



# *Lapeer County Board of Commissioners*

255 Clay Street, Suite 301  
Lapeer, Michigan 48446  
Phone: (810) 667-0366  
Fax: (810) 667-0369  
www.lapeercountymi.gov

## **COMMITTEE OF THE WHOLE**

### **A-G-E-N-D-A**

**\*\*COMMISSION CHAMBERS\*\***

**September 14, 2023**

**9:00 A.M.**

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#### **GENERAL BUSINESS**

- CHAIRMAN **CALL TO ORDER**
- **ROLL CALL ATTENDANCE** BY CLERK
- **OPENING PRAYER** AND **PLEDGE OF ALLEGIANCE**
- APPROVAL OF THE **AGENDA**
- CONSIDERATION OF THE DRAFT **MINUTES** FROM THE **August 10, 2023** COMMITTEE OF THE WHOLE MEETING
- DISTRIBUTION AND REVIEW OF **OVERNIGHT TRAVEL REQUESTS, GRANT APPLICATIONS** AND **BUDGET AMENDMENTS** (*throughout the meeting*)
- **DEPARTMENT HEAD UPDATES** – (As needed, No Action Required)
- **PUBLIC TIME** – Citizens Comments (*maximum of 3 minutes per person*)

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#### **NEW BUSINESS**

- 1) **STEVE CURRIE, MAC Executive Director** – Michigan Association of Counties' Annual Update
- 2) **PROSECUTING ATTORNEY & FRIEND OF THE COURT** –
  - a) Request to accept the 5-year Cooperative Reimbursement Program Grant Agreement between MDHHS and Prosecuting Attorney's Office through September 30, 2028
  - b) Request to accept the 5-year Cooperative Reimbursement Program Grant Agreement between MDHHS and Friend of the Court through September 30, 2028
- 3) **EMERGENCY MANAGEMENT** –
  - a) Request to approve the renewal for the Everbridge NIXLE Alerting services through March 20, 2024, to be paid by the HSGP funds (no cost to the County)
  - b) Request to Accept the Bid for the Scene Lighting & Batteries and Authorize the Purchases to be reimbursement by the HSGP Funds (no cost to the County)

*Continued—*

- 4) **SHERIFF** – Request to approve the annual OCV payment of \$4,995 to renew the Sheriff's App
- 5) **BUILDING & GROUNDS/PARKS** – Request to amend the Swipe Card Identification Badge Policy to increase the replacement fee of a lost or stolen badge from \$5.00 to \$10.00 due to increase in supply expenses
- 6) **HEALTH DEPARTMENT** –
  - A. Request to accept the 4-Year Strengthening Public Health Workforce in Michigan Grant with the MDHHS
  - B. Request to accept the FY 2024 Health Department EGLE Grant Agreement
- 7) **COMMUNITY CORRECTIONS** – Request to approve Change Notice No. 1 to the FY 2023 Grant amount with MDOC to reflect a \$30,000 decrease
- 8) **MENTAL HEALTH** – Request to approve the proposed Budget Amendment
- 9) **ADMINISTRATION/BOC/FINANCE** –
  - A. Request to Authorize Payment to Shifman Fournier for Labor Services through August 31, 2023 (*detailed invoice was made available to commissioners for review*)
  - B. Request to Adopt the Revised Training Registration/Overnight Travel Policy

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### **OLD BUSINESS**

- 10) **Camera/Cabling Bid Project** for the Sheriff's Department (*referred from the 8/24/23 ARPA Committee for further discussion/action*)
- 

### **ADDITIONAL ITEMS** (*if needed*)

- 11)
  - 12)
- 

### **OTHER BUSINESS**

- **PUBLIC TIME**- Citizens Comments (*maximum of 3 minutes per person*)
- **COMMISSIONERS' REPORTS**
- **ADMINISTRATOR AND/OR CFO UPDATES**
- **\*\*CLOSED SESSION\*\*** (*only if needed*)

### **ADJOURN -**

**\*\* Public Recording Notice:** Please be advised that the meetings of the Lapeer County Board of Commissioners are streamed live and recorded on social media for public viewing and transparency. We respectfully request that anyone addressing the Board of Commissioners during "Public Time" be proactive and make every effort in keeping their words and language appropriate for ALL users, including children for educational purposes.

The County Controller/Administrator shall not edit or delete video of any County Commissioner Meeting. Should any issue arise with any content of a meeting video, the Board of Commission members shall be notified. Discretion as to changes to recordings/videos rests solely with the Chairman of the Board of Commissioners. However, a language/content warning may be added to the description of a video when appropriate by the Administrator. (rev. 6/22/2023) \*\*

#### **Upcoming Meetings/Public Hearings/Events:**

**NEXT FULL BOARD MEETING – 09/28/23**

**NEXT C.O.W MEETING – 10/12/2023**

**FOLLOWING FULL BOARD: 10/26/2023**

**All sub-committee meeting agendas are posted on the County website if they are being held.**



## **COMMITTEE OF THE WHOLE**

**August 10, 2023**

**9:00 a.m.**

Chairman Kohlman called the meeting to order at 9:01 a.m. in the Commission Chambers on the lower level of the County Complex Building. Commissioner Mast opened the meeting with a prayer. The Pledge of Allegiance was recited.

**Present:** Commissioners Truman Mast, Bryan Zender, Brad Haggadone, William Hamilton, Gary Howell, Kevin Knisely, Tom Kohlman

**Others:** Moses Sanzo, County Controller/Administrator, Jackie Arnold, Chief Financial Officer, Doreen Clark, Assistant to the Administrator, Lynette Stanford, Secretary/Deputy County Clerk

Motion by Howell, supported by Knisely, to approve the agenda with the addition of a referral of the Animal Control Ordinance to the Policies Committee, the notice of revised Chairman Appointments, and the deletion of a closed session. Motion carried.

Motion by Knisley, supported by Howell, to approve the minutes from the July 13, 2023 Committee of the Whole Meeting. Motion carried.

### **Elected Official/Department Head Updates**

Moses Sanzo, County Controller/Administrator commented in response to questions from the public. He also stated that there is no current Social Media Policy in place, and he will be developing a Policy for Board review.

Lauren Emmons, C.E.O., Community Mental Health thanked the Sheriff for providing ALICE Training to his department.

John Miller, Prosecutor gave an update regarding Jury Trials. He also indicated that he will be doing a written opinion regarding an inquiry of an Open Meetings Act violation.

Kathy Haskins, R.N., B.S.N., MPH, Director/Health Officer spoke regarding the new News Letter which is available on her Department's website. She also announced that it is the 150 Anniversary of Public Health.

Emil Joseph III, Friend of the Court gave a brief update regarding statistics for his Department.

Rachel Horton, Animal Control Division Chief gave a statement regarding recent events.

Motion by Howell, supported by Hamilton, to refer the proposed Animal Control Ordinance to the Policies/Procedures/By-Laws Committee for review. Motion carried.

Motion by Knisely, supported by Mast, to recommend to the Full Board, to accept the Chairman's revised Committee assignments, as provided, and make them effective immediately. Motion carried.

**Public Time** – seventeen people spoke during public time.

Motion by Hamilton, supported by Knisely, to recommend to the Full Board, to approve the renewal of the Michigan Department of Health and Human Services (MDHHS) contract with the Office of the Prosecuting Attorney for a three-year term beginning October 1, 2023 and ending September 30, 2026; and further, to authorize the Chair/Vice-Chair to sign said contract. Motion carried.

Motion by Hamilton, supported by Howell, to recommend to the Full Board, to accept the Fiscal Year 2024 Crime Victims Rights Grant Award from the Department of Health and Human Services (DHHS), in the amount of \$129,832.00, as submitted by the Prosecutor's Office, and to authorize the County Controller/Administrator to electronically accept the Grant with a copy to be given to the County Clerk, to be entered into the Official Record. Motion carried.

Motion by Zender, supported by Howell, to recommend to the Full Board, to authorize the Sheriff's Department to purchase a new Leica Geosystems, Inc. brand TS07 Manual Total Station package, at a cost not to exceed \$8,326.85, to be paid from line item 262-301-821.010, at no additional cost to the County General Fund. Motion carried.

Motion by Howell, supported by Haggadone, to recommend to the Full Board, to authorize the Chairman to sign the Child Care fund 2091, for the total of \$1,463,408.00, with \$795,163.50 being the County share. Motion carried.

Motion by Zender, supported by Knisely, to recommend to the Full Board, to approve the purchase of service with Lapeer County Kids in New Direction (KIND) to provide services to Lapeer County Schools for the School to Career Program, for the Jr High and High Schools, in the amount of \$18,500.00 which is the budgeted amount. Motion carried.

Motion by Hamilton, supported by Haggadone, to recommend to the Full Board, to authorize the transfer of \$89,661.34, representing the 3rd of three installments toward the annual allocation of \$268,984.00, from Lapeer County Community Mental Health Appropriations (101-990-999.222) to Lapeer County Community Mental Health Expenditures (222-990-695.010). Motion carried.

Motion by Zender, supported by Howell, to recommend to the Full Board, to approve the following Budget Amendments for the Fiscal Year 2022-2023, as submitted by Community Mental Health:

[illegible][illegible][illegible]

ALL BUDGET AMENDMENT REQUESTS MUST BALANCE

DRPT HEAD: \_\_\_\_\_ SECTION B \_\_\_\_\_ 0122-000

COMMUNITY ENTRY BY \_\_\_\_\_

Motion carried.

Motion by Knisely, supported by Hamilton, to recommend to the Full Board, to authorize payment to Shifman Fournier, in the amount of \$1,710.00, for labor related legal services rendered through July 31, 2023, to be paid from line item 101-239-801.020. Motion carried.

Motion by Howell, supported by Knisely, pursuant to motion 229-2023 of the July 27, 2023 Regular Board Meeting, giving the Committee of the Whole the authority to act, which shall include forwarding the motion to the next regular meeting to be entered into the record, adopt the following Resolution #2023-R09, and to accept the grant funds from the Region 3 Homeland Security Planning board for Fiscal Year 22 Homeland Security Grant Program funds to purchase portable scene lighting for Lapeer County Fire Departments in an amount not to exceed \$58,000.00, to be paid from line item 258-424-977.000; and further, to authorize the Chair/Vice-Chair to sign said Grant.

**RESOLUTION #2023-R09- TO ACCEPT GRANT AGREEMENT**

"RESOLVED, that Lapeer County, Michigan, does hereby accept the terms of the Agreement as received from the DISTRICT HEALTH DEPARTMENT No. 2, a public health department serving four counties within Michigan's Region 3, hereinafter referred to as "DHD2", acting as Fiduciary Agent for the 2022 Homeland Security Grant Program (Fiduciary), and that the Lapeer County Board of Commissioners, does hereby specifically agree, but not by way of limitation, as follows:

1. To make available all funds necessary to complete the project during the project period in an amount not to exceed \$58,000.00, to be reimbursed by the Homeland Security Grant Program.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times in perpetuity.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the equipment purchased and reserved under this Agreement to assure the use thereof in accordance with the Homeland Security Grant Program.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution."

Roll Call vote: Howell, aye; Haggadone, aye; Hamilton, aye; Knisely, aye; Mast nay; Zender, aye; Kohlman, nay. 5 ayes, 2 nays. Motion carried.

Motion by Knisely, supported by Haggadone, to refer the Camera and Cabling Services Project for the Sheriff's Department/Jail to the American Rescue Plan Act Committee (ARPA) for further review. Motion carried.

Motion by Knisely, supported by Haggadone, pursuant to motion 228-2023 of the July 27, 2023 Regular Board Meeting, giving the Committee of the Whole the authority to act, which shall include forwarding the motion to the next regular meeting to be entered into the record, pursuant to the Request for Proposal (RFP) process and subsequent review of the submitted bids, to accept and award the towing/wrecker services as follows:

E & L Towing - Zone 1 – Awarded for both under 14,000 GVWR and over GVWR, as specified in the bid

Paul's & Yakes Towing - Zone 2 – Awarded for both under 14,000 GVWR and over GVWR, as specified in the bid

Paul's & Yakes Towing - Zone 3 – Awarded for both under 14,000 GVWR and over GVWR, as specified in the bid

And further, that a written contract be prepared by Administration and reviewed by the Prosecuting Attorney and brought back to the next Committee of the Whole Meeting and/or Regular Board Meeting, with authority to act once it is ready. Motion carried.

**Public Time** – three people spoke during public time.

#### **Commissioner Reports**

At this time, the Commissioners had an opportunity to give brief reports on meetings and conferences that they have recently attended, as well as upcoming meetings and events, along with statements regarding public time comments.

Motion by Knisely, supported by Hamilton, to adjourn the meeting. 12:00Noon

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Tom Kohlman, Chairman  
Committee of the Whole



## Presentation to Lapeer County

September 2023

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## About MAC: 125<sup>th</sup> Birthday!

- Formed on Feb. 1, 1898, as State Association of Supervisors of Michigan
- Oldest association representing local government units in Michigan
- Renamed as Michigan Association of Counties in 1968
- Service expansions:
  - 1955 – 1<sup>st</sup> Executive Director
  - 1979 – Workers' Comp Fund
  - 1986 – Service Corp.



**1898-2023**

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## About MAC: Purpose

- **Advocacy:** To be the voice of Michigan counties at the state and federal level
- **Education:** To provide educational opportunities to county commissioners to ensure they can do their jobs to the best of their abilities
- **Services:** To make available services that counties can take advantage of that save their staff time and money



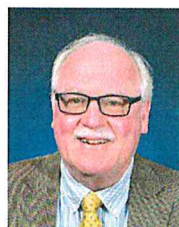
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## About MAC: Leadership



**Stan Ponstein**  
President



**Jim Storey**  
First Vice President



**Melissa Daub**  
Second Vice President



**Stephan W. Currie**  
Executive Director  
[scurrie@micounties.org](mailto:scurrie@micounties.org)

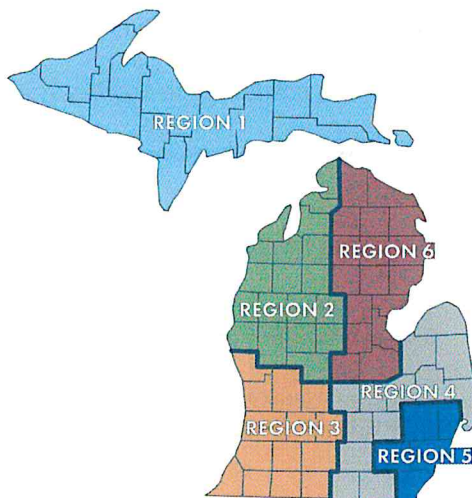
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## About MAC: Leadership

- Board of 16 members elected by commissioners
- Two seats from each of six regions ensure broad representation
- MAC Board meets four times a year: Legislative Conference, June, Annual Conference, November
- Elections held in August/September at Annual Conference



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## About MAC: Policy Development

### Internal Committees

- Appointed by President
- Member participation from across state
- Areas of focus
  - Finance and General Government
  - Environmental and Regulatory Affairs
  - Judiciary and Public Safety
  - Health and Human Services
  - Transportation and Infrastructure
  - Agriculture, Tourism and Natural Resources



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## Legislative Update: 2023 Priorities

- Revising the Open Meetings Act to Meet the Demands of the 21st Century
- Creating a Fair Revenue Sharing System for Counties
- Enacting Reforms to Ensure Proper Funding of Local Courts
- Increasing Resources for Juvenile Justice Services
- Compensating Local Governments for Funds Diverted by the Veterans Property Tax Exemption
- Revamping the PPT Exemption to Provide Annual Reimbursement to Locals



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## 2023 Priority

### Revising the Open Meetings Act (OMA)

- Prior changes to OMA in 2020, members of a public body could attend, participate and vote remotely at county board sessions, so long as a quorum of the public body was physically present
- Statutory change to allow for full board meetings to be held remotely due to the pandemic expired Dec. 31, 2021, and impacted the pre-pandemic rules by now barring remote participants from voting, even if a quorum is physically present in the meeting room
- **MAC supports revisiting the OMA to allow for remote participation and, at minimum, to allow for pre-pandemic meeting options for county boards**

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## 2023 Priority

### Creating a Fair Revenue Sharing System for Counties

- Revenue Sharing is the most flexible form of state aid to counties, which makes it the most effective method to fund generational investments
- **MAC supports the creation of a Revenue Sharing Trust Fund (RSTF) through a statutory earmark of the state sales tax:**
  - Money in fund would stay in the fund for distribution to locals
  - Method of carving out a percentage of sales tax for the fund is what revenue sharing was originally designed to do — share in the state's revenue
  - Would allow for growth in statutory revenue sharing and create predictability for counties

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## 2023 Priority

### Enacting Funding Reforms for Local Courts

- Local court funding remains caught in a looming statutory sunset (May '24) and is subject of litigation before MI Supreme Court
- To ensure our local courts do not face a financial emergency, MAC supports the enactment of many of the Trial Court Funding Commission's recommendations
- **MAC supports the creation of the Trial Court Fund to distribute funding to trial courts based on operational requirements while maintaining local discretion over trial court operational decisions**
- **MAC supports establishment of uniform assessments and centralized collections for trial courts through State Court Administrator's Office**

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## 2023 Priority

### Increasing Resources for Juvenile Justice

- A lack of staff, training and facilities has left a critical shortage of resources to house those in the juvenile justice system
- **MAC supports an increase in funding for staff recruiting, retention and training, plus direct funding for additional facilities and an increase in the per diem rate for foster care parents**



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## 2023 Priority

### Compensation for Funds Diverted by Veterans Property Tax Exemption

- Since the enactment of the Disabled Veterans Property Tax exemption in 2013, counties have sought reimbursement from the state for the lost local revenues, a hit of tens of millions of dollars each year
- Close to \$100M lost to local governments each year and growing by 14% per year
- **MAC supports continuing the exemption — but with the state making up those local losses through a refundable income tax credit payable to local governments**



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## 2023 Priority

### Revamping PPT Exemption for Annual Reimbursements

- As part of the economic development deal struck in 2021, Legislature and governor enacted an increase for the Personal Property Tax (PPT) exemption for small business, thereby reducing revenue to local governments by approximately \$75 million each year
- This exemption begins this year without a defined method for reimbursement for local governments that receive PPT fund
- SB 331 Introduced by Sen. Kevin Hertel (D-Macomb)
- **MAC supports a system to provide full reimbursements to locals each year that is outside the annual appropriations process**

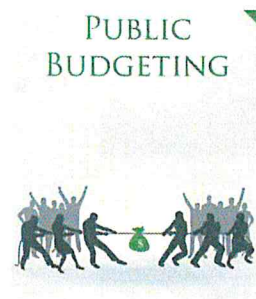
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## Legislative Update: Budget

### FY24 Budget

- **Revenue sharing:** 5% ongoing increase to base amount & additional one-time allocation of 2% dedicated to public safety
- **Child Care Fund:** Reimbursement increase for community-based services (not residential) to 75%, from 50% (key MAC priority for 2023)
- **Indigent defense:** \$72M for state grants to cover costs of Standard 8
- **Public health:** \$25 million increase to Essential Local Public Health Services



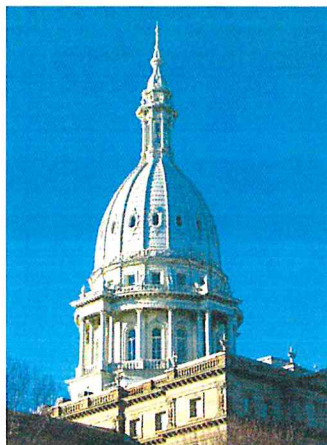
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## Legislative Update: Bills of Interest

- Statewide solar and wind siting – pre-empting local control
- Statewide septic code
- Juvenile justice reform
- Binding arbitration for corrections officers



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## About MAC: Advocacy



**Deena Bosworth**

**Director of  
Governmental Affairs**  
[bosworth@micounties.org](mailto:bosworth@micounties.org)



**Madeline Fata**

**Governmental Affairs  
Associate**  
[fata@micounties.org](mailto:fata@micounties.org)



**Amanda Despina**

**Governmental Affairs  
Assistant**  
[despins@micounties.org](mailto:despins@micounties.org)



**Samantha Gibson**

**Governmental Affairs  
Associate**  
[gibson@micounties.org](mailto:gibson@micounties.org)

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## About MAC: Advocacy



- Provides financial support to incumbent state legislators who are friends of county government
- 24 former county commissioners now serving in the Michigan Legislature (MAC County Caucus)

**Donate at [www.micounties.org](http://www.micounties.org)**

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## About MAC: Events

### Conferences

#### *Annual Conference (summer/fall)*

- Oct. 1-3, 2023

#### *Legislative Conference (spring)*

- April 29-May 1, 2024

**MAC conferences provide top speakers, intensive policy workshops and plenty of opportunities to network with county leaders**



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## About MAC: Communications

- Full suite of social media channels
- Podcast 83 is MAC's video briefing on news and trends in county government
- Website has county resolutions database; digital advocacy tools; conference archives



Facebook.com/  
MIcounties



@MIcounties



Podcast 83



@MIcounties

[www.micounties.org](http://www.micounties.org)

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2A

## REQUEST FOR ACTION

**DATE:** August 29, 2023

XX REQUEST FOR ACTION

       FOR YOUR INFORMATION

       REQUEST FOR INFORMATION

**TO:** Lapeer County Board of Commissioners

**FROM:** John Miller, Prosecuting Attorney

\*\*\*\*\*

**SUMMARY OF REQUEST / INFORMATION:** Approve renewal of the grant agreement between MDHHS and County of Lapeer, Office of the Prosecuting Attorney for Title IV-D (child support) referrals affecting Lapeer County residents.

