



CITY OF DETROIT
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF DEVELOPMENT AND GRANTS

COLEMAN A. YOUNG MUNICIPAL CENTER
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DETROIT, MICHIGAN 48226
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WWW.DETROITMI.GOV

November 15, 2022

The Honorable Detroit City Council
ATTN: City Clerk Office
200 Coleman A. Young Municipal Center
Detroit MI 48226

RE: Request to accept an increase in appropriation for the FY 2023 Fetal Infant Mortality Review Interviews Grant

The Michigan Department of Health and Human Services (MDHHS) has awarded an increase in appropriation to the City of Detroit Health Department for the FY 2023 Fetal Infant Mortality Review (FIMR) Interviews Grant, in the amount of \$1,750.00. There is no match requirement. The grant was adopted in the FY 2023 budget in the amount of \$7,000.00. The grant was awarded at a higher amount than was budgeted. We are requesting to increase appropriation 21047, in the amount of \$1,750.00, in order to reflect the total project cost of \$8,750.00.

The objective of the grant is to inform the infant mortality reduction efforts both locally and statewide. The funding allotted to the department will be utilized to pay for FIMR home interview incentives.

I respectfully ask your approval to accept the increase in appropriation funding in accordance with the attached resolution.

Sincerely,

DocuSigned by:
Terri Daniels
4D2BEEE23C8D489...

Terri Daniels
Director of Grants, Office of Development and Grants

DocuSigned by:
Matthew Spayth
565ACA3D30EA465...
Office of Budget

CC:
Sajjiah Parker, Assistant Director, Grants



Office of Development and Grants

RESOLUTION

Council Member _____

WHEREAS, the Health Department is requesting authorization to accept a grant from the Michigan Department of Health and Human Services, in the amount of \$8,750.00, in order to conduct Fetal Infant Mortality Review (FIMR) interviews and provide incentives; and

WHEREAS, the Grant was adopted in the FY 2023 budget under appropriation 21047, in the amount of \$7,000.00; and the grant was awarded at a higher value than was budgeted; and

WHEREAS, this funding will increase appropriation 21047, to a total of \$8,750.00

WHEREAS, this request has been approved by the Office of Budget; now

THEREFORE, BE IT RESOLVED that the Director or Head of the Department is authorized to execute the grant agreement on behalf of the City of Detroit, and

BE IT FURTHER RESOLVED, that the Budget Director is authorized to increase the budget accordingly for appropriation number 21047, in the amount of \$1,750.00, for the FY 2023 Fetal Infant Mortality Review Interviews Grant.

Agreement Between
Michigan Department of Health and Human Services
hereinafter referred to as the "Department"
and
City of Detroit
hereinafter referred to as the "Local Governing Entity"
on Behalf of Health Department
Detroit Health Department
City Treasurer 1151 Taylor Ste 333-C
Detroit MI 48202 1732
Federal I.D.#: 38-6004606, Unique Entity Identifier: GS94M2VMNMJ3
hereinafter referred to as the "Grantee"
for
The Delivery of Public Health Services under
the Local Health Department Agreement

Part 1

1. Purpose

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

2. Period of Agreement:

This Agreement will commence on the date of the Grantee's signature or October 1, 2022 whichever is later and continue through September 30, 2023. Throughout the Agreement, the date of the Grantee's signature or October 1, 2022, whichever is later, will be referred to as the start date. This Agreement is in full force and effect for the period specified.

3. Program Budget and Agreement Amount

A. Agreement Amount

In accordance with Attachment IV - Funding/Reimbursement Matrix, the total State budget and amount committed for this period for the program elements covered by this Agreement is \$13,388,963.00.

B. Equipment Purchases and Title

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

C. Budget Transfers and Adjustments

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

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

4. Agreement Attachments

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

5. Statement of Work

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

6. Financial Requirements

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

7. Performance/Progress Report Requirements

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

8. General Provisions

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

9. Administration of the Agreement

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

Name: Carissa Reece
Title: Department Analyst
Telephone No.: 517-335-0940
E-Mail Address ReeceC@michigan.gov

The person acting for the Grantee on the financial reporting for this Agreement is:

Tracy Barrett Grant Accountant

Name

Title

Tracy.Barrett@detroitmi.gov

(313) 269-3546

E-Mail Address

Telephone No.

