

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

PROGRAM SPECIFIC ASSURANCES AND REQUIREMENTS

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

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

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

Attachment IV Reimbursement Chart

Program Element:

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

Reimbursement Methods

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

Performance Reimbursement

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

Fixed Unit Rate Reimbursement

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

ELPHS

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

Grant Reimbursement

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

Performance Level If Applicable

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

Performance Target Output Measures

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

Relationship Designation

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

Subrecipient

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

- Determines who is eligible to receive what Federal assistance;

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

Contractor

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

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

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

Recipient

A Recipient is for grant agreement with no federal funding.

Amendment Schedule

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

Key Terms

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

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

PROJECT: COVID IMMUNIZATION

Beginning Date: 10/1/2021

End Date: 9/30/2022

Project Synopsis:

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

Reporting Requirements (if different than contract language)

Completion of the Vaccination Situation Report.

Any additional requirements (if applicable)

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

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

PROJECT: COVID-19 Mobile Testing

Beginning Date: 10/1/ 2021

End Date: 9/30/2022

Project Synopsis

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

Reporting Requirements (if different than contract language)

Quarterly Financial Status Reports (FSR)

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

Quarterly Narrative Progress Report

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

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

Any additional requirements (if applicable)

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

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

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

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

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

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

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

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

Beginning Date: 10/1/2021

End Date: 9/30/2022

Project Synopsis:

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

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

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

Reporting Requirements (if different than contract language)

Related to Case Investigation Quality:

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

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

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

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

Related to Contact Tracing:

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

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

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

For local health departments:

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

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

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

Wraparound Services

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

Any additional requirements (if applicable)

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

Beginning Date: 10/1/2021

End Date: 9/30/2022

Project Synopsis:

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

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

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

Reporting Requirements (if different than contract language)

Related to Infection Prevention:

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

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

Any additional requirements (if applicable)

PROJECT: ELC Regional Lab

Beginning Date: 10/1/2021

End Date: 9/30/2022

Project Synopsis

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

Reporting Requirements (if different than contract language)

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

Any additional requirements (if applicable)