State, Zip Code | <u>Howell, MI 48843</u>                        |

| Line Items<br>(Use suggested line items or personalize to fit actual) | Budget             |
|-----------------------------------------------------------------------|--------------------|
| Wages                                                                 | \$18,021.00        |
| Fringe Benefits                                                       | \$7,676.95         |
| Advertising                                                           | \$15,350.00        |
| Supplies                                                              | \$8,650.05         |
| Printing                                                              | \$1,000.00         |
| Conference Speakers                                                   | \$4,500.00         |
| Staff Training                                                        | \$375.00           |
|                                                                       |                    |
|                                                                       |                    |
| <b>TOTAL</b>                                                          | <b>\$55,573.00</b> |

|                        |                                                                                     |
|------------------------|-------------------------------------------------------------------------------------|
| <b>County Approval</b> |  |
| Authorized Signature   | <u>Hilery Spicer Acting Financial Officer</u>                                       |
| Print Name of Signer   | <u>Hilery Spicer Acting Financial Officer</u>                                       |
| Contact Person Name    | <u>Matt Bolang</u>                                                                  |

|                                                                        |                                                                                     |
|------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| <b>LARA/CRA Approval</b>                                               |  |
| David Harns, Manager<br>Public Relations<br>Cannabis Regulatory Agency | E-SIGNED by David Harns<br>on 2024-01-16 16:21:42 EST                               |

**Important Notes:**  
Budget amendments/adjustments need to be submitted/approved *prior* to spending.  
Counties must watch their spending to ensure they have enough money within the line-item from which they are spending.

**DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET,  
VEHICLE AND TRAVEL SERVICES  
SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES  
Effective January 1, 2024**

**MICHIGAN SELECT CITIES\***

|           | <b>Individual</b> | <b>Group Meeting<br/>(pre-arranged and approved)</b> |
|-----------|-------------------|------------------------------------------------------|
| Lodging** | \$85.00           |                                                      |
| Breakfast | \$11.75           | \$14.75                                              |
| Lunch     | \$11.75           | \$14.75                                              |
| Dinner    | \$28.00           | \$31.00                                              |

**MICHIGAN IN-STATE ALL OTHER**

|                       | <b>Individual</b> | <b>Group Meeting<br/>(pre-arranged and approved)</b> |
|-----------------------|-------------------|------------------------------------------------------|
| Lodging**             | \$85.00           |                                                      |
| Breakfast             | \$9.75            | \$12.75                                              |
| Lunch                 | \$9.75            | \$12.75                                              |
| Dinner                | \$22.00           | \$25.00                                              |
| <br>                  |                   |                                                      |
| Lodging               | \$51.00           |                                                      |
| Breakfast             | \$9.75            |                                                      |
| Lunch                 | \$9.75            |                                                      |
| Dinner                | \$22.00           |                                                      |
| <b>Per Diem Total</b> | <b>\$92.50</b>    |                                                      |

**OUT-OF-STATE SELECT CITIES\***

|           | <b>Individual</b>     | <b>Group Meeting<br/>(pre-arranged and approved)</b> |
|-----------|-----------------------|------------------------------------------------------|
| Lodging** | Contact Conlin Travel |                                                      |
| Breakfast | \$15.00               | \$18.00                                              |
| Lunch     | \$15.00               | \$18.00                                              |
| Dinner    | \$29.00               | \$32.00                                              |

**OUT-OF-STATE ALL OTHER**

|                       | <b>Individual</b>     | <b>Group Meeting<br/>(pre-arranged and approved)</b> |
|-----------------------|-----------------------|------------------------------------------------------|
| Lodging**             | Contact Conlin Travel |                                                      |
| Breakfast             | \$11.75               | \$14.75                                              |
| Lunch                 | \$11.75               | \$14.75                                              |
| Dinner                | \$27.00               | \$30.00                                              |
| <br>                  |                       |                                                      |
| Lodging               | \$51.00               |                                                      |
| Breakfast             | \$11.75               |                                                      |
| Lunch                 | \$11.75               |                                                      |
| Dinner                | \$27.00               |                                                      |
| <b>Per Diem Total</b> | <b>\$101.50</b>       |                                                      |

Incidental Costs Per Day (with overnight stay) \$5.00

|                      |                  |
|----------------------|------------------|
| <b>Mileage Rates</b> | <b>Current</b>   |
| Premium Rate         | \$0.67 per mile  |
| Standard Rate        | \$0.440 per mile |