10. Special Conditions

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

11. Contingencies

The Department's obligation under this Agreement are conditioned on all of the following:

- A. Grantee's correction of current deficiencies and achievement of Department's final approval of Grantee's Plan of Organization as required by section 2431 of the Public Health Code, MCL 333.2431.
- B. Grantee's compliance with all requirements of Part 24 of the Public Health Code, MCL 333.2401 et seq.
- C. Continuation of the Local Governing Entity's option to operate a local health department in the City of Detroit pursuant to section 2421 through 2424 of the Public Health Code, MCL 333.2421-3424.
- D. Grantee's compliance with all the terms and conditions of this Agreement.

12. Special Certification

The individual or officer signing this Agreement certifies by his or her signature that he or she is authorized to sign this Agreement on behalf of the responsible governing board, official or Grantee.

13. Signature Section

For Detroit Health Department

Denise Fair

Director

Name

Title

For the Michigan Department of Health and Human Services

Christine H. Sanches

09/16/2022

Christine H. Sanches, Director
Bureau of Grants and Purchasing

Date

Part 2
General Provisions

I. Responsibilities - Grantee

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

A. Publication Rights

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

B. Fees

1. Guarantee that any claims made to the Department under this Agreement will not be financed by any sources other than the Department under the terms of this Agreement. If funding is received

through any other source, the Grantee agrees to budget the additional source of funds and reflect the source of funding on the Financial Status Report.

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

C. Grant Program Operation

Provide the necessary administrative, professional and technical staff for operation of the grant program. The Grantee must obtain and maintain all necessary licenses, permits and insurances consistent with requirements under Part 2.I.T. or other authorizations necessary for the performance of this Agreement.

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

D. Reporting

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

E. Record Maintenance/Retention

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

F. Authorized Access

1. Permit within 10 calendar days of providing notification and at reasonable times, access by authorized representatives of the Department, Federal Grantor Agency, Inspector Generals, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records, papers, files, documentation and personnel related to this Agreement, to the extent authorized by applicable state or federal law, rule or regulation.
2. Acknowledge the rights of access in this section are not limited to the

required retention period. The rights of access will last as long as the records are retained.

3. Cooperate and provide reasonable assistance to authorized representatives of the Department and others when those individuals have access to the Grantee's grant records.

G. Audits

1. Single Audit

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

The Grantee must assure that the Schedule of Expenditures of Federal Awards includes expenditures for all federally-funded grants.

2. Other Audits

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

3. Due Date and Where to Send

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

4. Penalty

a. Delinquent Single Audit or Financial Related Audit

If the Grantee does not submit the required Single Audit reporting package, management letter (if one is issued) with a response, and Corrective Action Plan within nine months after the end of the Grantee's fiscal year and an extension has not been approved by the cognizant or oversight agency for audit, the Department may withhold from the current funding an amount equal to five percent of the audit year's grant funding (not to exceed \$200,000) until the required filing is received by

the Department. The Department may retain the amount withheld if the Grantee is more than 120 days delinquent in meeting the filing requirements and an extension has not been approved by the cognizant or oversight agency for audit. The Department may terminate the current grant if the Grantee is more than 180 days delinquent in meeting the filing requirements and an extension has not been approved by the cognizant or oversight agency for audit.

b. Delinquent Audit Exemption Notice

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

H. Subrecipient/Contractor Monitoring

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

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

I. Notification of Modifications

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

J. Software Compliance

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

K. Human Subjects

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

L. Mandatory Disclosures

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

- d. A Proceeding under the Sarbanes-Oxley Act;
 - e. A civil Proceeding involving:
 - 1. A claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or
 - 2. A governmental or public entity's claim or written allegation of fraud; or
 - 3. Any complaint filed in a legal or administrative proceeding alleging the Grantee or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Agreement; or
 - f. A Proceeding involving any license that Grantee is required to possess in order to perform under this Agreement.
2. Notify the Department, at least 90 calendar days before the effective date, of a change in Grantee's ownership or executive management.