**ADDITIONAL INFORMATION:** Effective October 1, 2023 and continuing through September 30, 2028.

**CONTACT PERSON(S):** John Miller

**BACKGROUND INFORMATION:** For many years, MDHHS has contracted with the County of Lapeer, Office of the Prosecuting Attorney for preparation and execution of custody, paternity, parenting time and child support orders regarding Lapeer County children that are receiving state assistance. The attached contract continues these services for several more years.

**SUPPORTING DOCUMENTS:** Contract Attached.

**DRAFT MOTION:**

Motion by \_\_\_\_\_, supported by \_\_\_\_\_, to accept the 5-year Cooperative Reimbursement Program Grant for FY 2024-2028 (#CSPA24-44002) between the MDHHS and Lapeer County Prosecuting Attorney's Office, as attached; and further, to authorize the County Controller to electronically accept the grant and that a copy be forwarded to the County Clerk to be entered into the official record as an exhibit.

ATTACHMENTS YES X NO \_\_\_\_\_

**Grant Agreement Between**  
**Michigan Department of Health and Human Services**  
**hereinafter referred to as the "Department"**  
**and**  
**County Of Lapeer**  
**255 Clay Street**  
**Lapeer Mi 48446 2205**  
**Federal I.D.#: 23-86005780, Unique Entity Identifier: CET5MYVNZH69**  
**hereinafter referred to as the "Grantee"**  
**for**  
**Title IV-D Cooperative Reimbursement Program - 2024**  
**Part 1**

**1. Period of Agreement:**

This Agreement will commence on October 1, 2023, and continue through September 30, 2028. No activity will be performed and no costs to the state will be incurred prior to October 1, 2023. Throughout the Agreement October 1, 2023, will be referred to as the start date. This Agreement is in full force and effect for the period specified.

**2. Program Budget and Agreement Amount:**

**A. Agreement Amount**

The total amount of this Agreement is \$1,290,279.00. Under the terms of this Agreement, the Department will provide funding not to exceed \$851,584.14. Annual budget amounts are:

	<u>Agreement Period</u>	<u>Amount</u>
Year 1	10/01/2023 through 09/30/2024	\$154,115.28
Year 2	10/01/2024 through 09/30/2025	\$161,820.78
Year 3	10/01/2025 through 09/30/2026	\$169,912.38
Year 4	10/01/2026 through 09/30/2027	\$178,407.90
Year 5	10/01/2027 through 09/30/2028	\$187,327.80

The source of funding provided by the Department can be obtained in the Schedule of Financial Assistance, available on-demand in the EGrAMS electronic grants management system (<http://egramms-mi.com/mdhhs>).

The Agreement is designated as a:

X Subrecipient relationship (federal funding); or  
Recipient (non-federal funding).

The Agreement is designated as:

Research and development project; or  
X Not a research and development project.

**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. Deviation Allowance**

A deviation allowance modifying an established budget category by \$3,000 or 5%, whichever is greater, is permissible without prior written approval of the Department. Any modification or deviations in excess of this provision, including any adjustment to the total amount of this Agreement, must be made in writing and executed by all parties through an amendment to this Agreement before the modifications can be implemented. This deviation allowance does not authorize new categories, subcontracts, equipment items or positions not shown in the attached Program Budget Summary and supporting detail schedules.

**3. Purpose:**

The focus of the program is to initiate and carry out proceedings to enforce child support payment orders, and to establish and maintain support orders regarding custody, parenting time, health care coverage, and other relevant child support topics.

**4. Statement of Work:**

The Grantee agrees to undertake, perform and complete the activities described in Attachment A, which is part of this Agreement.

**5. Financial Requirements:**

The financial requirements must be followed as described in Part 2 and Attachment B, which are part of this Agreement.

**6. Performance/Progress Report Requirements:**

The progress reporting methods must be followed as described in Part 2 and Attachment C, which are part of this Agreement.

**7. General Provisions:**

The Grantee agrees to comply with the General Provisions as described in Part 2 and Attachment E, which are part of this Agreement.

**8. Administration of the Agreement:**

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

Sonya Butler    Finance Manager                      (517) 241-7728  
butlers2@michigan.gov

Name	Title	Telephone No.	Email Address
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**9. Grantee's Financial Contact for the Agreement:**

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

Michelle Bonesteel                                      Accountant

Name	Title
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mbonesteel@lapeercounty.org	(810) 245-4763
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E-Mail Address	Telephone No.
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**10. Special Conditions:**

- A. This Agreement is valid upon approval and execution by the Department which may be contingent upon approval by the State Administrative Board and signature by the Grantee.
- B. This Agreement is conditionally approved subject to and contingent upon the availability of funds.
- 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 will not assume any responsibility or liability for costs incurred by the Grantee prior to the start date of this Agreement.
- E. The Grantee is required by 2004 PA 533 to receive payments by electronic funds transfer.

**11. Special Certification:**

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

## 12. Signature Section:

### For the Grantee (all agreement types)

Chairperson, County Board of Commissioners Date

**For the Grantee (Friend of Court and Combination agreements only)**

Chief Circuit Judge \_\_\_\_\_ Date \_\_\_\_\_

**For the Grantee (Prosecuting Attorney and Combination agreements only)**

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Prosecuting Attorney
Date

**For the Office of Child Support**

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 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**

This section only applies to Grantees designated as subrecipients by the Department (see Part 1, Section II. A.).

1. Required Audit or Audit Exemption Notice

Submit to the Department either a Single Audit, Financial Related Audit or Audit Exemption Notice as described below. A Financial Related Audit is applicable to for-profit Grantees that are designated as subrecipients. If submitting a Single Audit or Financial Related Audit, Grantees must also submit a corrective action plan prepared in accordance with 2 CFR 200.511(c) for any audit findings that impact the Department funded programs, and management letter (if issued) with a corrective action plan.

a. Single Audit

Grantees that are a state, local government or non-profit organization that expend \$750,000 or more in federal awards during the Grantee's fiscal year must submit a Single Audit to the Department, regardless of the amount of funding received from the Department. The Single Audit must comply with the requirements of 2 CFR 200 Subpart F. The Single Audit reporting package must include all components described 2 CFR 200.512 (c).

b. Financial Related Audit

Grantees that are for-profit organizations that expend \$750,000 or more in federal awards during the Grantee's fiscal year must submit either a financial related audit prepared in accordance with Government Auditing Standards relating to all federal awards, or an audit that meets the requirements contained in 2 CFR 200 Subpart F, if required by the federal awarding agency.

c. Audit Exemption Notice

Grantees exempt from the Single Audit and Financial Related Audit requirements (a. and b. above) must submit an Audit Exemption Notice that certifies these exemptions. The template Audit Exemption Notice and further instructions are available at State of Michigan - MDHHS by selecting Inside MDHHS – MDHHS Audit - Audit Reporting.

2. Financial Statement Audit

Grantees exempt from the Single Audit and Financial Related Audit requirements (that are required to submit an Audit Exemption Notice as described above) must submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards if

the audit includes disclosures that may negatively impact the Department funded programs including but not limited to fraud, going concern uncertainties, financial statement misstatements and violations of the Agreement requirements. If submitting a Financial Statement Audit, Grantees must also submit a corrective action plan for any audit findings that impact the Department funded programs.

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 the earlier of 30 calendar days after receipt of the auditor's report(s) or 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 or Financial Related Audit, including any management letter and applicable corrective action plan(s) within nine months after the end of the Grantee's fiscal year, the Department may withhold from any payment from the Department to the Grantee 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. The Department may terminate any current grant agreements if the Grantee is more than 180 days delinquent in meeting the filing requirements.

b. Delinquent Audit Exemption Notice

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

5. Other Audits

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

**H. Subrecipient 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. Reserved**

**N. 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.

**O. Travel Costs**

1. Be reimbursed for travel costs (including mileage, meals, and lodging) budgeted and incurred related to activities 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. Federally funded Grantees must comply with Title 2 CFR 200.475.
  - c. State of Michigan travel rates may be found at the following website: [http://www.michigan.gov/dtmb/0,5552,7-358-82548\\_13132---,00.html](http://www.michigan.gov/dtmb/0,5552,7-358-82548_13132---,00.html).
  - d. International travel must be pre-approved by the Department and itemized in the budget.

**P. Federal Funding Accountability and Transparency Act (FFATA)**

1. Complete and upload the FFATA Executive Compensation report to the EGrAMS agency profile if:
  - a. The Grantee's federal revenue was 80% or more of the Grantee's annual gross revenue; AND
  - b. Grantee's gross revenue from federal awards was \$25,000,000 or more; AND
  - c. The public does not have access to the information about executive officers' compensation through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986.
2. The FFATA Executive Compensation report template can be found in EGrAMS documents.

**Q. 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.

**R. 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.

**S. 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 new employee, 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](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 30 days prior to their required usage in order to afford the Grantee an opportunity to review.

**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. 1. The Grantee must comply with the Department's non-discrimination statement: The Michigan Department of Health and Human Services does not discriminate against any individual or group on the basis of race, national origin, color, sex, disability, religion, age, height, weight, familial status, partisan considerations, or genetic information. Sex-based discrimination includes, but is not limited to, discrimination based on sexual orientation, gender identity, gender expression, sex characteristics, and pregnancy. 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 and state 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. 290 dd-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. 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/or activities 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 activities.
5. That the Grantee will submit a copy of the executed subcontract if requested by the Department.

**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. 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.

**O. Survival**

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

**P. State Data**

1. Ownership. The Department's data ("State Data," which will be treated by Grantee as Confidential Information) includes: (a) the Department's data, user data, and any other data collected, used, processed, stored, or generated as the result of this Agreement; (b) personally identifiable information ("PII") collected, used, processed, stored, or generated as the result of this Agreement, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and, (c) protected health information ("PHI") collected, used, processed, stored, or generated as the result of this Agreement, which is defined under the Health Insurance Portability and

Accountability Act (HIPAA) and its related rules and regulations. State Data is and will remain the sole and exclusive property of the Department and all right, title, and interest in the same is reserved by the Department.

2. Grantee Use of State Data. Grantee is provided a limited license to State Data for the sole and exclusive purpose of providing the activities outlined in the Agreement's Statement of Work, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Agreement's Statement of Work. Grantee must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the activities described in the Statement of Work, such use and disclosure being in accordance with this Agreement, any applicable Statement of Work, and applicable law; (c) keep and maintain State Data in the continental United States and (d) not use, sell, rent, transfer, distribute, commercially exploit, or otherwise disclose or make available State Data for Grantee's own purposes or for the benefit of anyone other than the Department without the Department's prior written consent. Grantee's misuse of State Data may violate state or federal laws, including but not limited to MCL 752.795.
3. Extraction of State Data. Grantee must, within five business days of the Department's request, provide the Department, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Grantee), an extract of the State Data in the format specified by the Department.
4. Backup and Recovery of State Data. Grantee is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data. Grantee must maintain a contemporaneous backup of State Data that can be recovered within two hours at any point in time.
5. Loss or Compromise of Data. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Grantee that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Grantee that relate to the protection of the security, confidentiality, or integrity of State Data, Grantee must, as applicable: (a) notify the Department as soon as practicable but no later than 24 hours of becoming aware of such occurrence; (b) cooperate with the Department in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the Department; (c) in the case of PII or PHI, at the Department's sole election, (i) with approval and assistance from the Department, notify the



affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five calendar days of the occurrence; or (ii) reimburse the Department for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than 24 months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the Department in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; (g) without limiting Grantee's obligations of indemnification as further described in this Agreement, indemnify, defend, and hold harmless the Department for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the Department in connection with the occurrence; (h) be responsible for recreating lost State Data in the manner and on the schedule set by the Department without charge to the Department; and, (i) provide to the Department a detailed plan within 10 calendar days of the occurrence describing the measures Grantee will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Grantee's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Grantee has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Grantee. The Department will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed, and approved by the Department in writing prior to its dissemination. The parties agree that any damages relating to a breach of this section are to be considered direct damages and not consequential damages.

6. Surrender of Confidential Information upon Termination. Upon termination or expiration of this Contract or a Statement of Work, in whole or in part, each party must, within 5 Business Days from the date of termination, return to the other party any and all Confidential Information received from

the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control. Upon confirmation from the State, of receipt of all data, Grantee must permanently sanitize or destroy the State's Confidential Information, including State Data, from all media including backups using National Security Agency ("NSA") and/or National Institute of Standards and Technology ("NIST") (NIST Guide for Media Sanitization 800-88) data sanitization methods or as otherwise instructed by the State. If the State determines that the return of any Confidential Information is not feasible or necessary, Grantee must destroy the Confidential Information as specified above. The Grantee must certify the destruction of Confidential Information (including State Data) in writing within 5 Business Days from the date of confirmation from the State. Any requirement on the Grantee's part to retain data beyond the end of this contract must be authorized by the State

**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; or
  - d. Reserved
  - 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; or
  - c. Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights.
  - d. Reserved
  - e. Reserved
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. Data Privacy and Information Security**

- 1. Undertaking by Grantee. Without limiting Grantee's obligation of confidentiality as further described, Grantee is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees, agents, and subcontractors of Grantee, if any, comply with all of the foregoing. In no case will the safeguards of Grantee's data privacy and information security program be less stringent than the safeguards used by the Department, and Grantee must at all times comply with all applicable State policies and standards, which are available to Grantee upon request.
- 2. Reserved
- 3. Right of Audit by the State. Without limiting any other audit rights of the Department, the Department has the right to review Grantee's data privacy and information security program prior to the commencement of the Agreement's Statement of Work and from time to time during the term of this Agreement. During the providing of the Agreement's Statement of Work, on an ongoing basis from time to time and without notice, the Department, at its own expense, is entitled to perform, or to have performed, an on-site audit of Grantee's data privacy and information security program. In lieu of an on-site audit, upon request by the Department, Grantee agrees to complete, within 45 calendar days of receipt, an audit questionnaire provided by the Department regarding Grantee's data privacy and information security program.
- 4. Audit Findings. Grantee must implement any required safeguards as identified by the Department or by any audit of Grantee's data privacy and information security program.

**S. 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. Reserved**

**B. Reimbursement Method**

The Grantee will be paid for allowable expenditures incurred by the Grantee, submitted for reimbursement on the Financial Status Reports (FSRs) and approved by the Department. Reimbursement from the Department is based on the understanding that Department funds will be paid up to the total Department allocation as agreed to in the approved budget. Department funds are the first source after the application of fees and earmarked sources unless a specific local match condition exists.

**C. Financial Status Report Submission**

The Grantee must electronically prepare and submit FSRs to the Department via the EGrAMS website <http://egram-mi.com/mdhhs>.

FSRs must be submitted on a monthly basis, no later than 30 days after the close of each calendar month. The monthly FSRs must reflect total actual program expenditures, up to the total agreement amount. Failure to meet financial reporting responsibilities as identified in this Agreement may result in withholding future payments.

The Grantee representative who submits the FSR is certifying to the best of their knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this Agreement. The individual submitting the FSR should be aware that any false, fictitious or fraudulent information, or the omission of any material facts, may subject them to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

The instructions for completing the FSR form are available on the EGrAMS website <http://egram-mi.com/mdhhs>. Send FSR questions to [FSRMDHHS@michigan.gov](mailto:FSRMDHHS@michigan.gov).

**D. Reimbursement Mechanism**

All Grantees must register using the on-line vendor self-service site to receive all state of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits, as mandated by MCL 18.1283a. Vendor registration information is available through the Department of Technology, Management and Budget's web site:

**E. Final Obligations and Financial Status Reporting Requirements**

**1. Obligation Report**

The Obligation Report, based on annual guidelines, must be submitted by the due date established by and using the format provided by the Department's Expenditures Operations Division. The Grantee must provide an estimate of unbilled expenditures for the entire Agreement period. The information on the report will be used to record the Department's year-end accounts payable and receivable for this Agreement.

**2. Department-wide Payment Suspension**

A temporary payment suspension is in effect on agreements during the Department's year-end closing period. The Department will notify the Grantee of the date by which FSRs should be submitted to ensure payment prior to the payment suspension period.

**3. Final FSRs**

Final FSRs are due 30 days following the end of the Agreement period. The final FSR must be clearly marked "Final." Final FSRs not received by the due date may result in the loss of funding requested on the Obligation Report and may result in a potential reduction in a subsequent year's Agreement amount.

**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 within 30 days of the end of the Agreement or treated in accordance with instructions provided by the Department.

**G. Indirect Costs**

The Grantee may use an approved federal or state indirect rate in their budget calculations and financial status reporting. If the Grantee does not have an existing approved federal or state indirect rate, they may use a 10% de minimis rate in accordance with 2 CFR 200 to recover their indirect costs. Governmental Grantees with an existing cost allocation plan may budget accordingly in lieu of an indirect cost rate. Non-governmental Grantees may use a cost allocation plan only if the plan was in place prior to December 26, 2014.

**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.

- D. Immediately if the Department determines that Grantee fails or has failed to meet its obligations under Part 2 Section III. R.

**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. Waiver**

Failure by the Department to enforce any provision of this Agreement will not constitute a waiver of the Department's right to enforce any other provision of this Agreement.

**X. Amendments**

Any changes to this Agreement will be valid only if made in writing and executed by all parties through an amendment to this Agreement. Any change proposed by the Grantee which would affect the Department funding of any project must be submitted in writing to the Department immediately upon determining the need for such change. The Department has sole discretion to approve or deny the amendment request. The Grantee must, upon request of the Department and receipt of a proposed amendment, amend this Agreement.