\* See Select Cities Listing

\*\* Lodging available at State rate, or call Conlin Travel at 877-654-2179 or [www.conlintravelhub.com/som](http://www.conlintravelhub.com/som)

**SELECT CITY LIST**  
**SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES**  
**Effective October 1, 2023**

| <b>Michigan Select Cities/Counties</b>     |                                                                                                                                                                                                                                           |                                         |
|--------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
|                                            | <b>CITIES</b>                                                                                                                                                                                                                             | <b>COUNTIES</b>                         |
|                                            | Ann Arbor, Auburn Hills, Beaver Island, Detroit, Grand Rapids, Holland, Leland, Mackinac Island, Petoskey, Pontiac, South Haven, Traverse City                                                                                            | Grand Traverse, Oakland, Wayne          |
| <b>Out of State Select Cities/Counties</b> |                                                                                                                                                                                                                                           |                                         |
| <b>STATE</b>                               | <b>CITIES</b>                                                                                                                                                                                                                             | <b>COUNTIES</b>                         |
| <b>Alaska</b>                              | All locations                                                                                                                                                                                                                             |                                         |
| <b>Arizona</b>                             | Phoenix, Scottsdale, Sedona                                                                                                                                                                                                               |                                         |
| <b>California</b>                          | Arcata, Edwards AFB, Eureka, Los Angeles, Mammoth Lakes, McKinleyville, Mill Valley, Monterey, Novato, Palm Springs, San Diego, San Francisco, San Rafael, Santa Barbara, Santa Monica, South Lake Tahoe, Truckee, Yosemite National Park | Los Angeles, Mendocino, Orange, Ventura |
| <b>Colorado</b>                            | Aspen, Breckenridge, Grand Lake, Silverthorne, Steamboat Springs, Telluride, Vail                                                                                                                                                         |                                         |
| <b>Connecticut</b>                         | Bridgeport, Danbury                                                                                                                                                                                                                       |                                         |
| <b>District of Columbia</b>                | Washington DC (See also Maryland & Virginia)                                                                                                                                                                                              |                                         |
| <b>Florida</b>                             | Boca Raton, Delray Beach, Ft Lauderdale, Jupiter, Key West, Miami                                                                                                                                                                         |                                         |
| <b>Georgia</b>                             | Brunswick, Jekyll Island                                                                                                                                                                                                                  |                                         |
| <b>Hawaii</b>                              | All locations                                                                                                                                                                                                                             |                                         |
| <b>Idaho</b>                               | Ketchum, Sun Valley                                                                                                                                                                                                                       |                                         |
| <b>Illinois</b>                            | Chicago                                                                                                                                                                                                                                   | Cook, Lake                              |
| <b>Kentucky</b>                            | Kenton                                                                                                                                                                                                                                    |                                         |
| <b>Louisiana</b>                           | New Orleans                                                                                                                                                                                                                               |                                         |
| <b>Maine</b>                               | Bar Harbor, Kennebunk, Kittery, Rockport, Sandford                                                                                                                                                                                        |                                         |
| <b>Maryland</b>                            | Baltimore City, Ocean City                                                                                                                                                                                                                | Montgomery, Prince George               |
| <b>Massachusetts</b>                       | Boston, Burlington, Cambridge, Martha's Vineyard, Woburn                                                                                                                                                                                  | Suffolk                                 |
| <b>Minnesota</b>                           | Duluth, Minneapolis, St. Paul                                                                                                                                                                                                             | Hennepin, Ramsey                        |
| <b>Nevada</b>                              | Las Vegas                                                                                                                                                                                                                                 |                                         |
| <b>New Mexico</b>                          | Santa Fe                                                                                                                                                                                                                                  |                                         |
| <b>New York</b>                            | Bronx, Brooklyn, Lake Placid, Manhattan, Melville, New Rochelle, Queens, Riverhead, Ronkonkoma, Staten Island, Tarrytown, White Plains                                                                                                    | Suffolk                                 |
| <b>Ohio</b>                                | Cincinnati                                                                                                                                                                                                                                |                                         |
| <b>Pennsylvania</b>                        | Pittsburgh                                                                                                                                                                                                                                | Bucks                                   |
| <b>Puerto Rico</b>                         | All locations                                                                                                                                                                                                                             |                                         |
| <b>Rhode Island</b>                        | Bristol, Jamestown, Middletown, Newport, Providence                                                                                                                                                                                       | Newport                                 |
| <b>Texas</b>                               | Austin, Dallas, Houston, L.B. Johnson Space Center                                                                                                                                                                                        |                                         |
| <b>Utah</b>                                | Park City                                                                                                                                                                                                                                 | Summit                                  |
| <b>Vermont</b>                             | Manchester, Montpelier, Stowe                                                                                                                                                                                                             | Lamoille                                |
| <b>Virginia</b>                            | Alexandria, Fairfax, Falls Church                                                                                                                                                                                                         | Arlington, Fairfax                      |
| <b>Washington</b>                          | Port Angeles, Port Townsend, Seattle                                                                                                                                                                                                      |                                         |
| <b>Wyoming</b>                             | Jackson, Pinedale                                                                                                                                                                                                                         |                                         |



RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

**Resolution to Accept Grant Funding from the Michigan Association for Local Public Health to Support Local Health Department Staff Wellbeing – Health Department**

**WHEREAS,** The Michigan Association for Local Public Health (MALPH) has secured funding through the Michigan Department of Health and Human Services to provide mini-grant opportunities to support staff wellbeing at Local Health Departments; and

**WHEREAS,** the grant funding requires that Local Health Departments to provide, or arrange for, services designed to address workplace stress associated with responding to the COVID-19 pandemic. Program services may be educational or therapeutic in nature, and may address topics such as teambuilding, mindfulness, dealing with difficult people and situations, workplace violence mitigation, reducing stress, and resilience.

**WHEREAS,** The Livingston County Health Department (LCHD) submitted a grant request to MALPH and was awarded \$3,500; and

**WHEREAS,** LCHD has been awarded this funding annually since 2021; and

**WHEREAS,** the grant term is from January 19, 2024, through September 30, 2024; and

**WHEREAS,** there is no requirement for local matching funds and no positions will be created for this grant project.

**THEREFORE, BE IT RESOLVED** that the Livingston County Board of Commissioners hereby authorizes entering into an agreement with MALPH to provide wellbeing services to LCHD employees in the amount not to exceed \$3,500 covering the period of January 19, 2024 through September 30, 2024.

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

# # #

**MOVED:  
SECONDED:  
CARRIED:**

# Livingston County Grant Opportunity Form

Department Applying: Health Today's Date: 12/05/2023  
Department Contact Info: \_\_\_\_\_

Employee preparing application: Matt Bolang Employee who will manage program (if different): \_\_\_\_\_  
Phone Number: 6870 Phone Number: \_\_\_\_\_

Name of Grant Applying for: MALPH LHD Wellbeing Grant - FY24

Awarding Agency Name: MALPH (Michigan Association for Local Public Health)

Please check appropriate line:

Federal \_\_\_\_\_ Federal Assistance Listing Number: \_\_\_\_\_

State: \_\_\_\_\_

Other: X

New Grant: \_\_\_\_\_ Recurring Grant: 2021  
Check One First Year Received

### Short Description of the scope of the grant

MALPH has received annual funding through MDHHS to support wellbeing activities for Local Health Departments. Funding was initially a response to the stress of the COVID response and has continued.

Start Date of Grant: 01/01/2024 End Date of Grant: 08/30/2024

Full Amount applying for:

Annual (Year 1

Total) \$ 3,500.00

Multi-Year Total \$ \_\_\_\_\_ (All years combined)

### Match Requirements (if applicable)

\_\_\_\_\_ Cash Match Requirement \$ \_\_\_\_\_

\_\_\_\_\_ In-Kind Match Requirement \$ \_\_\_\_\_

This grant is intended to fund the following (check all that apply)

\_\_\_\_\_ Personnel \$ \_\_\_\_\_

\_\_\_\_\_ Equipment \$ \_\_\_\_\_

X Supplies \$ \_\_\_\_\_

X Contractual Services \$ \_\_\_\_\_

\_\_\_\_\_ Capital Building/Equipment \$ \_\_\_\_\_

\_\_\_\_\_ Other (please note below) \$ \_\_\_\_\_

Signature of Applicant Department Head: Matt Bolang Digitally signed by Matt Bolang Date: 2023.12.05 09:08:07 -05'00' Date: \_\_\_\_\_

Fiscal Services Signature: Hilery Spicer Digitally signed by Hilery Spicer Date: 2023.12.07 13:23:31 -05'00' Date: \_\_\_\_\_



## LIVINGSTON COUNTY HEALTH DEPARTMENT

2300 East Grand River Avenue, Suite 102

Howell, Michigan 48843-7578

[www.lchd.org](http://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**

February 16, 2024

To: Livingston County Board of Commissioners

From: Matt Bolang

Re: Resolution to Accept grant funding from the Michigan Association for Local Public Health to support Local Health Department Staff Wellbeing

---

The Michigan Association for Local Public Health has secured funding from MDHHS since 2021 to provide wellbeing mini grants to Local Health Departments. These grant funds are intended to provide, or arrange for, services designed to address workplace stress associated with responding to the COVID-19 pandemic. Program services may be educational or therapeutic in nature, and may address topics such as teambuilding, mindfulness, dealing with difficult people and situations, workplace violence mitigation, reducing stress, and resilience.