M. Minimum Program Requirements

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

N. Annual Budget and Plan Submission

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

O. Maintenance of Effort

Comply with maintenance of effort requirements for Essential Local Public Health Services (ELPHS), as defined in the current Department appropriation act, and Family Planning in accordance with federal requirements, except as noted in Section 3.C.3 of Part 1.

P. Accreditation

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

reduced for costs incurred in the assurance of service delivery.

- b. Submit a written request for inquiry to the Department should the Grantee disagree with on-site review findings or their accreditation status. The request must identify the disagreement and resolution sought. The inquiry participants will be comprised of Grantee staff, Department staff, the Accreditation Commission Chair, and the Accreditation Coordinator as needed. Participants will clarify facts, verify information and seek resolution.

2. Consent Agreements/Administrative Compliance

Orders/Administrative Hearings for "Not Accredited" Grantees:

- a. If designated as "Not Accredited", the Grantee will receive a Consent Agreement Package from the Department. Grantees and their local governing entities will be given 75 days to review the package, meet with the Department, and sign and return the Consent Agreement.
- b. Fulfillment of the terms and conditions of the Consent Agreement will not affect accreditation status, but impacts the Grantees' ability to fulfill its contractual obligations under the Local Health Department Grant Agreement. Grantees designated as "Not Accredited", will retain this designation until the subsequent accreditation cycle.
- c. Failure to fulfill the terms and conditions of the Consent Agreement within the prescribed time period will result in the issuance of an Administrative Compliance Order by the Department.
- d. Within 60 working days after receipt of an Administrative Compliance Order and proposed compliance period, a local governing entity may petition the Department for an administrative hearing. If the local governing entity does not petition the Department for a hearing within 60 days after receipt of an Administrative Compliance Order, the order and proposed compliance date will be final. After a hearing, the Department may reaffirm, modify, or revoke the order or modify the time permitted for compliance.
- e. If the local governing entity fails to correct a deficiency for which a final order has been issued within the period permitted for compliance, the Department may petition the appropriate circuit court for a writ of mandamus to compel correction.

Q. Medicaid Outreach Activities Reimbursement

Report allowable costs and request reimbursement for the Medicaid Outreach activities it provides in accordance with 2 CFR, Part 200 and the requirements

in Medicaid Bulletin number: MSA 05-29.

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

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

R. Conflict of Interest and Code of Conduct Standards

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

S. Travel Costs

1. Be reimbursed for travel costs (including mileage, meals, and lodging) budgeted and incurred related to services provided under this Agreement.
 - a. If the Grantee has a documented policy related to travel

reimbursement for employees and if the Grantee follows that documented policy, the Department will reimburse the Grantee for travel costs at the Grantee's documented reimbursement rate for employees. Otherwise, the State of Michigan travel reimbursement rate applies.

- b. State of Michigan travel rates may be found at the following website: https://www.michigan.gov/dtmb/0,5552,7-358-82548_13132---,00.html.
- c. International travel must be preapproved by the Department and itemized in the budget.

T. Insurance Requirements

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

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

- b. Workers' Compensation Insurance or Governmental Self-Insurance: Coverage according to applicable laws governing work activities. Policies must include waiver of subrogation, except where waiver is prohibited by law.
- c. Employers Liability Insurance or Governmental Self-Insurance.
- d. Privacy and Security Liability (Cyber Liability) Insurance: cover information security and privacy liability, privacy notification

costs, regulatory defense and penalties, and website media content liability.

3. Require that subcontractors maintain the required insurances contained in this Section.
4. This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of the Grantee from any obligations under this Agreement.
5. Each Party must promptly notify the other Party of any knowledge regarding an occurrence which the notifying Party reasonably believes may result in a claim against either Party. The Parties must cooperate with each other regarding such claim.