**XI. 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.

**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.

**A Attachment A - Statement of Work**

The Grantee shall comply with the following Performance Standards:

1. **CAR Processing** (for Prosecuting Attorney and combined offices ONLY): CARS are evaluated and acted upon (progressed from "EVCAR" to the next minor activity on the Legal Processing [LPRO] screen) pursuant to IV-D policy and recorded in MiCSES within 14 calendar days of receipt.
2. **Locate:** Cases must have, documented in MiCSES, at least one locate attempt using either automated or manual methods (including but not limited to an FCR or NCOA submission, or accessing MiCSES or Business Objects locate results or postal verification) within 75 days of a non-custodial parent (NCP) being unlocated and no payment was received within the last 6 months and at least once every 90 days thereafter until located.
3. **SOP** (for Prosecuting Attorney and combined offices ONLY): Successful SOP pursuant to Michigan IV-D Child Support Manual Section 4.15.
4. **Order Establishment** (for Prosecuting Attorney and combined offices ONLY): IV-D cases must have an order established pursuant to Michigan IV-D Child Support Manual Section 4.15 within 6 months for child support (DS) and paternity (DP) cases.
5. **Review and Modification** (for Friend of the Court and combined offices ONLY): Complete the Modification and Review process as described in the Michigan IV-D Child Support Manual, Section 3.45 within 180 days of request or locating the non-requesting parent or other initiation of the review or modification.
6. **Medical Support:** Child support orders must contain provisions ordering one or both parties to provide medical insurance or cash medical support.
7. **Timely Enforcement** (for Friend of the Court and combined offices ONLY): Initiate or continue enforcement within thirty days of locating an NCP for all cases utilizing either manual or automated tools other than FTRO and STRO.
8. **Training:** IV- D staff (this does not include county IT staff who have no other IV-D duties) take one (1) hour of customer service training each fiscal year. IV-D staff (this does not include county IT staff who have no other IV-D duties) take four (4) hours of IV-D training each fiscal year.

The Grantee shall comply with the following Performance Evaluation and Monitoring. The performance standards are considered to be met as follows:

1. **CAR Processing:** 75% of CARs were evaluated and acted on pursuant to IV-D policy and recorded in MiCSES within 14 calendar days.
2. **Locate:** 75% of cases had documented in MiCSES a locate attempt within 75 days of an NCP being unlocated and every 90 days thereafter until

located.

3. **SOP:** 75% of cases had a successful SOP pursuant to Michigan IV-D Child Support Manual Section 4.15. Note: If from the date of the court action referral initiation, there are at least 75 days remaining in the federally required 90-day SOP timeframe (the timeframe is maintained in MiCSES as the federal expiration dates [aka "FED"]), then the SOP requirement pursuant to Michigan IV-D Child Support Manual Section 4.15 must be met and those cases are included in the evaluation. Any cases in which MiCSES calculated the federal expiration dates before March 4, 2016 are excluded from the evaluation of the performance standard.
4. **Order Establishment:** 75% of child support (DS) and paternity (DP) cases have an order established pursuant to Michigan IV-D Child Support Manual Section 4.15 within 6 months.
5. **Review and Modification:** The review and modifications are performed in accordance with the Michigan IV-D Child Support Manual, Section 3.45 and 75% are completed within 180 days.
6. **Medical Support:** 75% of cases include provisions ordering one or both parties to provide medical insurance or cash medical support.
7. **Timely Enforcement:** Enforcement was initiated or continued within thirty days of locating an NCP in 75% of cases.
8. **Training:** 80% of IV- D staff (this does not include county IT staff who have no other IV-D duties) take one (1) hour of customer service training each fiscal year. 80% of IV-D staff (this does not include county IT staff who have no other IV-D duties) take four (4) hours of IV-D training each fiscal year.

**B Attachment B - Budget****Budget Summary - 2024****A. CONTRACT DESCRIPTION**

COUNTY : Lapeer CONTRACT NO : CSPA24-44002  
 PROVIDER : \_\_\_\_\_ FOC \_\_\_\_\_ PA ☒ COM \_\_\_\_\_  
 FISCAL YEAR : 2024 AMENDME LINE ITEM  
 : \_\_\_\_\_ NT \_\_\_\_\_ TRANSFER \_\_\_\_\_

COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
Allocation Factors	Current 2024 IV-D Budget	Adjustment To 2024 IV-D Budget	Revised 2024 IV-D Budget	Provider's Total Eligible Budget
<b>SECTION B</b>				
1. FTE Positions	1.35	0.00	0.00	12.00
2. % of Total FTE	11.25	0.00	0.00	100.00
3. Caseload % (FOC, COM)	100.00	0.00	0.00	100.00
Budget Categories	Current 2024 IV-D Budget	Adjustment To 2024 IV-D Budget	Revised 2024 IV-D Budget	Provider's Total Eligible Budget
<b>SECTION C</b>				
1. Personnel	187,564.82	0.00	0.00	1,789,287.12
2. Data Processing	3,078.54	0.00	0.00	27,364.80
3. Other Direct	32,017.18	0.00	0.00	97,252.05
4. Central Services	10,347.46	0.00	0.00	91,977.42
5. Paternity Testing	500.00	0.00	0.00	500.00
<b>6. TOTAL EXPENDITURES</b>	<b>233,508.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,006,381.39</b>
7. Service Fees	0.00	0.00	0.00	0.00
8. Final Judgment Fees	0.00	0.00	0.00	0.00
9. Other Income	0.00	0.00	0.00	0.00
<b>10. SUB TOTAL</b>	<b>233,508.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,006,381.39</b>
11. Federal Incentives	0.00	0.00	0.00	0.00
<b>12. NET BUDGET</b>	<b>233,508.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,006,381.39</b>
13. County Share @ 34.00%	79,392.72	0.00	0.00	0.00
14. State Share (IV-D) @ 66.00%	154,115.28	0.00	0.00	0.00
15. STATE GF/GP AMOUNT	0.00	0.00	0.00	0.00
<b>TOTAL CONTRACT AMOUNT</b>	<b>154,115.28</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

### Budget Summary - 2025

#### A. CONTRACT DESCRIPTION

COUNTY : Lapeer CONTRACT NO : CSPA24-44002  
 PROVIDER : \_\_\_\_\_ FOC \_\_\_\_\_ PA ☒ COM \_\_\_\_\_  
 FISCAL YEAR : 2025 AMENDMEN T \_\_\_\_\_ LINE ITEM TRANSFER \_\_\_\_\_

COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
Allocation Factors	Current 2025 IV-D Budget	Adjustment To 2025 IV-D Budget	Revised 2025 IV-D Budget	Provider's Total Eligible Budget
<b>SECTION B</b>				
1. FTE Positions	1.35	0.00	0.00	12.00
2. % of Total FTE	11.25	0.00	0.00	100.00
3. Caseload % (FOC, COM)	100.00	0.00	0.00	100.00
Budget Categories	Current 2025 IV-D Budget	Adjustment To 2025 IV-D Budget	Revised 2025 IV-D Budget	Provider's Total Eligible Budget
<b>SECTION C</b>				
1. Personnel	198,820.02	0.00	0.00	1,885,742.32
2. Data Processing	3,207.15	0.00	0.00	28,507.99
3. Other Direct	31,791.00	0.00	0.00	97,766.00
4. Central Services	10,864.83	0.00	0.00	96,576.25
5. Paternity Testing	500.00	0.00	0.00	500.00
<b>6. TOTAL EXPENDITURES</b>	<b>245,183.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,109,092.56</b>
7. Service Fees	0.00	0.00	0.00	0.00
8. Final Judgment Fees	0.00	0.00	0.00	0.00
9. Other Income	0.00	0.00	0.00	0.00
<b>10. SUB TOTAL</b>	<b>245,183.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,109,092.56</b>
11. Federal Incentives	0.00	0.00	0.00	0.00
<b>12. NET BUDGET</b>	<b>245,183.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,109,092.56</b>
13. County Share @ 34.00%	83,362.22	0.00	0.00	0.00
14. State Share (IV-D) @ 66.00%	161,820.78	0.00	0.00	0.00
15. STATE GF/GP AMOUNT	0.00	0.00	0.00	0.00
<b>TOTAL CONTRACT AMOUNT</b>	<b>161,820.78</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

### Budget Summary - 2026

#### A. CONTRACT DESCRIPTION

COUNTY : Lapeer CONTRACT NO : CSPA24-44002  
 PROVIDER : \_\_\_\_\_ FOC \_\_\_\_\_ PA ☒ COM \_\_\_\_\_  
 FISCAL YEAR : 2026 AMENDMEN T \_\_\_\_\_ LINE ITEM TRANSFER \_\_\_\_\_

COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
Allocation Factors	Current 2026 IV-D Budget	Adjustment To 2026 IV-D Budget	Revised 2026 IV-D Budget	Provider's Total Eligible Budget
<b>SECTION B</b>				
1. FTE Positions	1.38	0.00	0.00	12.00
2. % of Total FTE	11.50	0.00	0.00	100.00
3. Caseload % (FOC, COM)	100.00	0.00	0.00	100.00
Budget Categories	Current 2026 IV-D Budget	Adjustment To 2026 IV-D Budget	Revised 2026 IV-D Budget	Provider's Total Eligible Budget
<b>SECTION C</b>				
1. Personnel	207,433.88	0.00	0.00	1,909,287.12
2. Data Processing	3,416.47	0.00	0.00	29,708.44
3. Other Direct	34,431.07	0.00	0.00	104,340.29
4. Central Services	11,661.58	0.00	0.00	101,405.05
5. Paternity Testing	500.00	0.00	0.00	500.00
<b>6. TOTAL EXPENDITURES</b>	<b>257,443.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,145,240.90</b>
7. Service Fees	0.00	0.00	0.00	0.00
8. Final Judgment Fees	0.00	0.00	0.00	0.00
9. Other Income	0.00	0.00	0.00	0.00
<b>10. SUB TOTAL</b>	<b>257,443.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,145,240.90</b>
11. Federal Incentives	0.00	0.00	0.00	0.00
<b>12. NET BUDGET</b>	<b>257,443.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,145,240.90</b>
13. County Share @ 34.00%	87,530.62	0.00	0.00	0.00
14. State Share (IV-D) @ 66.00%	169,912.38	0.00	0.00	0.00
15. STATE GF/GP AMOUNT	0.00	0.00	0.00	0.00
<b>TOTAL CONTRACT AMOUNT</b>	<b>169,912.38</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>



### Budget Summary - 2027

#### A. CONTRACT DESCRIPTION

COUNTY : Lapeer CONTRACT NO : CSPA24-44002  
 PROVIDER : \_\_\_\_\_ FOC \_\_\_\_\_ PA ☒ COM \_\_\_\_\_  
 FISCAL YEAR : 2027 AMENDMEN T \_\_\_\_\_ LINE ITEM TRANSFER \_\_\_\_\_

COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
Allocation Factors	Current 2027 IV-D Budget	Adjustment To 2027 IV-D Budget	Revised 2027 IV-D Budget	Provider's Total Eligible Budget
<b>SECTION B</b>				
1. FTE Positions	1.38	0.00	0.00	12.00
2. % of Total FTE	11.50	0.00	0.00	100.00
3. Caseload % (FOC, COM)	100.00	0.00	0.00	100.00
Budget Categories	Current 2027 IV-D Budget	Adjustment To 2027 IV-D Budget	Revised 2027 IV-D Budget	Provider's Total Eligible Budget
<b>SECTION C</b>				
1. Personnel	221,233.88	0.00	0.00	2,029,287.12
2. Data Processing	3,561.42	0.00	0.00	30,968.87
3. Other Direct	32,775.04	0.00	0.00	96,392.54
4. Central Services	12,244.66	0.00	0.00	106,475.30
5. Paternity Testing	500.00	0.00	0.00	500.00
<b>6. TOTAL EXPENDITURES</b>	<b>270,315.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,263,623.83</b>
7. Service Fees	0.00	0.00	0.00	0.00
8. Final Judgment Fees	0.00	0.00	0.00	0.00
9. Other Income	0.00	0.00	0.00	0.00
<b>10. SUB TOTAL</b>	<b>270,315.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,263,623.83</b>
11. Federal Incentives	0.00	0.00	0.00	0.00
<b>12. NET BUDGET</b>	<b>270,315.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,263,623.83</b>
13. County Share @ 34.00%	91,907.10	0.00	0.00	0.00
14. State Share (IV-D) @ 66.00%	178,407.90	0.00	0.00	0.00
15. STATE GF/GP AMOUNT	0.00	0.00	0.00	0.00
<b>TOTAL CONTRACT AMOUNT</b>	<b>178,407.90</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

### Budget Summary - 2028

#### A. CONTRACT DESCRIPTION

COUNTY : Lapeer CONTRACT NO : CSPA24-44002  
 PROVIDER : \_\_\_\_\_ FOC \_\_\_\_\_ PA ☒ COM \_\_\_\_\_  
 FISCAL YEAR : 2028 AMENDMEN T \_\_\_\_\_ LINE ITEM TRANSFER \_\_\_\_\_

COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
Allocation Factors	Current 2028 IV-D Budget	Adjustment To 2028 IV-D Budget	Revised 2028 IV-D Budget	Provider's Total Eligible Budget
<b>SECTION B</b>				
1. FTE Positions	1.40	0.00	0.00	12.00
2. % of Total FTE	11.67	0.00	0.00	100.00
3. Caseload % (FOC, COM)	100.00	0.00	0.00	100.00
Budget Categories	Current 2028 IV-D Budget	Adjustment To 2028 IV-D Budget	Revised 2028 IV-D Budget	Provider's Total Eligible Budget
<b>SECTION C</b>				
1. Personnel	232,679.91	0.00	0.00	2,089,287.12
2. Data Processing	3,768.51	0.00	0.00	32,292.31
3. Other Direct	33,834.63	0.00	0.00	97,357.78
4. Central Services	13,046.95	0.00	0.00	111,799.08
5. Paternity Testing	500.00	0.00	0.00	500.00
<b>6. TOTAL EXPENDITURES</b>	<b>283,830.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,331,236.29</b>
7. Service Fees	0.00	0.00	0.00	0.00
8. Final Judgment Fees	0.00	0.00	0.00	0.00
9. Other Income	0.00	0.00	0.00	0.00
<b>10. SUB TOTAL</b>	<b>283,830.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,331,236.29</b>
11. Federal Incentives	0.00	0.00	0.00	0.00
<b>12. NET BUDGET</b>	<b>283,830.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,331,236.29</b>
13. County Share @ 34.00%	96,502.20	0.00	0.00	0.00
14. State Share (IV-D) @ 66.00%	187,327.80	0.00	0.00	0.00
15. STATE GF/GP AMOUNT	0.00	0.00	0.00	0.00
<b>TOTAL CONTRACT AMOUNT</b>	<b>187,327.80</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

### Budget Abstract Summary

Description	2024	2025	2026	2027	2028	Total
<b>SECTION B</b>						
1. FTE Positions	1.35	1.35	1.38	1.38	1.40	6.86
2. % of Total FTE	11.25	11.25	11.50	11.50	11.67	57.17
3. Caseload % (FOC, COM)	100.00	100.00	100.00	100.00	100.00	500.00
<b>SECTION C</b>						
1. Personnel	187,564.82	198,820.02	207,433.88	221,233.88	232,679.91	1,047,732.51
2. Data Processing	3,078.54	3,207.15	3,416.47	3,561.42	3,768.51	17,032.09
3. Other Direct	32,017.18	31,791.00	34,431.07	32,775.04	33,834.63	164,848.92
4. Central Services	10,347.46	10,864.83	11,661.58	12,244.66	13,046.95	58,165.48
5. Paternity Testing	500.00	500.00	500.00	500.00	500.00	2,500.00
<b>6. TOTAL EXPENDITURES</b>	<b>233,508.00</b>	<b>245,183.00</b>	<b>257,443.00</b>	<b>270,315.00</b>	<b>283,830.00</b>	<b>1,290,279.00</b>
7. Service Fees	0.00	0.00	0.00	0.00	0.00	0.00
8. Final Judgment Fees	0.00	0.00	0.00	0.00	0.00	0.00
9. Other Income	0.00	0.00	0.00	0.00	0.00	0.00
<b>10. SUB TOTAL</b>	<b>233,508.00</b>	<b>245,183.00</b>	<b>257,443.00</b>	<b>270,315.00</b>	<b>283,830.00</b>	<b>1,290,279.00</b>
11. Federal Incentives	0.00	0.00	0.00	0.00	0.00	0.00
<b>12. NET BUDGET</b>	<b>233,508.00</b>	<b>245,183.00</b>	<b>257,443.00</b>	<b>270,315.00</b>	<b>283,830.00</b>	<b>1,290,279.00</b>
13. County Share @ 34.00%	79,392.72	83,362.22	87,530.62	91,907.10	96,502.20	438,694.86
14. State Share (IV-D) @ 66.00%	154,115.28	161,820.78	169,912.38	178,407.90	187,327.80	851,584.14
15. STATE GF/GP AMOUNT	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL CONTRACT AMOUNT</b>	<b>154,115.28</b>	<b>161,820.78</b>	<b>169,912.38</b>	<b>178,407.90</b>	<b>187,327.80</b>	<b>851,584.14</b>

- B3**      **Attachment B3 - Equipment Inventory Schedule**  
Attachment B3 - Equipment Inventory Schedule
- C**        **Attachment C - Performance Report Requirements**  
Attachment C - Performance/Progress Report Requirements
- E**        **Attachment E - Program Requirements**  
Attachment E - Program Specific Requirements

2B

<b>SUMMARY OF REQUEST/INFORMATION:</b>	The Friend of the Court is submitting the attached Cooperative Reimbursement Program Contract that has been completed by the Department of Human Services for FY 2024, 2025, 2026, 2027, 2028.
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ADDITIONAL INFORMATION:		AMOUNT	YES	NO
CFDA #	<u>93.563</u>			<u>X</u>
% FEDERAL	<u>0</u>	<u>\$0</u>		<u>X</u>
% STATE	<u>66</u>	<u>\$ 8,281,417</u>		<u>X</u>
LOCAL MATCH			<u>X</u>	
Cash:	<u>34</u>	<u>\$ 4,033,403</u>		
In-Kind:	<u>0</u>	<u>\$0</u>		
IS THIS GRANT A RENEWAL	<u>Yes</u>			
Revenue Account Line #: -	<u>Multiple</u>			
		Is there a Continuation Requirement?		<u>X</u>
		Is there an Interest Earned Requirement?		<u>X</u>
		Can Interest be charged to the Grant?		<u>X</u>
		Is Cost Allocation Allowable?	<u>X</u>	
		(If not Explain Why)		
		IF A RENEWAL, HOW MANY YEARS	<u>5</u>	
		At the end of the Grant do you propose to continue this function?	<u>Mandated by</u>	
		(If so, explain how it will be financed)	<u>State Statute</u>	
EXPLANATIONS:				

<b>BACKGROUND INFORMATION:</b>	Renewal of existing grant
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**SUPPORTING DOCUMENTATION:** Fiscal Years 2024, 2025, 2026, 2027, 2028 IV-D Cooperative Reimbursement Program

**DRAFT MOTION:** I move to accept the 5-year Cooperative Reimbursement Program Grant for FY 2024-2028 (#CSFOC24-44001) between the MDHHS and Lapeer County Friend of the Court, as attached; and further, to authorize the County Controller to electronically accept the grant and that a copy be forwarded to the County Clerk to be entered into the official record as an exhibit.