In the past, LCHD has used these funds to provide professional speakers and to cater lunch for staff. I am requesting that the BOC support the acceptance of these funds as they have been valuable in providing professional development resources for staff and an opportunity to build teamwork within the department.

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



---

LHD WELLBEING GRANTS – 2024 CYCLE

AGREEMENT BETWEEN  
The Michigan Association for Local Public Health  
326 W. Ottawa St., Lansing, MI 48933

&

Livingston County Health Department  
2300 E Grand River Ave, Suite 102, Howell, MI 48843

This agreement is entered into on this **19th** day of **January, 2024** by and between the Michigan Association for Local Public Health, hereinafter referred to as “**MALPH**,” and **Livingston County Health Department**, hereinafter referred to as “**Grantee**.” The purpose of this agreement is to specify the responsibilities of **MALPH** and **Grantee** related to the implementation of the **Local Health Department Staff Wellbeing** mini-grant program.

WHEREAS, **MALPH** and **Grantee** have expressed interest in collaborating to provide supportive services to local health department staff affected by the COVID-19 pandemic and to bolster their sense of social and emotional wellbeing.

WHEREAS, **Grantee** has represented that it is qualified to perform the services outlined in this agreement and is capable, competent, and willing to provide those services, either directly or through a subcontractor.

THEREFORE, in consideration of the sums to be paid by **MALPH** to **Grantee** in accordance with the terms set forth below, IT IS AGREED AS FOLLOWS:

1. TERM:

The term of this contract is from **January 19, 2024** through **September 30, 2024**.

2. DESCRIPTION OF SERVICES:

Grantee will provide, or arrange for, services designed to address workplace stress associated with responding to the COVID-19 pandemic. Program services may be educational or therapeutic in nature, and may address topics such as teambuilding, mindfulness, dealing with difficult people and situations, workplace violence mitigation, reducing stress, and resilience. Topics listed are offered as examples and do not constitute an exhaustive list of topics these funds may be used to support.

3. PAYMENT OF SERVICES:

- a. The total grant award is **\$3,500**.
- b. Payment will be made in full within 14 calendar days after **MALPH** receives this agreement, signed by the **Grantee**. Electronic signature is acceptable, and the agreement may be transmitted via email or by US mail.

4. RESPONSIBILITIES OF MALPH:

- a. **MALPH** will provide compensation outlined in Section 3.
- b. **MALPH** will provide consultation, technical assistance and programmatic support as needed for Grantee to complete program deliverables.

5. SUBCONTRACTING:

In the event that the **Grantee** enters into a subcontract for any services provided under this agreement, **Grantee** shall ensure that subcontractors are qualified to perform those services and that appropriate agreements and financial controls are in place prior to disbursement of funds.

6. FUNDING RESTRICTIONS:

Recipients may only expend funds for reasonable program purposes, including personnel, travel, supplies, food, and contractual services.

7. ACCEPTANCE OF THE TERMS OF AWARD:

By drawing or otherwise obtaining funds, the recipient acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award. If the recipient cannot accept the terms, the recipient should notify **MALPH** within 15 business days.

*This grant cycle was supported by funds made available from the Centers for Disease Control and Prevention, Center for State, Tribal, Local and Territorial Support, under 1 NB01TO000043-01-00. Subsequent activities are not necessarily endorsed by the Centers for Disease Control and Prevention. When publicizing an event or product paid for by these funds, please use the above statement.*

8. CERTIFICATION STATEMENT:

By drawing or otherwise obtaining funds, the recipient certifies that proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer the award, and funds obtained are being used in accordance with applicable cost principles, regulations, and accounting standards. **Grantee** is required to permit independent auditors to have access to **Grantee** records and financial statements related to this agreement.

SIGNED ON BEHALF OF GRANTEE

SIGNED ON BEHALF OF MALPH

Signature:

Signature:



Name:

Name:

**Norm Hess**

Title:

Title:

**Executive Director**

Date:

Date:

**January 19, 2024**