U. Fiscal Questionnaire

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

V. Criminal Background Check

1. Conduct or cause to be conducted a search that reveals information similar or substantially similar to information found on an Internet Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with clients or has access to client information.
 - a. ICHAT: <http://apps.michigan.gov/ichat>
 - b. Michigan Public Sex Offender Registry: <http://www.mipsor.state.mi.us>
 - c. National Sex Offender Registry: <http://www.nsopw.gov>
2. Conduct or cause to be conducted a Central Registry (CR) check for each employee, subcontractor, subcontractor employee, or volunteer who, under this Agreement works directly with children.
 - a. Central Registry: https://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330-180331--,00.html
3. Require each new employee, employee, subcontractor, subcontractor employee or volunteer who, under this Agreement, works directly with clients or who has access to client information to notify the Grantee in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator, at hire or within 10 days of the event after hiring.
4. Determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with

clients or accessing client information related to clients under this Agreement, based on the results of a positive ICHAT response or reported criminal felony conviction or perpetrator identification.

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

II. **Responsibilities - Department**

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

A. **Reimbursement**

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

B. **Report Forms**

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

C. **Notification of Modifications**

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

D. **Identification of Laws**

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

E. **Modification of Funding**

Notify the Grantee in writing within 30 calendar days of becoming aware of the need for any modifications in agreement funding commitments made necessary by action of the federal government, the governor, the legislature or the Department of Technology Management and Budget on behalf of the governor or the legislature. Implementation of the modifications will be determined jointly by the Grantee and the Department.

F. Monitor Compliance

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

G. Technical Assistance

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

H. Accreditation

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

I. Medicaid Outreach Activities Reimbursement

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

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

III. Assurances

The following assurances are hereby given to the Department:

A. Compliance with Applicable Laws

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

B. Anti-Lobbying Act

The Grantee will comply with the Anti-Lobbying Act (31 U.S.C. 1352) as revised by the Lobbying Disclosure Act of 1995 (2 U.S.C. 1601 et seq.), Federal Acquisition Regulations 52.203.11 and 52.203.12, and Section 503 of the Departments of Labor, Health & Human Services, and Education, and Related Agencies section of the current fiscal year Omnibus Consolidated Appropriations Act. Further, the Grantee must require that the language of this

assurance be included in the award documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

C. Non-Discrimination

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

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

D. Debarment and Suspension

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;
2. Have not within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) or private transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2;
4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default; and
5. Have not committed an act of so serious or compelling a nature that it affects the Grantee's present responsibilities.

E. Federal Requirement: Pro-Children Act

1. The Grantee will comply with the Pro-Children Act of 1994 (P.L. 103-227; 20 U.S.C. 6081, et seq.), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or

contracted by and used routinely or regularly for the provision of health, day care, early childhood development activities, education or library activities to children under the age of 18, if the activities are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's activities that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's activities provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; activity providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The Grantee also assures that this language will be included in any subawards which contain provisions for children's activities.

2. The Grantee also assures, in addition to compliance with P.L. 103-227, any activity funded in whole or in part through this Agreement will be delivered in a smoke-free facility or environment. Smoking must not be permitted anywhere in the facility, or those parts of the facility under the control of the Grantee. If activities are delivered in facilities or areas that are not under the control of the Grantee (e.g., a mall, restaurant or private work site), the activities must be smoke-free.

F. Hatch Act and Intergovernmental Personnel Act

The Grantee will comply with the Hatch Act (5 U.S.C. 1501-1508, 5 U.S.C. 7321-7326), and the Intergovernmental Personnel Act of 1970 (P.L. 91-648) as amended by Title VI of the Civil Service Reform Act of 1978 (P.L. 95-454). Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

G. Employee Whistleblower Protections

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

H. Clean Air Act and Federal Water Pollution Control Act

The Grantee will comply with the Clean Air Act (42 U.S.C. 7401-7671(q)) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1388), as amended. This Agreement and anyone working on this Agreement will be subject to the Clean Air Act and Federal Water Pollution Control Act and must comply with all applicable standards, orders or regulations issued pursuant to these Acts. Violations must be reported to the Department.