**YES**

**\*\*Copies of Grants Available for Review in County Clerks Office or Finance Department**

Revised: 7/12/06 ch

**Grant Agreement Between**  
**Michigan Department of Health and Human Services**  
**hereinafter referred to as the "Department"**  
**and**  
**County Of Lapeer**  
**255 Clay Street**  
**Lapeer Mi 48446 2205**  
**Federal I.D.#: 23-86005780, Unique Entity Identifier: CET5MYVNZH69**  
**hereinafter referred to as the "Grantee"**  
**for**  
**Title IV-D Cooperative Reimbursement Program - 2024**  
**Part 1**

**1. Period of Agreement:**

This Agreement will commence on October 1, 2023, and continue through September 30, 2028. No activity will be performed and no costs to the state will be incurred prior to October 1, 2023. Throughout the Agreement October 1, 2023, will be referred to as the start date. This Agreement is in full force and effect for the period specified.

**2. Program Budget and Agreement Amount:**

**A. Agreement Amount**

The total amount of this Agreement is \$12,314,820.00. Under the terms of this Agreement, the Department will provide funding not to exceed \$8,281,417.00. Annual budget amounts are:

	<u>Agreement Period</u>	<u>Amount</u>
Year 1	10/01/2023 through 09/30/2024	\$1,507,324.70
Year 2	10/01/2024 through 09/30/2025	\$1,578,172.40
Year 3	10/01/2025 through 09/30/2026	\$1,652,562.32
Year 4	10/01/2026 through 09/30/2027	\$1,730,671.34
Year 5	10/01/2027 through 09/30/2028	\$1,812,686.24

The source of funding provided by the Department can be obtained in the Schedule of Financial Assistance, available on-demand in the EGrAMS electronic grants management system (<http://egrams-mi.com/mdhhs>).

The Agreement is designated as a:

X Subrecipient relationship (federal funding); or  
Recipient (non-federal funding).

The Agreement is designated as:

Research and development project; or  
X Not a research and development project.



**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. Deviation Allowance**

A deviation allowance modifying an established budget category by \$3,000 or 5%, whichever is greater, is permissible without prior written approval of the Department. Any modification or deviations in excess of this provision, including any adjustment to the total amount of this Agreement, must be made in writing and executed by all parties through an amendment to this Agreement before the modifications can be implemented. This deviation allowance does not authorize new categories, subcontracts, equipment items or positions not shown in the attached Program Budget Summary and supporting detail schedules.

**3. Purpose:**

The focus of the program is to initiate and carry out proceedings to enforce child support payment orders, and to establish and maintain support orders regarding custody, parenting time, health care coverage, and other relevant child support topics.

**4. Statement of Work:**

The Grantee agrees to undertake, perform and complete the activities described in Attachment A, which is part of this Agreement.

**5. Financial Requirements:**

The financial requirements must be followed as described in Part 2 and Attachment B, which are part of this Agreement.

**6. Performance/Progress Report Requirements:**

The progress reporting methods must be followed as described in Part 2 and Attachment C, which are part of this Agreement.

**7. General Provisions:**

The Grantee agrees to comply with the General Provisions as described in Part 2 and Attachment E, which are part of this Agreement.

**8. Administration of the Agreement:**

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

Sonya Butler     Finance Manager                      (517) 241-7728  
butlers2@michigan.gov

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Name	Title	Telephone No.	Email Address
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**9. Grantee's Financial Contact for the Agreement:**

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

Michelle Bonesteel    Accountant

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Name	Title
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mbonesteel@lapeercounty.org    (810) 245-4763

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E-Mail Address	Telephone No.
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**10. Special Conditions:**

- A. This Agreement is valid upon approval and execution by the Department which may be contingent upon approval by the State Administrative Board and signature by the Grantee.
- B. This Agreement is conditionally approved subject to and contingent upon the availability of funds.
- 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 will not assume any responsibility or liability for costs incurred by the Grantee prior to the start date of this Agreement.
- E. The Grantee is required by 2004 PA 533 to receive payments by electronic funds transfer.

**11. Special Certification:**

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

## 12. Signature Section:

**For the Grantee (all agreement types)**

Chairperson, County Board of Commissioners \_\_\_\_\_ Date \_\_\_\_\_

**For the Grantee (Friend of Court and Combination agreements only)**

Chief Circuit Judge \_\_\_\_\_ Date \_\_\_\_\_

**For the Grantee (Prosecuting Attorney and Combination agreements only)**

Prosecuting Attorney \_\_\_\_\_ Date \_\_\_\_\_

**For the Office of Child Support**

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 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**

This section only applies to Grantees designated as subrecipients by the Department (see Part 1, Section II. A.).

1. Required Audit or Audit Exemption Notice

Submit to the Department either a Single Audit, Financial Related Audit or Audit Exemption Notice as described below. A Financial Related Audit is applicable to for-profit Grantees that are designated as subrecipients. If submitting a Single Audit or Financial Related Audit, Grantees must also submit a corrective action plan prepared in accordance with 2 CFR 200.511(c) for any audit findings that impact the Department funded programs, and management letter (if issued) with a corrective action plan.

a. Single Audit

Grantees that are a state, local government or non-profit organization that expend \$750,000 or more in federal awards during the Grantee's fiscal year must submit a Single Audit to the Department, regardless of the amount of funding received from the Department. The Single Audit must comply with the requirements of 2 CFR 200 Subpart F. The Single Audit reporting package must include all components described 2 CFR 200.512 (c).

b. Financial Related Audit

Grantees that are for-profit organizations that expend \$750,000 or more in federal awards during the Grantee's fiscal year must submit either a financial related audit prepared in accordance with Government Auditing Standards relating to all federal awards, or an audit that meets the requirements contained in 2 CFR 200 Subpart F, if required by the federal awarding agency.

c. Audit Exemption Notice

Grantees exempt from the Single Audit and Financial Related Audit requirements (a. and b. above) must submit an Audit Exemption Notice that certifies these exemptions. The template Audit Exemption Notice and further instructions are available at State of Michigan - MDHHS by selecting Inside MDHHS – MDHHS Audit - Audit Reporting.

2. Financial Statement Audit

Grantees exempt from the Single Audit and Financial Related Audit requirements (that are required to submit an Audit Exemption Notice as described above) must submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards if



the audit includes disclosures that may negatively impact the Department funded programs including but not limited to fraud, going concern uncertainties, financial statement misstatements and violations of the Agreement requirements. If submitting a Financial Statement Audit, Grantees must also submit a corrective action plan for any audit findings that impact the Department funded programs.

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 the earlier of 30 calendar days after receipt of the auditor's report(s) or 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 or Financial Related Audit, including any management letter and applicable corrective action plan(s) within nine months after the end of the Grantee's fiscal year, the Department may withhold from any payment from the Department to the Grantee 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. The Department may terminate any current grant agreements if the Grantee is more than 180 days delinquent in meeting the filing requirements.

b. Delinquent Audit Exemption Notice

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

5. Other Audits

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

**H. Subrecipient 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. Reserved**

**N. 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.

**O. Travel Costs**

1. Be reimbursed for travel costs (including mileage, meals, and lodging) budgeted and incurred related to activities 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. Federally funded Grantees must comply with Title 2 CFR 200.475.
  - c. State of Michigan travel rates may be found at the following website: [http://www.michigan.gov/dtmb/0,5552,7-358-82548\\_13132---,00.html](http://www.michigan.gov/dtmb/0,5552,7-358-82548_13132---,00.html).
  - d. International travel must be pre-approved by the Department and itemized in the budget.

**P. Federal Funding Accountability and Transparency Act (FFATA)**

1. Complete and upload the FFATA Executive Compensation report to the EGrAMS agency profile if:
  - a. The Grantee's federal revenue was 80% or more of the Grantee's annual gross revenue; AND
  - b. Grantee's gross revenue from federal awards was \$25,000,000 or more; AND
  - c. The public does not have access to the information about executive officers' compensation through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986.
2. The FFATA Executive Compensation report template can be found in EGrAMS documents.

**Q. 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.

**R. 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.

**S. 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 new employee, 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](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 30 days prior to their required usage in order to afford the Grantee an opportunity to review.

**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. 1. The Grantee must comply with the Department's non-discrimination statement: The Michigan Department of Health and Human Services does not discriminate against any individual or group on the basis of race, national origin, color, sex, disability, religion, age, height, weight, familial status, partisan considerations, or genetic information. Sex-based discrimination includes, but is not limited to, discrimination based on sexual orientation, gender identity, gender expression, sex characteristics, and pregnancy. 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 and state 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. 290 dd-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. 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/or activities 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 activities.
5. That the Grantee will submit a copy of the executed subcontract if requested by the Department.

**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. 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.

**O. Survival**

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

**P. State Data**

1. Ownership. The Department's data ("State Data," which will be treated by Grantee as Confidential Information) includes: (a) the Department's data, user data, and any other data collected, used, processed, stored, or generated as the result of this Agreement; (b) personally identifiable information ("PII") collected, used, processed, stored, or generated as the result of this Agreement, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and, (c) protected health information ("PHI") collected, used, processed, stored, or generated as the result of this Agreement, which is defined under the Health Insurance Portability and



Accountability Act (HIPAA) and its related rules and regulations. State Data is and will remain the sole and exclusive property of the Department and all right, title, and interest in the same is reserved by the Department.

2. Grantee Use of State Data. Grantee is provided a limited license to State Data for the sole and exclusive purpose of providing the activities outlined in the Agreement's Statement of Work, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Agreement's Statement of Work. Grantee must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the activities described in the Statement of Work, such use and disclosure being in accordance with this Agreement, any applicable Statement of Work, and applicable law; (c) keep and maintain State Data in the continental United States and (d) not use, sell, rent, transfer, distribute, commercially exploit, or otherwise disclose or make available State Data for Grantee's own purposes or for the benefit of anyone other than the Department without the Department's prior written consent. Grantee's misuse of State Data may violate state or federal laws, including but not limited to MCL 752.795.
3. Extraction of State Data. Grantee must, within five business days of the Department's request, provide the Department, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Grantee), an extract of the State Data in the format specified by the Department.
4. Backup and Recovery of State Data. Grantee is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data. Grantee must maintain a contemporaneous backup of State Data that can be recovered within two hours at any point in time.
5. Loss or Compromise of Data. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Grantee that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Grantee that relate to the protection of the security, confidentiality, or integrity of State Data, Grantee must, as applicable: (a) notify the Department as soon as practicable but no later than 24 hours of becoming aware of such occurrence; (b) cooperate with the Department in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the Department; (c) in the case of PII or PHI, at the Department's sole election, (i) with approval and assistance from the Department, notify the

affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five calendar days of the occurrence; or (ii) reimburse the Department for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than 24 months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the Department in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; (g) without limiting Grantee's obligations of indemnification as further described in this Agreement, indemnify, defend, and hold harmless the Department for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the Department in connection with the occurrence; (h) be responsible for recreating lost State Data in the manner and on the schedule set by the Department without charge to the Department; and, (i) provide to the Department a detailed plan within 10 calendar days of the occurrence describing the measures Grantee will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Grantee's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Grantee has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Grantee. The Department will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed, and approved by the Department in writing prior to its dissemination. The parties agree that any damages relating to a breach of this section are to be considered direct damages and not consequential damages.

6. Surrender of Confidential Information upon Termination. Upon termination or expiration of this Contract or a Statement of Work, in whole or in part, each party must, within 5 Business Days from the date of termination, return to the other party any and all Confidential Information received from

the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control. Upon confirmation from the State, of receipt of all data, Grantee must permanently sanitize or destroy the State's Confidential Information, including State Data, from all media including backups using National Security Agency ("NSA") and/or National Institute of Standards and Technology ("NIST") (NIST Guide for Media Sanitization 800-88) data sanitization methods or as otherwise instructed by the State. If the State determines that the return of any Confidential Information is not feasible or necessary, Grantee must destroy the Confidential Information as specified above. The Grantee must certify the destruction of Confidential Information (including State Data) in writing within 5 Business Days from the date of confirmation from the State. Any requirement on the Grantee's part to retain data beyond the end of this contract must be authorized by the State

**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; or
  - d. Reserved
  - 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; or
  - c. Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights.
  - d. Reserved
  - e. Reserved
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. Data Privacy and Information Security**

1. Undertaking by Grantee. Without limiting Grantee's obligation of confidentiality as further described, Grantee is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees, agents, and subcontractors of Grantee, if any, comply with all of the foregoing. In no case will the safeguards of Grantee's data privacy and information security program be less stringent than the safeguards used by the Department, and Grantee must at all times comply with all applicable State policies and standards, which are available to Grantee upon request.
2. Reserved
3. Right of Audit by the State. Without limiting any other audit rights of the Department, the Department has the right to review Grantee's data privacy and information security program prior to the commencement of the Agreement's Statement of Work and from time to time during the term of this Agreement. During the providing of the Agreement's Statement of Work, on an ongoing basis from time to time and without notice, the Department, at its own expense, is entitled to perform, or to have performed, an on-site audit of Grantee's data privacy and information security program. In lieu of an on-site audit, upon request by the Department, Grantee agrees to complete, within 45 calendar days of receipt, an audit questionnaire provided by the Department regarding Grantee's data privacy and information security program.
4. Audit Findings. Grantee must implement any required safeguards as identified by the Department or by any audit of Grantee's data privacy and information security program.

**S. 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. Reserved**

**B. Reimbursement Method**

The Grantee will be paid for allowable expenditures incurred by the Grantee, submitted for reimbursement on the Financial Status Reports (FSRs) and approved by the Department. Reimbursement from the Department is based on the understanding that Department funds will be paid up to the total Department allocation as agreed to in the approved budget. Department funds are the first source after the application of fees and earmarked sources unless a specific local match condition exists.

**C. Financial Status Report Submission**

The Grantee must electronically prepare and submit FSRs to the Department via the EGrAMS website <http://egram-mi.com/mdhhs>.

FSRs must be submitted on a monthly basis, no later than 30 days after the close of each calendar month. The monthly FSRs must reflect total actual program expenditures, up to the total agreement amount. Failure to meet financial reporting responsibilities as identified in this Agreement may result in withholding future payments.

The Grantee representative who submits the FSR is certifying to the best of their knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this Agreement. The individual submitting the FSR should be aware that any false, fictitious or fraudulent information, or the omission of any material facts, may subject them to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

The instructions for completing the FSR form are available on the EGrAMS website <http://egram-mi.com/mdhhs>. Send FSR questions to [FSRMDHHS@michigan.gov](mailto:FSRMDHHS@michigan.gov).

**D. Reimbursement Mechanism**

All Grantees must register using the on-line vendor self-service site to receive all state of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits, as mandated by MCL 18.1283a. Vendor registration information is available through the Department of Technology, Management and Budget's web site:

**E. Final Obligations and Financial Status Reporting Requirements**

**1. Obligation Report**

The Obligation Report, based on annual guidelines, must be submitted by the due date established by and using the format provided by the Department's Expenditures Operations Division. The Grantee must provide an estimate of unbilled expenditures for the entire Agreement period. The information on the report will be used to record the Department's year-end accounts payable and receivable for this Agreement.

**2. Department-wide Payment Suspension**

A temporary payment suspension is in effect on agreements during the Department's year-end closing period. The Department will notify the Grantee of the date by which FSRs should be submitted to ensure payment prior to the payment suspension period.

**3. Final FSRs**

Final FSRs are due 30 days following the end of the Agreement period. The final FSR must be clearly marked "Final." Final FSRs not received by the due date may result in the loss of funding requested on the Obligation Report and may result in a potential reduction in a subsequent year's Agreement amount.

**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 within 30 days of the end of the Agreement or treated in accordance with instructions provided by the Department.

**G. Indirect Costs**

The Grantee may use an approved federal or state indirect rate in their budget calculations and financial status reporting. If the Grantee does not have an existing approved federal or state indirect rate, they may use a 10% de minimis rate in accordance with 2 CFR 200 to recover their indirect costs. Governmental Grantees with an existing cost allocation plan may budget accordingly in lieu of an indirect cost rate. Non-governmental Grantees may use a cost allocation plan only if the plan was in place prior to December 26, 2014.

**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.

- D. Immediately if the Department determines that Grantee fails or has failed to meet its obligations under Part 2 Section III. R.

**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. Waiver**

Failure by the Department to enforce any provision of this Agreement will not constitute a waiver of the Department's right to enforce any other provision of this Agreement.

**X. Amendments**

Any changes to this Agreement will be valid only if made in writing and executed by all parties through an amendment to this Agreement. Any change proposed by the Grantee which would affect the Department funding of any project must be submitted in writing to the Department immediately upon determining the need for such change. The Department has sole discretion to approve or deny the amendment request. The Grantee must, upon request of the Department and receipt of a proposed amendment, amend this Agreement.

**XI. 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.

**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.

## **A Attachment A - Statement of Work**

The Grantee shall comply with the following Performance Standards:

1. **CAR Processing** (for Prosecuting Attorney and combined offices ONLY): CARS are evaluated and acted upon (progressed from "EVCAR" to the next minor activity on the Legal Processing [LPRO] screen) pursuant to IV-D policy and recorded in MiCSES within 14 calendar days of receipt.
2. **Locate**: Cases must have, documented in MiCSES, at least one locate attempt using either automated or manual methods (including but not limited to an FCR or NCOA submission, or accessing MiCSES or Business Objects locate results or postal verification) within 75 days of a non-custodial parent (NCP) being unlocated and no payment was received within the last 6 months and at least once every 90 days thereafter until located.
3. **SOP** (for Prosecuting Attorney and combined offices ONLY): Successful SOP pursuant to Michigan IV-D Child Support Manual Section 4.15.
4. **Order Establishment** (for Prosecuting Attorney and combined offices ONLY): IV-D cases must have an order established pursuant to Michigan IV-D Child Support Manual Section 4.15 within 6 months for child support (DS) and paternity (DP) cases.
5. **Review and Modification** (for Friend of the Court and combined offices ONLY): Complete the Modification and Review process as described in the Michigan IV-D Child Support Manual, Section 3.45 within 180 days of request or locating the non-requesting parent or other initiation of the review or modification.
6. **Medical Support**: Child support orders must contain provisions ordering one or both parties to provide medical insurance or cash medical support.
7. **Timely Enforcement** (for Friend of the Court and combined offices ONLY): Initiate or continue enforcement within thirty days of locating an NCP for all cases utilizing either manual or automated tools other than FTRO and STRO.
8. **Training**: IV-D staff (this does not include county IT staff who have no other IV-D duties) take one (1) hour of customer service training each fiscal year. IV-D staff (this does not include county IT staff who have no other IV-D duties) take four (4) hours of IV-D training each fiscal year.

The Grantee shall comply with the following Performance Evaluation and Monitoring. The performance standards are considered to be met as follows:

1. **CAR Processing**: 75% of CARs were evaluated and acted on pursuant to IV-D policy and recorded in MiCSES within 14 calendar days.
2. **Locate**: 75% of cases had documented in MiCSES a locate attempt within 75 days of an NCP being unlocated and every 90 days thereafter until

located.

3. **SOP:** 75% of cases had a successful SOP pursuant to Michigan IV-D Child Support Manual Section 4.15. Note: If from the date of the court action referral initiation, there are at least 75 days remaining in the federally required 90-day SOP timeframe (the timeframe is maintained in MiCSES as the federal expiration dates [aka "FED"]), then the SOP requirement pursuant to Michigan IV-D Child Support Manual Section 4.15 must be met and those cases are included in the evaluation. Any cases in which MiCSES calculated the federal expiration dates before March 4, 2016 are excluded from the evaluation of the performance standard.
4. **Order Establishment:** 75% of child support (DS) and paternity (DP) cases have an order established pursuant to Michigan IV-D Child Support Manual Section 4.15 within 6 months.
5. **Review and Modification:** The review and modifications are performed in accordance with the Michigan IV-D Child Support Manual, Section 3.45 and 75% are completed within 180 days.
6. **Medical Support:** 75% of cases include provisions ordering one or both parties to provide medical insurance or cash medical support.
7. **Timely Enforcement:** Enforcement was initiated or continued within thirty days of locating an NCP in 75% of cases.
8. **Training:** 80% of IV- D staff (this does not include county IT staff who have no other IV-D duties) take one (1) hour of customer service training each fiscal year. 80% of IV-D staff (this does not include county IT staff who have no other IV-D duties) take four (4) hours of IV-D training each fiscal year.

**B Attachment B - Budget****Budget Summary - 2024****A. CONTRACT DESCRIPTION**

COUNTY : Lapeer CONTRACT NO : CSFOC24-44001  
PROVIDER : \_\_\_\_\_ FOC ☒ PA \_\_\_\_\_ COM \_\_\_\_\_  
FISCAL YEAR : 2024 AMENDME \_\_\_\_\_ LINE ITEM  
: \_\_\_\_\_ NT \_\_\_\_\_ TRANSFER \_\_\_\_\_

COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
Allocation Factors	Current 2024 IV-D Budget	Adjustment To 2024 IV-D Budget	Revised 2024 IV-D Budget	Provider's Total Eligible Budget
<b>SECTION B</b>				
1. FTE Positions	16.36	0.00	0.00	18.00
2. % of Total FTE	90.89	0.00	0.00	100.00
3. Caseload % (FOC, COM)	93.34	0.00	0.00	100.00
Budget Categories	Current 2024 IV-D Budget	Adjustment To 2024 IV-D Budget	Revised 2024 IV-D Budget	Provider's Total Eligible Budget
<b>SECTION C</b>				
1. Personnel	1,825,930.44	0.00	0.00	2,026,714.80
2. Data Processing	40,050.41	0.00	0.00	44,064.70
3. Other Direct	151,760.25	0.00	0.00	168,471.34
4. Central Services	129,153.90	0.00	0.00	142,099.13
5. Paternity Testing	0.00	0.00	0.00	0.00
<b>6. TOTAL EXPENDITURES</b>	<b>2,146,895.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,381,349.97</b>
7. Service Fees	0.00	0.00	0.00	0.00
8. Final Judgment Fees	0.00	0.00	0.00	0.00
9. Other Income	0.00	0.00	0.00	0.00
<b>10. SUB TOTAL</b>	<b>2,146,895.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,381,349.97</b>
11. Federal Incentives	0.00	0.00	0.00	0.00
<b>12. NET BUDGET</b>	<b>2,146,895.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,381,349.97</b>
13. County Share @ 34.00%	729,944.30	0.00	0.00	0.00
14. State Share (IV-D) @ 66.00%	1,416,950.70	0.00	0.00	0.00
15. STATE GF/GP AMOUNT	90,374.00	0.00	0.00	0.00
<b>TOTAL CONTRACT AMOUNT</b>	<b>1,507,324.70</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

## Budget Summary - 2025

### A. CONTRACT DESCRIPTION

COUNTY : Lapeer CONTRACT NO : CSFOC24-44001  
 PROVIDER : \_\_\_\_\_ FOC ☒ PA \_\_\_\_\_ COM \_\_\_\_\_  
 FISCAL YEAR : 2025 AMENDMEN T \_\_\_\_\_ LINE ITEM TRANSFER \_\_\_\_\_

COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
Allocation Factors	Current 2025 IV-D Budget	Adjustment To 2025 IV-D Budget	Revised 2025 IV-D Budget	Provider's Total Eligible Budget
<b>SECTION B</b>				
1. FTE Positions	16.36	0.00	0.00	18.00
2. % of Total FTE	90.89	0.00	0.00	100.00
3. Caseload % (FOC, COM)	93.34	0.00	0.00	100.00
Budget Categories	Current 2025 IV-D Budget	Adjustment To 2025 IV-D Budget	Revised 2025 IV-D Budget	Provider's Total Eligible Budget
<b>SECTION C</b>				
1. Personnel	1,910,404.34	0.00	0.00	2,119,714.80
2. Data Processing	46,782.15	0.00	0.00	51,471.18
3. Other Direct	161,441.91	0.00	0.00	179,123.40
4. Central Services	135,611.60	0.00	0.00	149,204.09
5. Paternity Testing	0.00	0.00	0.00	0.00
<b>6. TOTAL EXPENDITURES</b>	<b>2,254,240.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,499,513.47</b>
7. Service Fees	0.00	0.00	0.00	0.00
8. Final Judgment Fees	0.00	0.00	0.00	0.00
9. Other Income	0.00	0.00	0.00	0.00
<b>10. SUB TOTAL</b>	<b>2,254,240.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,499,513.47</b>
11. Federal Incentives	0.00	0.00	0.00	0.00
<b>12. NET BUDGET</b>	<b>2,254,240.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,499,513.47</b>
13. County Share @ 34.00%	766,441.60	0.00	0.00	0.00
14. State Share (IV-D) @ 66.00%	1,487,798.40	0.00	0.00	0.00
15. STATE GF/GP AMOUNT	90,374.00	0.00	0.00	0.00
<b>TOTAL CONTRACT AMOUNT</b>	<b>1,578,172.40</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>



## Budget Summary - 2026

### A. CONTRACT DESCRIPTION

COUNTY : Lapeer CONTRACT NO : CSFOC24-44001  
 PROVIDER : \_\_\_\_\_ FOC ☒ PA \_\_\_\_\_ COM \_\_\_\_\_  
 FISCAL YEAR : 2026 AMENDMEN T \_\_\_\_\_ LINE ITEM TRANSFER \_\_\_\_\_

COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
Allocation Factors	Current 2026 IV-D Budget	Adjustment To 2026 IV-D Budget	Revised 2026 IV-D Budget	Provider's Total Eligible Budget
<b>SECTION B</b>				
1. FTE Positions	16.36	0.00	0.00	18.00
2. % of Total FTE	90.89	0.00	0.00	100.00
3. Caseload % (FOC, COM)	93.34	0.00	0.00	100.00
Budget Categories	Current 2026 IV-D Budget	Adjustment To 2026 IV-D Budget	Revised 2026 IV-D Budget	Provider's Total Eligible Budget
<b>SECTION C</b>				
1. Personnel	1,992,153.34	0.00	0.00	2,209,714.80
2. Data Processing	49,188.11	0.00	0.00	54,118.30
3. Other Direct	183,218.38	0.00	0.00	203,082.55
4. Central Services	142,392.17	0.00	0.00	156,664.29
5. Paternity Testing	0.00	0.00	0.00	0.00
<b>6. TOTAL EXPENDITURES</b>	<b>2,366,952.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,623,579.94</b>
7. Service Fees	0.00	0.00	0.00	0.00
8. Final Judgment Fees	0.00	0.00	0.00	0.00
9. Other Income	0.00	0.00	0.00	0.00
<b>10. SUB TOTAL</b>	<b>2,366,952.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,623,579.94</b>
11. Federal Incentives	0.00	0.00	0.00	0.00
<b>12. NET BUDGET</b>	<b>2,366,952.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,623,579.94</b>
13. County Share @ 34.00%	804,763.68	0.00	0.00	0.00
14. State Share (IV-D) @ 66.00%	1,562,188.32	0.00	0.00	0.00
15. STATE GF/GP AMOUNT	90,374.00	0.00	0.00	0.00
<b>TOTAL CONTRACT AMOUNT</b>	<b>1,652,562.32</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

### Budget Summary - 2027

#### A. CONTRACT DESCRIPTION

COUNTY : Lapeer CONTRACT NO : CSFOC24-44001  
 PROVIDER : \_\_\_\_\_ FOC ☒ PA \_\_\_\_\_ COM \_\_\_\_\_  
 FISCAL YEAR : 2027 AMENDMEN T \_\_\_\_\_ LINE ITEM TRANSFER \_\_\_\_\_

COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
Allocation Factors	Current 2027 IV-D Budget	Adjustment To 2027 IV-D Budget	Revised 2027 IV-D Budget	Provider's Total Eligible Budget
<b>SECTION B</b>				
1. FTE Positions	16.52	0.00	0.00	18.00
2. % of Total FTE	91.78	0.00	0.00	100.00
3. Caseload % (FOC, COM)	93.34	0.00	0.00	100.00
Budget Categories	Current 2027 IV-D Budget	Adjustment To 2027 IV-D Budget	Revised 2027 IV-D Budget	Provider's Total Eligible Budget
<b>SECTION C</b>				
1. Personnel	2,093,919.21	0.00	0.00	2,299,714.80
2. Data Processing	52,342.24	0.00	0.00	57,030.11
3. Other Direct	188,061.74	0.00	0.00	206,404.92
4. Central Services	150,975.81	0.00	0.00	164,497.50
5. Paternity Testing	0.00	0.00	0.00	0.00
<b>6. TOTAL EXPENDITURES</b>	<b>2,485,299.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,727,647.33</b>
7. Service Fees	0.00	0.00	0.00	0.00
8. Final Judgment Fees	0.00	0.00	0.00	0.00
9. Other Income	0.00	0.00	0.00	0.00
<b>10. SUB TOTAL</b>	<b>2,485,299.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,727,647.33</b>
11. Federal Incentives	0.00	0.00	0.00	0.00
<b>12. NET BUDGET</b>	<b>2,485,299.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,727,647.33</b>
13. County Share @ 34.00%	845,001.66	0.00	0.00	0.00
14. State Share (IV-D) @ 66.00%	1,640,297.34	0.00	0.00	0.00
15. STATE GF/GP AMOUNT	90,374.00	0.00	0.00	0.00
<b>TOTAL CONTRACT AMOUNT</b>	<b>1,730,671.34</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

## Budget Summary - 2028

### A. CONTRACT DESCRIPTION

COUNTY : Lapeer CONTRACT NO : CSFOC24-44001  
 PROVIDER : \_\_\_\_\_ FOC ☒ PA \_\_\_\_\_ COM \_\_\_\_\_  
 FISCAL YEAR : 2028 AMENDMEN T \_\_\_\_\_ LINE ITEM TRANSFER \_\_\_\_\_

COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
Allocation Factors	Current 2028 IV-D Budget	Adjustment To 2028 IV-D Budget	Revised 2028 IV-D Budget	Provider's Total Eligible Budget
<b>SECTION B</b>				
1. FTE Positions	16.68	0.00	0.00	18.00
2. % of Total FTE	92.67	0.00	0.00	100.00
3. Caseload % (FOC, COM)	93.34	0.00	0.00	100.00
Budget Categories	Current 2028 IV-D Budget	Adjustment To 2028 IV-D Budget	Revised 2028 IV-D Budget	Provider's Total Eligible Budget
<b>SECTION C</b>				
1. Personnel	2,197,108.01	0.00	0.00	2,389,714.80
2. Data Processing	55,818.04	0.00	0.00	60,233.13
3. Other Direct	196,576.12	0.00	0.00	213,624.87
4. Central Services	160,061.83	0.00	0.00	172,722.38
5. Paternity Testing	0.00	0.00	0.00	0.00
<b>6. TOTAL EXPENDITURES</b>	<b>2,609,564.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,836,295.18</b>
7. Service Fees	0.00	0.00	0.00	0.00
8. Final Judgment Fees	0.00	0.00	0.00	0.00
9. Other Income	0.00	0.00	0.00	0.00
<b>10. SUB TOTAL</b>	<b>2,609,564.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,836,295.18</b>
11. Federal Incentives	0.00	0.00	0.00	0.00
<b>12. NET BUDGET</b>	<b>2,609,564.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,836,295.18</b>
13. County Share @ 34.00%	887,251.76	0.00	0.00	0.00
14. State Share (IV-D) @ 66.00%	1,722,312.24	0.00	0.00	0.00
15. STATE GF/GP AMOUNT	90,374.00	0.00	0.00	0.00
<b>TOTAL CONTRACT AMOUNT</b>	<b>1,812,686.24</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

### Budget Abstract Summary

Description	2024	2025	2026	2027	2028	Total
<b>SECTION B</b>						
1. FTE Positions	16.36	16.36	16.36	16.52	16.68	82.28
2. % of Total FTE	90.89	90.89	90.89	91.78	92.67	457.12
3. Caseload % (FOC, COM)	93.34	93.34	93.34	93.34	93.34	466.70
<b>SECTION C</b>						
1. Personnel	1,825,930.44	1,910,404.34	1,992,153.34	2,093,919.21	2,197,108.01	10,019,515.34
2. Data Processing	40,050.41	46,782.15	49,188.11	52,342.24	55,818.04	244,180.95
3. Other Direct	151,760.25	161,441.91	183,218.38	188,061.74	196,576.12	881,058.40
4. Central Services	129,153.90	135,611.60	142,392.17	150,975.81	160,061.83	718,195.31
5. Paternity Testing	0.00	0.00	0.00	0.00	0.00	0.00
<b>6. TOTAL EXPENDITURES</b>	<b>2,146,895.00</b>	<b>2,254,240.00</b>	<b>2,366,952.00</b>	<b>2,485,299.00</b>	<b>2,609,564.00</b>	<b>11,862,950.00</b>
7. Service Fees	0.00	0.00	0.00	0.00	0.00	0.00
8. Final Judgment Fees	0.00	0.00	0.00	0.00	0.00	0.00
9. Other Income	0.00	0.00	0.00	0.00	0.00	0.00
<b>10. SUB TOTAL</b>	<b>2,146,895.00</b>	<b>2,254,240.00</b>	<b>2,366,952.00</b>	<b>2,485,299.00</b>	<b>2,609,564.00</b>	<b>11,862,950.00</b>
11. Federal Incentives	0.00	0.00	0.00	0.00	0.00	0.00
<b>12. NET BUDGET</b>	<b>2,146,895.00</b>	<b>2,254,240.00</b>	<b>2,366,952.00</b>	<b>2,485,299.00</b>	<b>2,609,564.00</b>	<b>11,862,950.00</b>
13. County Share @ 34.00%	729,944.30	766,441.60	804,763.68	845,001.66	887,251.76	4,033,403.00
14. State Share (IV-D) @ 66.00%	1,416,950.70	1,487,798.40	1,562,188.32	1,640,297.34	1,722,312.24	7,829,547.00
15. STATE GF/GP AMOUNT	90,374.00	90,374.00	90,374.00	90,374.00	90,374.00	451,870.00
<b>TOTAL CONTRACT AMOUNT</b>	<b>1,507,324.70</b>	<b>1,578,172.40</b>	<b>1,652,562.32</b>	<b>1,730,671.34</b>	<b>1,812,686.24</b>	<b>8,281,417.00</b>

- B3**      **Attachment B3 - Equipment Inventory Schedule**  
[Attachment B3 - Equipment Inventory Schedule](#)
- C**        **Attachment C - Performance Report Requirements**  
[Attachment C - Performance/Progress Report Requirements](#)
- E**        **Attachment E - Program Requirements**  
[Attachment E - Program Specific Requirements](#)

3A

Lapeer County  
"GRANT" REQUEST FOR ACTION

DATE: 8/30/2023

REQUEST FOR ACTION -Grant Application

X REQUEST FOR ACTION -Grant Acceptance

TO: Lapeer County Board of Commissioners

FROM: Office of Emergency Management

SUMMARY OF REQUEST/INFORMATION: Accept the FY21 Homeland Security Grant Program (HSGP) reimbursement for the renewal for the Everbridge NIXLE Alerting services period ending March 20, 2024 at no cost to the county.

ADDITIONAL INFORMATION:			YES	NO
CFDA #	97.067	Is there a Continuation Requirement?		X
% FEDERAL	100	Is there an Interest Earned Requirement?		X
% STATE	0	Can Interest be charged to the Grant?		X
LOCAL MATCH	Cash: 0 In-Kind: 0	Is Cost Allocation Allowable? (If not Explain Why)		X
Revenue Account Line #: 258 - 424 - 506 . 000				

CONTACT PERSON(S): Sarah Whaley

BACKGROUND INFORMATION: Everbridge NIXLE is the mobile alerting service that Lapeer County implemented in 2020. Annual renewals since implementation have been reimbursed through the Region 3 Homeland Security Grant Program.

SUPPORTING DOCUMENTATION: Renewal invoice; Cancelled check; Region 3 Purchase Request

DRAFT MOTION: I move to authorize the renewal of the annual Everbridge NIXLE mobile alert system service through March 2024 at a cost of \$7,725.00, to be reimbursed through HSGP grant funding, at no cost the County's General Fund.

ATTACHMENTS Yes : X No:



## FY 2021 HSGP Request for Reimbursement

Type name of reimbursement POC below:

1. REQUESTING JURISDICTION:	Lapeer County	2. POINT OF CONTACT:	Sarah Whaley
3. R3HSPB PROJECT NUMBER:	44-21-01	4. EMHSD TRACKING NO.	R3-2021-80-0057
5. DOLLAR AMOUNT OF REIMBURSEMENT	\$7,725.00	6. MAKE REIMBURSEMENT CHECK OUT TO:	County of Lapeer

## MAIL REIMBURSEMENT CHECK TO:

ADDRESS LINE 1:	255 Clay St.
ADDRESS LINE 2:	#303
CITY:	Lapeer
ZIP CODE:	48446
ATTN:	Sarah Whaley
SPECIAL INSTRUCTIONS:	2023-24 NIXLE Reimbursement

- NOTES:**
1. Please ensure a clean/legible invoice is included with each Reimbursement Request
  2. All Reimbursement Requests must be accompanied by Proof of Payment (i.e., canceled check, zero balance receipt/invoice, credit card statement, etc.
  3. Email this request and applicable documents to Melissa Upper, Planner, at [melupper@gmail.com](mailto:melupper@gmail.com)
  4. Questions concerning this form or reimbursements in general should be addressed to Melissa Upper, at (989) 736-1224 or [melupper@gmail.com](mailto:melupper@gmail.com)

3B

## **REQUEST FOR ACTION**

**DATE:** September 8, 2023

XX REQUEST FOR ACTION

       FOR YOUR INFORMATION

       REQUEST FOR INFORMATION

**TO:** Lapeer County Board of Commissioners

**FROM:** Lapeer County Office of Emergency Management

\*\*\*\*\*

**SUMMARY OF REQUEST / INFORMATION:** To accept the bid response from Dunn Hardware and Supply and authorize the purchase of fifteen (15) Milwaukee MX Fuel ROCKET Tower Light/Charger with batteries and fifteen (15) batteries to be purchased and reimbursed by the FY22 Homeland Security Grant Program Funds as accepted in Resolution 2023-R09.

**ADDITIONAL INFORMATION:** An RFP was posted on the Lapeer County Website soliciting bids for the items identified above. Additional solicitations were sent via email to several additional qualified businesses that supply Milwaukee lighting. The only response received was from Dunn Hardware and Supply. The response was within the budgeted amount and the supplier can meet the requirements of the request.