I. Victims of Trafficking and Violence Protection Act

The Grantee will comply with the Victims of Trafficking and Violence Protection Act of 2000 (P.L. 106-386), as amended.

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

J. Procurement of Recovered Materials

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

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

K. Subcontracts

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

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

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

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

requested by the Department.

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

L. Procurement

1. Grantee will ensure that all purchase transactions, whether negotiated or advertised, are conducted openly and competitively in accordance with the principles and requirements of 2 CFR 200.
2. Funding from this Agreement must not be used for the purchase of foreign goods or services.
3. Preference must be given to goods and services manufactured or

provided by Michigan businesses, if they are competitively priced and of comparable quality.

4. Preference must be given to goods and services that are manufactured or provided by Michigan businesses owned and operated by veterans, if they are competitively priced and of comparable quality.
5. Records must be sufficient to document the significant history of all purchases and must be maintained for a minimum of four years after the end of the Agreement period.

M. Health Insurance Portability and Accountability Act

To the extent that the Health Insurance Portability and Accountability Act (HIPAA) is applicable to the Grantee under this Agreement, the Grantee assures that it is in compliance with requirements of HIPAA including the following:

1. The Grantee must not share any protected health information provided by the Department that is covered by HIPAA except as permitted or required by applicable law, or to a subcontractor as appropriate under this Agreement.
2. The Grantee will ensure that any subcontractor will have the same obligations as the Grantee not to share any protected health data and information from the Department that falls under HIPAA requirements in the terms and conditions of the subcontract.
3. The Grantee must only use the protected health data and information for the purposes of this Agreement.
4. The Grantee must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Grantee's employees.
5. The Grantee must have a policy and procedure to immediately report to the Department any suspected or confirmed unauthorized use or disclosure of protected health information that falls under the HIPAA requirements of which the Grantee becomes aware. The Grantee will work with the Department to mitigate the breach and will provide assurances to the Department of corrective actions to prevent further unauthorized uses or disclosures. The Department may demand specific corrective actions and assurances and the Grantee must provide the same to the Department.
6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Part 2, Section V.
7. In accordance with HIPAA requirements, the Grantee is liable for any

claim, loss or damage relating to unauthorized use or disclosure of protected health data and information, including without limitation the Department's costs in responding to a breach, received by the Grantee from the Department or any other source.

8. The Grantee will enter into a business associate agreement should the Department determine such an agreement is required under HIPAA.

N. Home Health Services

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

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

O. Website Incorporation

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

P. Survival

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

Q. Non-Disclosure of Confidential Information

1. The Grantee agrees that it will use confidential information solely for the purpose of this Agreement. The Grantee agrees to hold all confidential information in strict confidence and not to copy, reproduce, sell, transfer

or otherwise dispose of, give or disclose such confidential information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such confidential information for any purpose whatsoever other than the performance of this Agreement. The Grantee must take all reasonable precautions to safeguard the confidential information. These precautions must be at least as great as the precautions the Grantee takes to protect its own confidential or proprietary information.

2. Meaning of Confidential Information

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

- a. Has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party;
- b. If disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning;
- c. Should reasonably be recognized as confidential information of the disclosing party;
- d. Is unpublished or not available to the general public; or
- e. Is designated by law as confidential.

3. The term “confidential information” does not include any information or documentation that was:

- a. Subject to disclosure under the Michigan Freedom of Information Act (FOIA);
- b. Already in the possession of the receiving party without an obligation of confidentiality;
- c. Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights;
- d. Obtained from a source other than the disclosing party without an obligation of confidentiality; or
- e. Publicly available when received or thereafter became publicly available (other than through an unauthorized disclosure by, through or on behalf of, the receiving party).