**CONTACT PERSON(S):**

Sarah Whaley, Emergency Management Coordinator

**BACKGROUND INFORMATION:** FY 22 Homeland Security Grant Program funds were accepted in Resolution 2023-R09 for this identified purpose. Due to the projected total purchase price, an RFP was required to be released. The lights, upon purchase and delivery, will be inventoried and documented, then distributed to the fire departments in Lapeer County.

**SUPPORTING DOCUMENTS:** Bid response and summary

**DRAFT MOTION:**

Motion by \_\_\_\_\_, supported by \_\_\_\_\_, to accept the bid and authorize Emergency Management to proceed with the purchase of fifteen (15) Milwaukee MX Fuel ROCKET Tower Light/Charger with batteries and fifteen (15) batteries from Dunn Hardware and Supply at a cost of \$40,026.90 from 258-424-977-000 and subsequently reimbursed by the identified FY22 Homeland Security Grant Program (HSGP) funds.

ATTACHMENTS      YES   X      NO

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**Dunn Hardware & Supply, Inc.**  
**2023 Gates Street - Reese, Michigan 48757**

---

September 4, 2023

TO: Lapeer County Office of Emergency Management

FROM: Mark Wojdula  
Dunn Hardware & Supply

RE: Milwaukee Lighting and Battery Quote

Per your request, please review the requested Milwaukee item listed below:

Qty	SKU	Description	Cost/ea	Cost/ext
15	MXF041-1XC	Milwaukee MX FUEL ROCKET Tower Light/Charger w/Battery	\$2,868.46	\$40,026.90
15	MXFXC406	Milwaukee MX FUEL XC406 Battery Pack	\$ 0.00	\$ 0.00

**Total-Total: \$40,026.90**

A few items of note:

- Quoted prices are valid for 30 days
- "FREE" Batteries (\$649 value/ea) are included with purchase of Tower Light/Chargers
- Delivery to your location within 20 working days of purchase

Should you have any questions or concerns, please contact me at the telephone number or e-mail address as listed below.

Thank you,



Mark Wojdula

Dunn Hardware & Supply, Inc.  
2023 Gates Street  
Reese, MI 48757  
SAM#: YBLQWSC45311

**Rights of the County:**

The County of Lapeer reserves the right to award proposals in the best interest of the County. The County reserves the right, to accept or reject any and all proposals, or any items or part thereof, or to waive any irregularity in proposals.

The County at its sole discretion will determine who is best suited to perform the services required.

**Signature:**

Having carefully examined all the documents of the solicitation, including the instructions, the undersigned proposes to perform all work in strict compliance with the above-named documents, as well as in compliance with all submitted proposal information.

Business Name: Dunn Hardware & Supply

Authorized Signature: 

Printed Name and Title: MARK Wordula owner/mgr

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**DATE:** September 6, 2023

XREQUEST FOR ACTION

\_\_\_\_FOR YOUR INFORMATION

\_\_\_\_REQUEST FOR INFORMATION

**TO:** LAPEER COUNTY BOARD OF COMMISSIONERS

**FROM:** Lapeer County Sheriff's Office

**SUMMARY OF REQUEST / INFORMATION:** To approve the renewal payment of the Sheriff's App. To be purchased from line 207-350-810.070.

**BACKGROUND INFORMATION:** The App is used for a variety of items. paying into commissary, roster of inmates, incidents happening in the community are just a few.

**CONTACT PERSON(S):** Sheriff Scott McKenna

**SUPPORTING DOCUMENTS:**

**DRAFT MOTION:**

Motion by \_\_\_\_\_, supported by \_\_\_\_\_, to approve the payment to OCV in the annual amount of \$4,995 for the Sheriff's App. To be paid from line #207-350-810.070, and no additional cost to the county.

**ATTACHMENTS** YES\_\_x\_\_ NO\_\_ \_\_

OCV, LLC  
PO Box 2010  
Opelika, AL 36803  
800-381-8321  
accounts@myocv.com  
http://www.myocv.com

## Invoice



BILL TO  
Lapeer County Sheriff's Office  
3231 John Conley Dr.  
Lapeer, MI 48446

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSURE
F10-4063	03/15/2023	\$4,995.00	04/30/2023	Net 30	201

DESCRIPTION	ACTIVITY	QTY	RATE	AMOUNT
Annual support fee to maintain app and upgrade to current iOS and Android standards, host any internal feeds and database structures, and provide customer support. (4/1/2023 - 3/31/2024)	Annual Renewal Fee	1	4,995.00	4,995.00

Please contact Accounts@myocv.com with any invoicing questions.

BALANCE DUE

**\$4,995.00**

For technical support, please contact Support@myocv.com.

Thank you for doing business with OCV, LLC!



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## **REQUEST FOR ACTION**

**DATE:** 8/8/23

XX REQUEST FOR ACTION

       FOR YOUR INFORMATION

       REQUEST FOR INFORMATION

**TO:** Lapeer County Policy & Procedures Committee

**FROM:** John Bustle, Building & Grounds Director

\*\*\*\*\*

**SUMMARY OF REQUEST / INFORMATION:** The swipe card policy took affect in April, 2021. The replacement cost was established at \$5, but the cost of the card alone is over \$5. We are requesting the replacement fee be increased to \$10, to cover the cost of the card, ink, and other items related to the replacement.

### **ADDITIONAL INFORMATION:**

### **CONTACT PERSON(S):**

John Bustle

### **BACKGROUND INFORMATION:**

### **SUPPORTING DOCUMENTS:**

### **DRAFT MOTION:**

Motion by \_\_\_\_\_, supported by \_\_\_\_\_, to approve the amended Swipe Card Identification Badge Policy as attached.

ATTACHMENTS    YES X    NO \_\_\_\_\_

## COUNTY OF LAPEER and LAPEER COUNTY COURTS PERSONNEL AND OPERATIONS POLICY MANUAL

\*\*\*\*\*

Policy Subject: **SWIPE CARD IDENTIFICATION BADGE POLICY**

Authorized by Board of Commissioners: Motion # 141-21

Date: 04/22/2021

Authorized or Revised by Chief Judge:

Date:

Amended: Motion

This policy supersedes all other previous policies regarding this topic until further notice

\*\*\*\*\*

### **Purpose**

The County of Lapeer is committed to providing a safe work environment for all County employees and the citizens we serve. To facilitate this commitment, administration has officially established a Swipe Card Identification Badge Policy for County employees. This policy will serve to readily identify County of Lapeer employees to both the internal and external customers and authorize access to the County Complex.

### **Swipe Card Identification Badge Policy**

County Administration will establish official badge formats. The County Administration office will prepare all badges according to these formats. Only the County Administrator/Controller may approve of exceptions to the official formats. Employees will not, under any circumstances, modify or deface identification badges. Department heads have the responsibility to ensure that this policy is fully implemented:

- A. All employees of the County of Lapeer must possess an ID badge (including Full-time, Part-time, Seasonal, Emergency, and Contract).
- B. ID badges, at a minimum, must include a photo of the employee, employee name, and the department where the employee works. ID badges may contain additional information when necessary.
- C. ID badges may also operate as an electronic access control card. If an employee requires an electronic access to an equipped office door or an equipped building's entrance, the badge will permit authorized electronic access.
- D. ID badges are to be displayed at all times during working hours. An employee who repeatedly fails to wear their ID badge may be subject to disciplinary action.
- E. ID badges must be worn facing up and are to be located between the collar and waist area. Employees will clip badge to clothing or suspend from lanyard. Department heads may grant specific exemptions to this requirement in situations that potentially compromise employee safety.
- F. The only person that will wear an employee ID badge is the employee that the badge is issued to. The employee will not lend his or her badge to anyone.

- G. It is the responsibility of the employee to report a lost, stolen or damaged ID badge to their immediate supervisor. A lost or stolen ID badge must be reported to the County Administration office within 24 hours, to be deactivated for security purposes. Failure to notify the County Administration office may result in disciplinary action. The replacement cost for an ID badge that is lost or stolen is ten dollars (\$10.00). An ID badge that is damaged will be replaced at no charge.
- H. Immediately upon an employee's departure from County employment (retirement, resignation, termination), the immediate supervisor of said employee shall return the relinquished ID badge to the County Administration Office and notify of the departure so that the card can be promptly deactivated.

6A

## REQUEST FOR ACTION

**DATE:** 7 September 2023

XX REQUEST FOR ACTION

       FOR YOUR INFORMATION

       REQUEST FOR INFORMATION

**TO:** Lapeer County Board of Commissioners

**FROM:** Lapeer County Health Dept.

\*\*\*\*\*

**SUMMARY OF REQUEST / INFORMATION:** Request acceptance of the Strengthening Public Health Workforce and Infrastructure in Michigan grant. This is a 4-year grant, paid out annually. I've attached the budget worksheet for FY2024. If approved, we plan to use the majority of the funds to support staffing needs.

**ADDITIONAL INFORMATION:**

**CONTACT PERSON(S):** Kathy Haskins, Director/Health Officer

**BACKGROUND INFORMATION:**

**SUPPORTING DOCUMENTS:** Grant information and the FY24 proposed budget

**DRAFT MOTION:**

Motion by \_\_\_\_\_, supported by \_\_\_\_\_, to accept the four year Strengthening Public Health Workforce and Infrastructure in Michigan grant with the MDHHS through 2027, in the amount of \$176,185 FY 2024 and to be paid out annually each year, and to authorize the Health Department Director to electronically sign the agreement and that a copy be forwarded to the County Clerk to be entered into the official record as an exhibit.

ATTACHMENTS    YES X NO \_\_\_\_\_

## Strengthening Public Health Workforce and Infrastructure in Michigan

### Local Health Department (LHD) Workplan and Budget request

Please fill out the information below related to your jurisdiction's proposal for the Strengthening Public Health Workforce and Infrastructure in Michigan grant opportunity. When saving the file, please replace "template" in the file name with the name of your jurisdiction.

1. LHD Name:  
Lapeer County Health Department
2. Total amount of funding requested for fiscal year (FY)2024 (10/01/2023 – 09/30/2024):  
\$176,185
3. Bulleted description of how your LHD plans to spend the requested funds in FY2024:  
Increase staffing in EH and PH  
Replace workstation furniture  
Trainings for Staff  
IT upgrades, EMR upgrades, computer replacement, software upgrades, servers  
Cost allocation plan
4. High-level budget estimates by expense (eg. Hire Nurse Manager) or budget category (e.g. Staffing) for FY 2024. Please be clear and specific so Local Health Services can ensure expenses fit within allowable categories. Please add as many rows as needed.

Expense/Budget Category	Amount
Staffing	95800
Workstation furniture upgrades	10000
Training	5000
IT upgrades	20000
Cost allocation Plan	45385
<b>Total FY 24 funding requested:</b>	<b>176,185</b>

## Strengthening Public Health Workforce and Infrastructure in Michigan

### Request for Information (RFI)

As part of the Centers for Disease Control and Prevention's (CDC) [Public Health Infrastructure Grant Program](#), the Michigan Department of Health and Human Services (MDHHS) will be distributing \$31,008,494 in funding to 44 local health departments (LHDs) through the Strengthening Public Health Workforce and Infrastructure in Michigan grant opportunity (the City of Detroit is funded directly by the CDC). Funds will be available for the period October 1, 2023 through September 30, 2027.

This funding is intended to support public health infrastructure needs in local jurisdictions related to the public health workforce, foundational capabilities and data modernization. Funding is intended to be flexible to meet the needs of each jurisdiction and can be used for cross-jurisdictional arrangements.

Funding will be split equally among the 44 LHDs, for a total of \$704,738 per LHD (or \$176,184 per year for four years). Funds can be requested as a lump sum or spread across the grant period as desired.

#### **Non-allowable expenses** include:

- New building construction (e.g. breaking ground on a brand-new facility)
- Funding restrictions and limitations listed under CDC's general terms and conditions for non-research grants (see: <https://www.cdc.gov/grants/documents/General-Terms-and-Conditions-Non-Research-Awards.pdf>)
  - Includes lobbying activities, advocacy/promotion of gun control, needle exchange programs, certain telecommunications/surveillance services or equipment and other limitations.

#### **Examples of allowable expenses** include:

- Expenses related to recruitment/hiring of new staff or retention of existing staff
- Supplies and equipment necessary for staff to complete job functions
- Training and conference expenses
- Software or IT equipment purchases, leases, upgrades or repair
- Investments in workforce engagement, well-being and other related programs and services
- Expenses related to purchasing or leasing office space in an existing building
- Physical infrastructure repairs, improvements etc. (buildings, vehicles, equipment, etc.)

#### **Examples of allowable activities:**

- Hiring staff to fill new or existing positions
- Holding training events for new or existing staff
- Purchasing/leasing new vehicles, equipment, IT equipment, etc.
- Remodeling existing office space

Grantees will be required to report progress biannually in winter and summer. This will include reporting on staff hired by job classification and program area. More specific dates and details will be provided.

To indicate interest in receiving Strengthening Public Health Workforce and Infrastructure in Michigan funding, please email a completed MI\_Infrastructure\_Workplan&Budget template to [MDHHS-LocalHealthServices@michigan.gov](mailto:MDHHS-LocalHealthServices@michigan.gov) by **09/11/2023**.



LOB

## **REQUEST FOR ACTION**

**DATE:** 7 September 2023

X  REQUEST FOR ACTION

FOR YOUR INFORMATION

REQUEST FOR INFORMATION

**TO:** BOC

**FROM:** Kathy Haskins, MPH, BSN

\*\*\*\*\*

**SUMMARY OF REQUEST / INFORMATION:** Request acceptance of the FY 2024 EGLE Grant Agreement, which will need to be e-signed. A printed copy is attached, but they will not accept an "ink" signature. Once approved they will provide me with the link to e-sign the document.

**ADDITIONAL INFORMATION:** The majority of this grant covers Type II water systems.

**CONTACT PERSON(S):** Kathy Haskins and Steve Stoddard

**BACKGROUND INFORMATION:** This is our annual State grant for these programs.

**SUPPORTING DOCUMENTS:** Copy of EGLE agreement

**DRAFT MOTION:** Motion by \_\_\_\_\_, supported by \_\_\_\_\_ to accept the FY2024 Health Department EGLE Grant Agreement in the amount of \$190,332, and to authorize the Health Department Director to electronically sign the agreement and that a copy be forwarded to the County Clerk to be entered into the official record as an exhibit.

ATTACHMENTS      YES  X       NO



## LOCAL HEALTH DEPARTMENT GRANT AGREEMENT

BETWEEN THE

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

AND LAPEER COUNTY HEALTH DEPARTMENT

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), **Drinking Water and Environmental Health Division** ("State"), and **Lapeer County Health Department** ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to **Michigan Safe Drinking Water Act, 1076, PA 399. As amended; Natural Resources and Environmental Protection Act, 1994, PA 451, as amended, Parts 117 and 201; Public Health Act, 1978, PA 368, as amended; and Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq.** Legislative appropriation of Funds for grant assistance is set forth in **Public Act No. 119 of 2023**. This Agreement is subject to the terms and conditions specified herein.

### PROJECT INFORMATION:

Project Name: 2024 LHD Grant

Amount of grant: \$190,332

% of grant state 100 / % of grant federal 0

Start Date: 10/1/2023

End Date: 9/30/2024

### GRANTEE CONTACT INFORMATION:

Name/Title: Katherine Haskins, Health Officer

Organization: Lapeer County Health Department

Address: 1800 Imlay City Road

City, State, ZIP: Lapeer, MI 48446-3208

Phone Number: (810) 245-5581

E-Mail Address: khaskins@lapeercounty.org

Federal ID Number (Required for Federal Funding): 38-6005780

Grantee UEI Number (Required for Federal Funding): CET5MYVNZH69

SIGMA Vendor Number: CV0048174

SIGMA Vendor Address ID: 026

**STATE'S CONTACT INFORMATION:**

Name/Title: Austin Munro

Division/Bureau/Office: Drinking Water and Environmental Health Division

Address: PO Box 30817

City, State, ZIP: Lansing, MI 48909-8311

Phone Number: 517-420-1864

E-Mail Address: MunroA1@michigan.gov

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

**FOR THE GRANTEE:**

	Kathy Haskins, Director/Health Officer	
_____ Signature	_____ Name/Title	_____ Date

**FOR THE STATE:**

	Eric Oswald, DWEHD Director	
_____ Signature	_____ Name/Title	_____ Date

## **I. PROJECT SCOPE**

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

## **II. AGREEMENT PERIOD**

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

## **III. CHANGES**

Any changes to this Agreement shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

## **IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS**

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit quarterly financial and/or progress reports according to a form and format prescribed by the State. These reports shall be due according to the following:

<b>Reporting Period</b>	<b>Due Date</b>
October 1 – December 31	January 31
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	October 10*

\*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October

for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1.

(B) The Grantee shall provide a final project report in a format prescribed by the State.

## **V. GRANTEE RESPONSIBILITIES**

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

## **VI. USE OF MATERIAL**

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

## **VII. ASSIGNABILITY**

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

## **VIII. SUBCONTRACTS**

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

## **IX. NON-DISCRIMINATION**

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

## **X. UNFAIR LABOR PRACTICES**

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

## **XI. LIABILITY**

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.



## **XII. CONFLICT OF INTEREST**

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

## **XIII. ANTI-LOBBYING**

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "'Lobbying' means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

## **XIV. DEBARMENT AND SUSPENSION**

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at [www.SAM.gov](http://www.SAM.gov) to verify that its agents, 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 the state.
- (2) Have not within a three-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) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (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 subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.



**\*Federal Funds Only\***

Each eligible applicant must obtain a Unique Entity Identifier (UEI) and maintain an active registration with the Federal System for Award Management (SAM). The SAM website is: [www.SAM.gov](http://www.SAM.gov).

**XV. AUDIT AND ACCESS TO RECORDS**

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of three years after the final payment has been issued to the Grantee by the State.

**XVI. INSURANCE**

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

**XVII. OTHER SOURCES OF FUNDING**

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

**XVIII. COMPENSATION**

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred [and paid]. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

## **XIX. CLOSEOUT**

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

## **XX. CANCELLATION**

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

## **XXI. TERMINATION**

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

## **XXII. IRAN SANCTIONS ACT**

By signing this Agreement the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

### **PROGRAM-SPECIFIC BOILERPLATE**

## **XXIII. DISCLOSURE OF INFORMATION**

All reports and other printed or electronic material prepared by or for the Grantee under the Agreement will not be distributed without the prior written consent of the State except for items disclosed in response to a Freedom of Information Act request, Court Order or subpoena.

## **XXIV. QUALITY ASSURANCE/QUALITY CONTROL**

A project-specific Quality Assurance Project Plan (QAPP) must be submitted to the State in accordance with guidance provided by the EGLE project administrator. Monitoring conducted prior to final EGLE approval of the QAPP will not be reimbursed.

## **XXVI. PREVAILING WAGE**

This project is subject to the Davis-Bacon Act, 40 U S C 276a, *et seq*, which requires that prevailing wages and fringe benefits be paid to contractors and subcontractors performing on federally funded projects over \$2,000 for the construction, alteration, repair (including painting and decorating) of public buildings or works.

## PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

Title to equipment or other nonexpendable personal property supported in whole or in part by the State with categorical funding and having a unit acquisition cost of less than \$5,000 shall vest with the Grantee upon acquisition. The State reserves the right to retain or transfer the title to all items of equipment and nonexpendable personal property having a unit acquisition cost of \$5,000 or more to the extent that it is determined that the State's proportionate interest in such equipment and personal property supports such retention or transfer of title.

The Grantee, if a Local Health Department, shall comply with the local public health accreditation standards and follow the accreditation process and schedule established by the Michigan Department of Health and Human Services (MDHHS) to achieve full accreditation status. A Grantee designated as "not accredited" may have their State allocations reduced for costs incurred in the assurance of service delivery.



**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY  
DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION  
NONCOMMUNITY WATER SUPPLY PROGRAM (TYPE II PUBLIC)  
OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024**

**A. Statement of Purpose**

This agreement is intended to establish responsibilities for both the Grantee and the State of Michigan (State) in the conduct of complete noncommunity water supply program services required under the Safe Drinking Water Act, 1976 PA 399, as amended, and the Administrative Rules, hereinafter referred to as "Act 399."

**B. Program Budget and Agreement Amount**

The Grantee will be paid on a quarterly basis for work in the noncommunity drinking water program. The agreement amount maximum is provided in the *Noncommunity Water Supply Program Allocation Schedule*. All requests for payment must be submitted by the Grantee to the State as described in *F. Reimbursement Schedule*.

**C. Requirements – Grantee**

The Grantee shall perform the following services, including but not limited to:

1. Conduct sanitary surveys, issue water well permits, and have inspections for compliance or enforcement purposes performed by qualified individuals classified as sanitarians or equivalent.
2. Assign one individual to be responsible for operational training and reporting aspects of this agreement and to coordinate communication with the assigned State staff.
3. Maintain a current inventory and track compliance with operation and maintenance requirements at all noncommunity public water supplies within its jurisdiction using the WaterTrack (WT) or SDWIS State data system, or other data system(s) provided by the State.
4. Provide program oversight for required water quality monitoring and reporting at noncommunity public water supplies in accordance with Act 399. The water supply owner shall be advised of the applicable monitoring requirements at the time of completion of a sanitary survey, final approval of a water well permit, or the effective date of the requirement. Notices of violation of required monitoring, maximum contaminant level (MCL) violations, or the occurrence of unregulated compounds shall be provided to the owner and the State in a timely manner. Notices of violation shall include the contaminant, public health effects information, specific precautionary measures, and public notice requirements, where applicable, as required in Act 399.
5. Ensure that repeat samples are collected promptly where initial sample results indicate a potential violation of State drinking water standards; or where the sample analyses are unreliable due to overgrowth, excessive transit time, thermal preservation requirements are not met, or where the presence of organic chemical contamination is indicated.
6. All noncommunity water supplies shall undergo a sanitary survey at least once every five years in accordance with the procedures and regulations established by the State. An accurate and complete sanitary survey form, water well record where available, and transmittal letter to the owner outlining compliance status and monitoring requirements shall be considered a completed

sanitary survey as required in Act 399. All sanitary survey and well record data shall be entered into the program database(s) within 45 days of the survey.

7. Provide a notification to the owners of a noncommunity public water supply found to be in noncompliance that includes the deficient items, outlines corrective action, establishes a specific time schedule for making corrections, and establishes an appropriate monitoring schedule, interim precautionary measures, or public notice requirements, where applicable.
8. Conduct a reinspection within ten (10) days of the expiration date of the compliance schedule to ensure that all violations have been corrected and provide documentation of the results of the reinspection to the owner. If compliance has not been achieved, initiate enforcement in accordance with procedures established by the State.
9. Consult with the State in situations where the noncommunity public water supply injects a chemical into the water supply, provides treatment for public health purposes, utilizes a surface water source, or is found to be providing water that exceeds an MCL or contains unregulated organic compounds. Assist treatment operators, review operation reports, and conduct and document in WT or SDWIS or other approved data system (see Staff Reference Manual) site visits for treatment surveillance. The frequency at which treatment surveillance must occur is as follows: F-level treatment for surface water or groundwater under the direct influence of surface water – two (2) visits per year, D-level treatment such as chemical injection or removal of arsenic or nitrate – one (1) visit per year, Continuous Permanent Public Notice posting at certain Nitrate MCL systems with SO6 enforcement action code – one (1) visit per year; Arsenic bottled water treatment alternative – one (1) visit per three (3) years. In rare instances, if current staff resources suitably trained to conduct surveillance visits are unavailable, the Grantee may make a written request by June 30 to reduce temporarily the number of surveillance visits to be conducted (described in more detail in the Staff Reference Manual).
10. Take prompt action to protect the public health and pursue compliance with applicable construction, public notice, and water quality standards when an inspection establishes that sewage, surface water, chemicals, or other serious contamination can gain entrance into the noncommunity public water supply; when there is a confirmed MCL violation; or when a Level 2 Assessment is required at a noncommunity water supply.
11. Review permit applications and issue permits prior to the construction of any new or altered noncommunity water well(s) as required in Act 399 and in accordance with procedures established by the State. Noncommunity well permits shall be issued on forms provided by the State.
12. Complete a review of the Capacity Development Application to determine if each new nontransient noncommunity water system (NTNCWS) demonstrates adequate technical, managerial, and financial capacity (TMF) in accordance with procedures established by the State prior to authorizing construction of the water system. Withhold the construction permit if the owner does not demonstrate adequate TMF capacity in accordance with procedures established by the State.
13. Perform at least one post-construction inspection of all new noncommunity water wells for which a permit has been issued. Final inspection and authorization for use of the noncommunity public water supply by the public shall be accomplished in accordance with Act 399 and procedures established by the State.

14. Provide the well owner with notification of the results of the final inspection report and status of compliance and establish the appropriate future monitoring schedule as required in Act 399.
15. Obtain written requests for deviations from suppliers of water where necessary and evaluate and approve or deny deviations prior to the construction in accordance with procedures established by the State and set forth in R 325.1613 of the Groundwater Quality Control Rules, promulgated pursuant to Part 127, Water Supply and Sewer Systems, of the Public Health Code, 1978 PA 368, as amended (Act 368); and R 325.10809 of the Safe Drinking Water Act, 1976 PA 399, as amended (Act 399) Rules.
16. Provide technical assistance and program oversight to noncommunity water supply owners and certified drinking water operators.
17. Grantees interested in providing continuing education for certified operators shall:
  - a. Obtain initial prior approval from the State.
  - b. Use the State prepared training modules.
  - c. Distribute and collect evaluation forms from the operators at each session.
  - d. Submit the evaluation forms and participant rosters to the State after each training session is completed.
18. Maintain appropriate noncommunity program records, including sanitary surveys, water well permits, records of water sampling, and correspondence as required in Act 399. Maintain individual noncommunity public water supply files indexed according to water supply serial number for each inventoried noncommunity water supply.
19. Maintain records for reporting water quality monitoring violations, sanitary survey inspections and compliance status, issuance of water well permits, MCL violations, and issuance of public notices. Requests for payment shall be submitted upon completion of violation determinations and required data entry no later than 15 days following the end of the quarter.
20. Notify noncommunity public water supply owners regarding monitoring requirements that includes language clearly stating that they may use any certified drinking water laboratory, including the EGLE laboratory, for compliance monitoring.
21. Grantees performing Source Water Assessments (SWA) of NTNCWSs shall:
  - a. Participate in a SWA training event hosted by EGLE.
  - b. Utilize the State prepared form and/or assessment tools.
  - c. Perform an onsite visit and complete the assessment worksheet with the NTNCWS. Performing these during the sanitary survey, water quality investigations or monitoring schedule review, or during water well permitting is preferred.
  - d. Submit the completed assessment documents to the State after each assessment is completed, and no later than 15 days.
22. Provide regulatory review as required under the Revised Total Coliform Rule (RTCR), such as tracking and reviewing certified Seasonal Start Up Procedures; reviewing Level 1 Assessments; and performing Level 2 Assessments. Maintain associated data within SDWIS on a quarterly basis.



#### **D. Requirements – State**

The State shall perform the following services including, but not limited to:

1. Provide noncommunity public water supply data and WT or SDWIS data system information upon request of the Grantee.
2. Provide slide presentations and master copies of materials to Grantee's that conduct certified operator continuing education. Provide "train the trainer" workshops and ongoing assistance as needed.
3. Provide training and guidance to the Grantee in the form of procedural manuals, rules, policies, handouts, training meetings, joint inspections, and consultations.
4. Provide necessary forms or a data management program for sanitary survey reports, water well permits, capacity development, water quality monitoring, reporting of violations, and maintaining survey frequencies.
5. Provide program consultation and direct staff assistance where necessary in pursuing compliance with applicable construction, monitoring, treatment, public notice, and water quality standards.
6. Provide administrative oversight of the Grantee's noncommunity program to determine whether the work performed is satisfactory according to the terms and conditions of the agreement.
7. Assess the status of the Grantee's noncommunity water supply program relative to meeting the agreement requirements and overall program goals and provide a report outlining the assessment with an opportunity for Grantee input.
8. Provide for the analyses of water samples at the EGLE Laboratory. Payment of laboratory fees for the analyses of water samples required through the provisions of this agreement will be the responsibility of the water supply owner.
9. Provide a listing of all laboratories certified to perform drinking water analyses in Michigan.
10. Provide materials to designated Grantee's to perform SWAs at NTNCWS. Provide training to Grantee's and ongoing assistance as needed. Complete the SWA by determining system susceptibility and return completed assessment to the NTNCWS and Grantee.
11. State contact for Source Water Assessments is Travis Bauer, Geologist. He may be contacted by telephone at 517-242-4560; by e-mail at [BauerT1@michigan.gov](mailto:BauerT1@michigan.gov); or by mail at EGLE-DWEHD, Environmental Health Section, P.O. Box 30817, Lansing, Michigan 48909-8311. Completed SWA documentation shall be e-mailed to [EGLE-EH@michigan.gov](mailto:EGLE-EH@michigan.gov), or via future application provided by the State.
12. State contact for drinking water supply certified operator continuing education is Brianna Moore, Environmental Quality Analyst. She may be contacted by telephone at 517-899-6955; by e-mail at [MooreB15@michigan.gov](mailto:MooreB15@michigan.gov); or by mail at EGLE-DWEHD, Operator Certification Unit, P.O. Box 30817, Lansing, Michigan 48909-8311. Completed evaluation forms shall be e-mailed to [EGLE-EH@michigan.gov](mailto:EGLE-EH@michigan.gov) and participant rosters shall be e-mailed to [EGLE-OTCU-Training@michigan.gov](mailto:EGLE-OTCU-Training@michigan.gov).

13. State contact for the *Noncommunity Water Supply Program* is Dan Dettweiler, Noncommunity Water Supplies Unit Supervisor. He may be contacted by telephone at 517-614-8644; by e-mail at DettweilerD@michigan.gov; or by mail at EGLE-DWEHD, Environmental Health Section, P.O. Box 30817, Lansing, Michigan 48909-8311.

#### **E. Performance/Progress Report Requirements**

At the end of each quarter, the Grantee is responsible for quarterly reporting. This includes completion of violation determinations, documentation of enforcement and follow-up actions on violations, sanitary survey updates, and other required data entry. Deadline is no later than 15 days following the end of the quarter. After data entry is reviewed by the State, a payment request will be processed (see *F. Reimbursement Schedule* below).

#### **F. Reimbursement Schedule**

Submit the quarterly Financial Status Report (FSR) form to EGLE-DWEHD-Admin@michigan.gov, in addition to the following:

<b>Program Activity</b>	<b>Allocation Basis</b>	<b>Payment Request</b>
Standard (STANDARD AMT)	Inventory based on active transient and nontransient noncommunity water supplies (TNCWS & NTNCWS) in WaterTrack (WT).	Request for payment for program expenditures incurred during the quarter should be included on the FSR form.  Payment subject to EGLE performance review verification.
General Fund - Treatment Operator Assistance (GF OPER ASST)	Inventory based on active TNCWS & NTNCWS required to submit monthly operation reports and active supplies recorded in WT as using bottled water for nitrate or arsenic MCLs.	Request for payment for program expenditures incurred during the quarter should be included on the FSR form.  Payment subject to EGLE performance review verification.
General Fund	Inventory based on active transient and nontransient noncommunity water supplies (TNCWS & NTNCWS) in WaterTrack (WT).	Request for payment for program expenditures incurred during the quarter should be included on the FSR form.  Payment subject to EGLE performance review verification.

Each quarterly payment will be made by the State upon the Grantee's fulfillment of its responsibilities under this agreement.

#### **G. Accountability**

The Grantee shall maintain adequate accounting and employee activity records to reflect that all funds granted under this contract have been expended for the program activities as approved by the State. These records shall be made available upon request for audit by the State. Records must be retained by the Grantee for a period of three (3) years from the date of submission of the final expenditure report or the date of termination. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY  
DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION  
DRINKING WATER LONG-TERM MONITORING PROGRAM  
OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024**

**A. Statement of Purpose**

This agreement is intended to establish responsibilities for both the Grantee and the State of Michigan (State) in the conduct of completing work for drinking water long-term monitoring. Funding is approved under Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

**B. Program Budget and Agreement Amount**

The Grantee will be reimbursed on a quarterly basis for each drinking water well sampled on the Drinking Water Monitoring List (List) per sample event and associated work. The State will also reimburse the Grantee for all reasonable costs associated with transmitting the water samples/forms to the Department of Environment, Great Lakes, and Energy (EGLE), Drinking Water Laboratory (Laboratory). The agreement amount maximum is provided in the Drinking Water Long-Term Monitoring Allocation Schedule. All requests for payment must be submitted by the Grantee to the State as described in *F. Reimbursement Schedule*.

**C. Requirements – Grantee**

The Grantee shall perform the following services including, but not limited to:

1. Provide qualified staff for completion of all the required activities.
2. Collect samples from the drinking water wells identified by the State on the Drinking Water Monitoring List (List). The samples must be collected within the sample collection period prescribed by the State while maintaining a minimum period of time between collections. The minimum time periods between collections are as follows:

MONITORING PERIOD	MINIMUM TIME BETWEEN COLLECTIONS
Quarterly (3 months)	1 month
Triannual (4 months)	2 months
Semiannual (6 months)	3 months
Annual (1 year)	6 months
Biennial (2 years)	12 months

3. To ensure that data is available to determine funding needs for the next fiscal year, the following minimum sample collections are to be collected prior to September 1, 2024:
  - All samples listed as an annual collection event.
  - At least one round of samples listed as semiannual.
  - At least one round of samples listed as triannual.
  - At least two rounds of samples listed as quarterly.

If Grantee's schedule does not allow for this minimum sample collection timetable, please contact the EGLE, Source Water Unit, Contamination Investigation Program (SWU CIP) designated representative.

4. Complete the Laboratory's Request for Water Analysis forms or the analysis forms for other laboratories designated by the State.
5. Transport water samples and completed forms for submission to the Laboratory or other laboratory designated by the State. All eligible laboratory costs accrued under the Drinking Water Long-Term Monitoring Program will be the responsibility of the State. Use appropriate preservation and handling techniques for transport of sample(s).
6. All postage charges incurred for transport of water samples to the laboratory will be reimbursed by the State with appropriate receipt documentation for the shipping.
7. All work must follow the sampling plan detailed on the List. Grantee shall follow sampling protocol provided by the Laboratory, or other United States Environmental Protection Agency certified drinking water laboratories as designated by the State. The Laboratory's protocol for collection, transport, and submission of drinking water samples can be reviewed on the internet at [Michigan.gov/EGLELab](http://Michigan.gov/EGLELab) or contact the SWU CIP designated representative for assistance in understanding the Laboratory's protocol.
8. Generate and send health advisory letters after each sampling event to the water well owner and to the water well users if the property is being rented (if known). The letters will meet form and content criteria acceptable to the State. Advisory letters are to be sent within six (6) weeks of receipt of all sample results for a specific site monitoring event. A copy of each advisory letter must be sent to the SWU CIP designated representative. The name of the SWU CIP designated representative appears on the List (see "EGLE CIP Contact"). A copy of each advisory letter and sample result must also be sent to the respective EGLE, Remediation and Redevelopment Division, district office unless otherwise indicated by that district office or to other EGLE program staff as directed by SWU CIP staff.

#### **D. Requirements – State**

The State shall perform the following services including, but not limited to:

1. Provide the Grantee the List(s). This includes the location of drinking water wells to be monitored and the sample collection frequency for each address. These are organized by drinking water monitoring sites (Site) by Site name.
2. Assist Grantee in drafting health advisory letters.
3. Instruct Grantee staff on sample collection protocol, when requested.
4. Update Grantee with changes for any Site in the Drinking Water Long-Term Monitoring Program. Documented notification of changes, such as additions and deletions of Sites or sample locations

within a Site, and changes to sample collection frequency will be made by mail, fax, or electronic mail.

5. Provide payment in accordance with the terms and conditions of this agreement based upon appropriate reports, records, and documentation maintained by the Grantee. Review of the documentation and approval of payment will be made by the SWU CIP designated representative on a quarterly basis. The program contact person is Ms. Sara Pearson. She may be contacted by telephone at 517-420-3219; by e-mail at [pearsons@Michigan.gov](mailto:pearsons@Michigan.gov); or by mail at EGLE-DWEHD, Contamination Investigation Program, P.O. Box 30817, Lansing, Michigan 48909-8311.
6. Provide any report forms and reporting formats required by the State at the effective date of this agreement, and with any new report forms and reporting formats proposed for issuance thereafter, at least 90 days prior to required usage, to afford the Grantee an opportunity for review and comment.

#### **E. Performance/Progress Report Requirements**

The Grantee shall adhere to the terms and conditions of this agreement as demonstrated by appropriate reports, records, and documentation maintained by the Grantee. Reports shall include a list of water wells sampled by Site name and date along with total payment requested, including postage, and copies of the advisory letters if not previously provided.

#### **F. Reimbursement Schedule**

The State will reimburse the Grantee \$90 for each sampling event and associated work performed in accordance with the List and designated frequency during the year ending September 30, 2024.

Reimbursement shall be requested on a quarterly basis by submittal of required reports to the SWU CIP designated representative and submittal of the quarterly Financial Status Report (FSR) to the email address [EGLE-DWEHD-Admin@michigan.gov](mailto:EGLE-DWEHD-Admin@michigan.gov). The final payment for the fiscal year will be made by the State upon the grantee's fulfillment of its responsibilities under this agreement.

#### **G. Accountability**

The Grantee shall maintain adequate accounting and employee activity records to reflect that all funds granted under this contract have been expended for the program activities as approved by the State. These records shall be made available upon request for audit by the State. Records must be retained by the Grantee for a period of three (3) years from the date of submission of the final expenditure report or the date of termination. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.



**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY  
DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION  
CAMPGROUND PROGRAM  
OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024**

**A. Statement of Purpose**

This agreement is intended to establish responsibilities for both the Grantee and the State in the conduct of campground program in accordance with Part 125 of the Public Health Code, 1978 PA 368, as amended (Part 125).

This agreement is also intended to establish responsibilities for both the Grantee and the State in the conduct of issuing temporary campground licenses in accordance with Part 125.

**B. Program Budget and Agreement Amount**

The Grantee will be provided a Campground Fund allocation to help with the cost of the annual inspection of licensed campgrounds. The Grantee will also be provided a General Fund allocation to help administer a campground inspection program of active, but not yet licensed campgrounds. These allocated amounts are based on the active campground inventory at the time of contract.

All requests for payment must be submitted by the Grantee to the State as described in item *F. Reimbursement Schedule*.

The Grantee will reimburse the State on an annual basis for the state license fees collected for temporary campground licenses issued during the year by the Grantee's staff or designated representative. The agreement amount is provided in item *F. Reimbursement Schedule*. The State requests for reimbursement are as described in item *F. Reimbursement Schedule*.