4. The Grantee must notify the Department within one business day after discovering any unauthorized use or disclosure of Confidential Information. The Grantee will cooperate with the Department in every way possible to regain possession of the Confidential Information and prevent further unauthorized use or disclosure.

R. Cap on Salaries

None of the funds awarded to the Grantee through this Agreement will be used to pay, either through a grant or other external mechanism, the salary of an individual at a rate in excess of Executive Level II. The current rates of pay for the Executive Schedule are located on the United States Office of Personnel Management web site, <http://www.opm.gov>, by navigating to Policy — Pay & Leave — Salaries & Wages. The salary rate limitation does not restrict the salary that a Grantee may pay an individual under its employment; rather, it merely limits the portion of that salary that may be paid with funds from this Agreement.

IV. Financial Requirements**A. Operating Advance**

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

B. Payment Method**1. Prepayments**

- a. The Department will make monthly prepayments equal to 1/12th of the Agreement amount for each non-fee-for-service program contained in Attachment IV of this Agreement. One single payment covering all non-fee-for-service programs will be made within the first week of each month. The Grantee can view their monthly prepayment within the MI E-Grants system.
- b. Prepayments for the months of October thru January will be based upon the initial Agreement amounts in Attachment IV. Subsequent monthly prepayments may be adjusted based upon Agreement amendments or Grantee adjustment requests.
- c. If the sum of the prepayments does not equal at least 90% of the Grantee's expenditures for a quarter of the contract period, the Grantee may submit documentation for an adjustment to the monthly prepayment amount via the following process:
 - i. Submit a written request for the adjustment to the Department's Accounting Division, Expenditure Operations Section.
 - ii. The adjustment request must be itemized by program and must list the amount received from the Department, the expenditure amount reported per the quarterly Financial Status Report (FSR), and the difference. The amount received from the Department and the expenditures must be for the same reporting quarterly FSR period.
 - iii. The Department will review the requests and if an

adjustment is approved, it will be included in the next scheduled monthly prepayment.

- iv. Adjustment requests will not be accepted prior to submission of the FSR for the quarter ending December 31. No adjustments will be made prior to the February monthly prepayment.
- v. The ability of the Department to approve adjustments may be limited by the quarterly allotments of spending authority in the Department's appropriation account mandated by the Office of the State Budget Director. The quarterly allotment limits the amount of each account (program) that the Department may expend during each fiscal quarter.

2. Fixed Fee Reimbursement

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

C. Financial Status Report Submission

- 1. A Financial Status Report (FSR) must be submitted on a quarterly basis no later than 30 days after the close of the calendar quarter for all programs listed on Attachment IV and fee for services project budgeted. Failure to meet financial reporting responsibilities as identified in this Agreement may result in withholding future payments.
- 2. FSR's must report total actual program expenditures regardless of the source of funds. The Department will reimburse the Grantee for expenditures in accordance with the terms and conditions of this Agreement. Failure to comply with the reporting due dates will result in the deferral of the Grantee's monthly prepayment.
- 3. By submitting the FSR the individual is certifying to the best of their knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of this Agreement. The individual submitting the FSR should be aware that any false, fictitious, or fraudulent information, or the omission of any material facts, may subject them to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.
- 4. The instructions for completing the FSR form are available on the website <http://egram-mi.com/dch>. Send FSR questions to FSRMDHHS@michigan.gov.

D. Reimbursement Method

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

- 1. Performance Reimbursement - A reimbursement method by which

Grantees are reimbursed based upon the understanding that a certain level of performance (measured by outputs) must be met in order to receive full reimbursement of costs (net of program income and other earmarked sources) up to the contracted amount of state funds. Any local funds used to support program elements operated under such provisions of this Agreement may be transferred by the Grantee within, among, to or from the affected elements without Department approval, subject to applicable provisions of Sections 3.B. and 3.C.3 of Part 1. If Grantee's performance falls short of the expectation by a factor greater than the allowed minimum performance percentage, the state maximum allocation will be reduced equivalent to actual performance in relation to the minimum performance.

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

E. Reimbursement Mechanism

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

F. Unobligated Funds

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

G. Final Obligation Reporting Requirements

An Obligation Report, based on annual guidelines, must be submitted by the

due date using the format provided by the Department through MI E-Grants. The Grantee must provide, by program, an estimate of unbilled expenditures for the entire Agreement period (October 1 through September 30). This report must represent the Grantee's best estimate of total program expenditures for the Agreement period. The information on the report will be used to record the Department's year-end accounts payables and receivables by program for this Agreement. The report assists the Department in reserving sufficient funding to reimburse the final expenditures that will be reported on the Final FSR without materially overstating or understating the year-end obligations for this Agreement. The Department compares the total estimated expenditures from this report to the total amount reimbursed to the Grantee in the monthly prepayments and quarterly fee-for-service payments to establish accounts payable and accounts receivable entries at fiscal year-end. The Department recognizes that based upon payment adjustments and timing of Agreement amendments, the Grantee may owe the Department funding for overpayment of a program and may be due funds from the Department for underpayment of a program at fiscal year-end.

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

H. Final Financial Status Reporting Requirements

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

<u>Project</u>	<u>Final FSR Due Date</u>
Public Health Emergency Preparedness	11/15/2023
All Remaining Projects	11/30/2023

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

If funds are owed to the Department, it will generally not be necessary for Grantee to send in a payment. Instead the Department will make the necessary entries to offset other payments and as a result the Grantee will

receive a net monthly prepayment. When this does occur, clarifying documentation will be provided to the Grantee by the Department's Accounting Division.

I. Penalties for Reporting Noncompliance

For failure to submit the final total Grantee FSR report by November 30, through MI E-Grants after the Agreement period end date, the Grantee may be penalized with a one-time reduction in their current ELPHS allocation for noncompliance with the fiscal year-end reporting deadlines. Any penalty funds will be reallocated to other Local Health Department Grantees. Reductions will be one-time only and will not carryforward to the next fiscal year as an ongoing reduction to a Grantee's ELPHS allocation. Penalties will be assessed based upon the submitted date in MI E-Grants:

ELPHS Penalties for Noncompliance with Reporting Requirements:

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

J. Indirect Costs and Cost Allocations/Distribution Plans

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

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

V. Agreement Termination

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

- A. By either party by giving 30 days written notice to the other party stating the reasons for termination and the effective date.
- B. By either party with 30 days written notice upon the failure of either party to carry out the terms and conditions of this Agreement, provided the alleged defaulting party is given notice of the alleged breach and fails to cure the default within the 30-day period.

- C. Immediately if the Grantee or an official of the Grantee or an owner is convicted of any activity referenced in Part 2 Section III. D. of this Agreement during the term of this Agreement or any extension thereof.

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

VI. Stop Work Order

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

VII. Final Reporting upon Termination

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

VIII. Severability

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

IX. Amendments

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

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

- B. Except as otherwise provided, amendments to this Agreement will be made within

thirty days after receipt and approval of a change proposed by the Grantee.

Amendments of a routine nature including applicable changes in budget categories, modified indirect rates, and similar conditions which do not modify the Agreement scope, amount of funding to be provided by the Department, or the total amount of the budget may be submitted by the Grantee at any time prior to May 15. The Department will provide a written response within 30 calendar days.

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

1. Any change proposed by the Grantee which would affect the state funding of any element funded in whole or in part by funds provided by the Department, subject to Part 1, Section 3.C, of the Agreement, must be submitted in writing to the Department immediately upon determining the need for such change. The proposed change may be implemented upon receipt of written notification from the Department.

Within 30 days after receipt of the proposed change, the Department will advise the Grantee in writing of its determination. Subsequently the Department will initiate any necessary formal amendment to the Agreement for execution by all parties to the Agreement.

Any changes proposed by the Department must be agreed to in writing by the Grantee and upon such written agreement, the Department will initiate any necessary formal amendment as above.

2. Other amendments of a routine nature including applicable changes in budget categories, modified indirect rates, and similar conditions which do not modify the Agreement scope, amount of funding to be provided by the Department, or the total amount of the budget may be submitted by the Grantee at any time prior to June 2. The Department will provide a written response within 30 calendar days.

All amendments must be submitted to the Department by June 15 through MI E-Grants to assure the amendment can be executed prior to the end of the Agreement period.

X. Liability

The Grantee assumes all liability to third parties, loss, or damage because of claims, demands, costs, or judgments arising out of activities, such as but not limited to direct activity delivery, to be carried out by the Grantee in the performance of this Agreement, under the following conditions:

- A. The liability, loss, or damage is caused by, or arises out of, the actions of or failure to act on the part of the Grantee, any of its subcontractors, or anyone directly or indirectly employed by the Grantee.

- B. Nothing herein will be construed as a waiver of any governmental immunity that has been provided to the Grantee or its employees by statute or court decisions.

The Department is not liable for consequential, incidental, indirect or special damages, regardless of the nature of the action.

XI. Waiver

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

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

XII. State of Michigan Agreement

This Agreement 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 Agreement are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Agreement must be resolved in the Michigan Court of Claims. Complaints against the State must be initiated in Ingham County, Michigan. Grantee waives any objections, such as lack of personal jurisdiction or forum non conveniens. Grantee must appoint an agent in Michigan to receive service of process.

XIII. Funding

- A. State funding for this Agreement will be provided from the applicable and available Department appropriations for the current fiscal year. The Department provided funds will be as stated in the approved Annual Budget - Attachment I Instructions for the Annual Budget, Attachment III, Program Specific Assurances and Requirements, and as outlined in Attachment IV, Funding/Reimbursement Matrix.
- B. The funding provided through the Department for this Agreement will not exceed the amount shown for each federal and state categorical program element except as adjusted by amendment. The Grantee must advise the Department in writing by May 1, if the amount of Department funding may not be used in its entirety or appears to be insufficient for any program element. ELPHS transfer requests between MDHHS, MDARD and MDEQ must also be requested in writing by May 1. All ELPHS required services must be maintained throughout the entire period of the Agreement.
- C. The Department may periodically redistribute funds between agencies during the Agreement period in order to ensure that funds are expended to meet the varying needs for services.

1 Program Budget Summary

PROGRAM / PROJECT Local Health Department - 2023 / FIMR Interviews			DATE PREPARED 9/16/2022	
CONTRACTOR NAME Detroit Health Department			BUDGET PERIOD From : 10/1/2022 To : 9/30/2023	
MAILING ADDRESS (Number and Street) City Treasurer 1151 Taylor Ste 333-C			BUDGET AGREEMENT <input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment	
			AMENDMENT # 0	
CITY Detroit	STATE MI	ZIP CODE 48202-1732	FEDERAL ID NUMBER 38-6004606	

	Category	Total	Amount
DIRECT EXPENSES			
Program Expenses			
1	Salary & Wages	0.00	0.00
2	Fringe Benefits	0.00	0.00
3	Cap. Exp. for Equip & Fac.	0.00	0.00
4	Contractual	8,495.00	8,495.00
5	Supplies and Materials	0.00	0.00
6	Travel	0.00	0.00
7	Communication	0.00	0.00
8	County-City Central Services	0.00	0.00
9	Space Costs	0.00	0.00
10	All Others (ADP, Con. Employees, Misc.)	0.00	0.00
Total Program Expenses		8,495.00	8,495.00
TOTAL DIRECT EXPENSES		8,495.00	8,495.00
INDIRECT EXPENSES			
Indirect Costs			
1	Indirect Costs	0.00	0.00
2	Cost Allocation Plan / Other	255.00	255.00
Total Indirect Costs		255.00	255.00
TOTAL INDIRECT EXPENSES		255.00	255.00
TOTAL EXPENDITURES		8,750.00	8,750.00