**C. Requirements – Grantee**

The Grantee will conduct an inspection of all licensed campgrounds under its jurisdiction and complete a state-provided *Campground Inspection Report* (Form EQP1715 and Supplement Form EQP1715-1). The Grantee will also inspect active campgrounds that should be licensed, investigate complaints, and provide compliance assistance to campground owners. Local efforts to educate unlicensed campground owners on the regulations and approval processes should be attempted prior to, or in coordination with, referrals to State program and enforcement staff.

All licensed campgrounds should be inspected when they are open from April through September. Completed inspection reports are to be submitted to the State within two (2) weeks following the inspection.

The Grantee will collect state license fees for temporary campgrounds within its jurisdiction in accordance with the current fee schedule as printed on the application (Form EQP1717). The Grantee will issue or deny the temporary campground license and forward a copy of the approved or denied license to the State. Licenses are to be forwarded to the State within two (2) weeks after the licensing period.

The Grantee will provide a list of temporary campgrounds, that includes campground name and fee category, to the State for review by October 16, 2024.

#### **D. Requirements – State**

An active report of licensed campgrounds is updated daily on the Campground Program webpage at [Michigan.gov/EGLECampgrounds](http://Michigan.gov/EGLECampgrounds) for Grantee access to the current list of licensed campgrounds.

The State will provide technical assistance as requested and periodic oversight to the Grantee relative to campground compliance issues. The State's Campground Program shall function as a technical resource to health department staff and campground owners. As needed, the State will provide to the Grantee status reports indicating annual inspection reports received, temporary licenses received, the program fee schedule, and other program guidance.

The contact person is Sarah Rottiers, who may be reached at 517-282-4032; or [RottiersS@michigan.gov](mailto:RottiersS@michigan.gov); or at EGLE, Drinking Water and Environmental Health Division, Environmental Health Section, Campground Program, P.O. Box 30817, Lansing, Michigan 48909-8311.

#### **E. Performance/Progress Report Requirements**

Submit annual inspection reports through Michigan Environmental Health and Drinking Water Information Systems (MiEHDWIS). Please send e-mail to [EGLE-DWEHD-ITApplicationSupport@michigan.gov](mailto:EGLE-DWEHD-ITApplicationSupport@michigan.gov) or contact the Environmental Assistance Center at 800-662-9278 between 8:00 a.m. and 4:30 p.m., Monday - Friday to get started. To utilize MiEHDWIS, a MILogin Third Party account must be created for health department staff.

Submit issued Temporary Campground Licenses to [EGLE-EH@michigan.gov](mailto:EGLE-EH@michigan.gov).

#### **F. Reimbursement Schedule**

During the grant period of October 1, 2023 to September 30, 2024, the Grantee can request reimbursement of expenses incurred to complete the annual inspection of licensed campgrounds conducted by the Grantee's staff or designated representative, to administer a campground program, and to address inspections of unlicensed campgrounds or other compliance assistance activities up to the combined Campground Fund and General Fund award amount. Please refer to Program Funding – Appendix B at the end of this agreement for award amounts.

Payment shall be requested on a quarterly basis by submittal of the quarterly Financial Status Report (FSR) to the email address [EGLE-DWEHD-Admin@michigan.gov](mailto:EGLE-DWEHD-Admin@michigan.gov). Please include a list of the campgrounds inspected during the quarter.

The State will send an invoice to collect the state temporary campground license fees, less the \$25 portion of the fee, intended for the Grantee for the temporary campground licenses issued by the Grantee's staff or designated representative during the year ending September 30, 2024.

#### **G. Accountability**

The Grantee shall maintain adequate accounting and employee activity records to reflect that all funds granted under this contract have been expended for the program activities as approved by the State. These records shall be made available upon request for audit by the State. Records must be retained by the Grantee for a period of three (3) years from the date of submission of the final expenditure report or the date of termination. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.



**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY**  
**DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION**  
**PUBLIC SWIMMING POOL PROGRAM**  
**OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024**

**A. Statement of Purpose**

This agreement is intended to establish responsibilities for both the Grantee and the State of Michigan (State) in the conduct of completing work within the Grantee's jurisdiction in the Public Swimming Pool Program in accordance with Section 12532 of the Public Health Code, 1978 PA 368, as amended.

**B. Program Budget and Agreement Amount**

The Grantee will be provided a Swimming Pool Fund allocation to help with the cost of the annual inspection of licensed swimming pools. The Grantee will also be provided a General Fund allocation to help administer a swimming pool inspection program of actively open, but not yet licensed swimming pools. These allocated amounts are based on the active swimming pool inventory at the time of contract.

All requests for payment must be submitted by the Grantee to the State as described in item *F. Reimbursement Schedule*.

**C. Requirements – Grantee**

The Grantee will conduct an inspection of all public swimming pools under its jurisdiction, investigate complaints, issue closing orders, conduct meetings and/or conferences relative to compliance issues, and complete a *Public Swimming Pool Inspection Report* (Form EQP1735), as provided by the State, or other report form approved by the State. Local efforts to educate unlicensed swimming pool owners on the regulations and approval processes should be attempted prior to, or in coordination with, referrals to State program and enforcement staff. This can include, but is not limited to, issuing a formal order or schedule of compliance for obtaining licensure and following up with subsequent closing orders for noncompliance with the order or compliance schedule for the operation of unlicensed swimming pools.

To assist with timely issuance of operation licenses for the following calendar year, pool inspections should be completed prior to the end of September and inspections during the months of October, November and December should be avoided as much as possible.

Completed inspection reports are to be submitted to the State within two (2) weeks following the inspection.

**D. Requirements – State**

The State will furnish periodic status reports to the Grantee indicating the number of license applications, fees, and inspection reports received.

The State will provide technical assistance and periodic oversight to the Grantee relative to public swimming pool compliance issues when requested. The program contact person is Ms. Starla Walter. She may be contacted by telephone at 517-282-7362; by e-mail at

WalterS4@michigan.gov; or by mail at EGLE-DWEHD, Environmental Health Section – Public Swimming Pool Program, P.O. Box 30817, Lansing, Michigan 48909-8311.

#### **E. Performance/Progress Report Requirements**

Submit inspection reports and other entity documents through Michigan Environmental Health and Drinking Water Information Systems (MiEHDWIS), a web application. To get started, please send e-mail to EGLE-DWEHD-ITApplicationSupport@michigan.gov or contact the Environmental Assistance Center at 800-662-9278 between 8:00 a.m. and 4:30 p.m., Monday - Friday. To utilize MiEHDWIS, a MILogin Third Party account must be created for health department staff.

#### **F. Reimbursement Schedule**

During the grant period of October 1, 2023 to September 30, 2024, the Grantee can request reimbursement of expenses incurred to complete the annual inspection of licensed swimming pools conducted by the Grantee's staff or designated representative, to help administer a swimming pool program, and to address inspections of unlicensed swimming pools or other compliance assistance activities up to the combined Swimming Pool Fund and General Fund award amount. Please refer to Program Funding – Appendix B at the end of this agreement for award amounts.

If your local jurisdiction is certified by the Department of Environment, Great Lakes, and Energy to conduct initial inspections, the State will reimburse the Grantee on a quarterly basis for initial license swimming pool inspections completed by the Grantee's staff or designated representative during the period of October 1, 2023 to September 30, 2024. The reimbursement for an initial license inspection for a public swimming pool is \$100.

Reimbursement shall be requested on a quarterly basis by submittal of the quarterly Financial Status Report (FSR) to the email address EGLE-DWEHD-Admin@michigan.gov. Please include a list of the public swimming pools inspected during the quarter.

#### **G. Accountability**

The Grantee shall maintain adequate accounting and employee activity records to reflect that all funds granted under this contract have been expended for the program activities as approved by the State. These records shall be made available upon request for audit by the State. Records must be retained by the Grantee for a period of three (3) years from the date of submission of the final expenditure report or the date of termination. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY**  
**DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION**  
**SEPTAGE PROGRAM**  
**OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024**

**A. Statement of Purpose**

This agreement is intended to establish a payment schedule to the Grantee for an initial septage land site inspection, annual land site inspection, septage vehicle inspection, and authorized receiving facility inspection in accordance with Section 324.11716 of Part 117, Septage Waste Servicers, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

**B. Program Budget and Agreement Amount**

The Department of Environment, Great Lakes, and Energy (EGLE) will reimburse the Grantee on a quarterly basis according to the following criteria:

Initial inspection of a septage land site (per site)	\$500.00
Annual EGLE authorized "active" land site inspection (per site) includes EGLE authorized septage storage facility inspection	\$430.00
Annual or initial inspection of septage vehicles (per vehicle)	\$50.00
EGLE authorized receiving facility inspection	\$100.00

The payment for a new land application site and new vehicle shall satisfy the annual inspection requirement. The payment for land sites will be made for one inspection of each site. Please note that each site may contain more than one unit otherwise known as a "field." The site inspection and reimbursement payment include inspection of the EGLE authorized septage storage facility (if applicable).

The payment for septage vehicle inspections will be based on the number of vehicles inspected – one payment only per vehicle.

**C. Requirements – Grantee**

1. The Grantee shall investigate complaints and conduct meetings and/or conferences relative to compliance issues. The Grantee will provide a timely and appropriate response to all violations in a manner described in an EGLE Septage Program document entitled, "Fiscal Year 2023 Enforcement Policy."
2. The Grantee shall conduct inspections of all EGLE licensed septage land sites and septage vehicles on an annual basis in accordance with Part 117 and as established in an EGLE Septage Program document entitled "Fiscal Year 2023 Compliance Inspection Policy." The Grantee shall use EGLE's online *Septage Haulers Directory* prior to inspection and use current inspection forms provided by EGLE posted on the Septage Program website. Completed inspection reports are to be forwarded to the State within two (2) weeks following the inspection.
3. EGLE shall notify the Grantee to conduct inspections of new land application sites and new vehicles. The Grantee shall conduct inspections of new land application sites and new vehicles and submit the material to EGLE's Septage Program within two (2) weeks from the date of receipt

of EGLE notification. The inspections are conducted to verify that the new sites, the new septage vehicles, and the servicing methods are in compliance with Part 117. The Grantee shall use current inspection forms provided by EGLE posted on the Septage Program website.

4. The Grantee shall conduct annual inspections of all EGLE authorized septage receiving facilities in their jurisdiction using current inspection forms provided by EGLE. Completed inspection reports are to be submitted to the State within two (2) weeks following the inspection.
5. The Grantee shall conduct inspections of all EGLE authorized septage storage facilities on an annual basis. The Grantee shall use current inspection forms provided by EGLE posted on the Septage Program website. Completed inspection reports are to be submitted to the State within two (2) weeks following the inspection.
6. The Grantee should complete **all** inspections by **August 31, 2024**. Septage inspections during the month of September ought to be avoided as much as possible. However, if necessary, the Grantee may continue to complete inspections until **September 30, 2024**.

Inspection requirement details are outlined in the document entitled, "Septage Compliance Inspection Policy." This policy, inspection checklists, reports and forms are posted on the program website and can be downloaded by clicking on *Health Department Information* located under *Downloads*.

#### **D. Requirements – State of Michigan**

EGLE shall provide a current list of permitted land application sites by jurisdiction. This information is available by clicking on *Septage Haulers Directory* located under *Online Services* on the program website and searching by county.

1. EGLE shall provide up to date license application materials on the program website available under *Program Forms/Downloads*.
2. EGLE shall perform a one-time, detailed review of all new septage waste firm business, vehicle, land site and cropping plan applications to ensure administrative completeness before forwarding them to the Grantee for inspection.
3. EGLE shall provide current inspection forms on the program website. These forms can be downloaded from the program website by clicking on *Health Department Information* or *Land Application Information* located under *Program Forms/Downloads*. The inspection forms include:
  - a. Existing Land Site Inspection Form (EQP5900).
  - b. New Land Site Inspection Form (EQP5970).
  - c. Cropping Plan Form (EQP5928).
  - d. Vehicle Inspection PDF Fillable Form (EQP5901).
  - e. Receiving Station Inspection Form (EQP5911).
  - f. Storage Facility Checklist (EQP5966).
4. EGLE will provide for the request and receipt of annual cropping plans for all existing land application sites which shall be transmitted to the Grantee. EGLE will make available detailed land

application record review and inspection resources necessary to assist the Grantee in their consideration of cropping plans for existing sites within their respective jurisdictions.

5. EGLE will provide resources, technical assistance, regional training, and program support as requested by the Grantee. These resources include the Guidance Manual for the Land Application of Septage Waste which can be downloaded from the program website. It can be accessed by clicking on *Land Application Information* under *Program Forms/Downloads*.
6. EGLE shall provide program updates and information via the program website's *Septage Program FAQ's* (Frequently Asked Questions) and informational mailings. The Grantee will be copied on memos and letters issued to licensed septage businesses.

#### **E. Performance/Progress Report Requirements**

Submit inspections and other septage facility documents through Michigan Environmental Health and Drinking Water Information Systems (MiEHDWIS). Please send e-mail to EGLE-DWEHD-ITApplicationSupport@michigan.gov or contact the Environmental Assistance Center at 800-662-9278 between 8:00 a.m. and 4:30 p.m., Monday - Friday to get started. To utilize MiEHDWIS, a MILogin Third Party account must be created for health department staff.

#### **F. Reimbursement Schedule**

Reimbursement shall be requested on a quarterly basis by submittal of the quarterly Financial Status Report (FSR) to the email address EGLE-DWEHD Admin@michigan.gov. Please attach a list of the Septage Program inspections that were completed during the quarter.

#### **G. Accountability**

The Grantee shall maintain adequate accounting and employee activity records to reflect that all funds granted under this contract have been expended for the program activities as approved by the State. These records shall be made available upon request for audit by the State. Records must be retained by the Grantee for a period of three (3) years from the date of submission of the final expenditure report or the date of termination. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.



## PROGRAM FUNDING - APPENDIX B

### **Noncommunity Water Supply Program (Type II Public)**

1. Standard Allocation - State Funding Amount: \$48,016
2. General Fund - State Funding Amount: \$135,806

### **Drinking Water Long-Term Monitoring**

1. RRD State Funding Amount: \$1,400
2. General Fund - State Funding Amount: \$900

### **Campground Program**

1. Campground Fund - State Funding Amount: \$450
2. General Fund - State Funding Amount: \$1,340

### **Public Swimming Pool Program**

1. Public Swimming Pool Fund - State Funding Amount: \$720
2. General Fund - State Funding Amount: \$1,700
3. Public Swimming Pool Fund – Initial Inspections Funding Amount: \$0

### **Septage Program**

Septage Fund - State Funding Amount: \$0

If you need this information in an alternate format, contact [EGLE-Accessibility@Michigan.gov](mailto:EGLE-Accessibility@Michigan.gov) or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations. Questions or concerns should be directed to the Nondiscrimination Compliance Coordinator at [EGLE-NondiscriminationCC@Michigan.gov](mailto:EGLE-NondiscriminationCC@Michigan.gov) or 517-249-0906.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.

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Lapeer County  
"GRANT" REQUEST FOR ACTION

DATE: 7/26/2023

REQUEST FOR ACTION -Grant Application

XXX REQUEST FOR ACTION -Grant Acceptance

TO: Lapeer County Board of Commissioners

FROM: Maureen Salayko

SUMMARY OF REQUEST/INFORMATION: Thumb Area Regional Community Corrections was asked to reduce their budget due to a lack of utilization by MDOC. A CCAB meeting was held on 7/19/2023, at which time the budget adjustment was approved by the governing CCAB as prepared by David Stevens. Working in close coordination with the grant coordinator, Mr. Stevens was able to make the budget adjustment in a way that will not affect programming or office operations.

ADDITIONAL INFORMATION:			YES	NO
CFDA #		Is there a Continuation Requirement?		XXX
% FEDERAL		Is there an Interest Earned Requirement?		XXX
% STATE	100	Can Interest be charged to the Grant?		XXX
LOCAL MATCH	Cash: 0	Is Cost Allocation Allowable?		XXX
	In-Kind:	(If not Explain Why)		
Revenue Account Line #: - - - .				

CONTACT PERSON(S): Maureen Salayko

BACKGROUND INFORMATION This is a budget adjustment to the FY2023 Grant.

SUPPORTING DOCUMENTATION No \

DRAFT MOTION: I move to approve the Change Notice 1 to Grant No CPS-2023-1-28 between the Department of Corrections and Community Corrections reflecting a decrease of \$30,000.00 for a new authorized budget total of \$260,000.00, with the understanding that the decrease will not affect programming or office operations.

ATTACHMENTS Yes XXX No



STATE OF MICHIGAN  
DEPARTMENT OF CORRECTIONS  
OFFICE OF COMMUNITY CORRECTIONS  
P.O. BOX 30003  
LANSING, MICHIGAN 48909

**Change Notice 1**  
**GRANT NO. CPS-2023-1-28**  
**between**  
**THE DEPARTMENT OF CORRECTIONS**  
**and**

<b>GRANTEE NAME AND ADDRESS:</b> <b>Lapeer County</b> <b>255 Clay St., Room 83</b> <b>Lapeer, MI 48446-2298</b>	<b>GRANTEE TELEPHONE:</b> <b>810-245-4744</b>
<b>GRANTEE CONTACT:</b> David Stevens	<b>MDOC CONTACT:</b> <b>Douglas Clark</b>
<b>DESCRIPTION OF GRANT:</b> <b>Community Corrections – Provide programs and services that shall enhance jail utilization, reduce the prison commitment rate, and impact recidivism.</b>	
<b>GRANT PERIOD:</b> 1 Year <b>FROM:</b> October 1, 2022 <b>TO:</b> September 30, 2023	
<b>BUDGET INFORMATION:</b> <b>Effective immediately, the following changes are made to this Grant:</b>  <b>Decrease the Total Authorized Budget by \$30,000.00 for a new Total Authorized Budget of \$260,000.00.</b>  <b>TOTAL AUTHORIZED BUDGET:      \$260,000.00</b>	

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**FOR THE GRANTEE:**

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Authorized Agent Signature

\_\_\_\_\_  
Authorized Agent (Print or Type)

\_\_\_\_\_  
Date

**FOR THE STATE:**

\_\_\_\_\_  
Signature

**Lia Gulick**  
\_\_\_\_\_  
Name

**Deputy Director, MDOC**  
\_\_\_\_\_

Title

\_\_\_\_\_  
Date

8A

LAPEER COUNTY

*Community Mental Health Center*

1570 Suncrest Drive, Lapeer, Michigan 48446  
(810) 667-0500 FAX: (810) 664-8728

Date: August 24, 2023

      X       Request for Action  
           For Your Information  
           Request for Information

To: Lapeer County Board of Commissioners - Regular Board Meeting

From: Lapeer County Community Mental Health

Summary of Request/Information:

Requesting approval of attached amended budget.

Additional information:

Motion #0823-002 Lapeer County Community Mental Health Services Board at its Board meeting on August 17, 2023 approved these amendments for the fiscal year 2022-2023.

Contact person(s):

Lauren Emmons, Chief Executive Officer or  
Inder Abrol, Finance Department



Background Information:

To adjust the CMH budget to reflect the estimated revenue and expenses for the fiscal year 2022-2023.

Supporting Documents:

Budget Amendment Form.

Draft Motion:

Move to approve Lapeer County Community Mental Health Budget Amendments for the fiscal year 2022-2023.

Attachments:      Yes            X            No

LAPEER COUNTY

RECEIVED: 8-24-23 Page 1 of 2

## BUDGET AMENDMENT FORM

REVIEWED: \_\_\_\_\_

FUND NAME: CMH

FORWARDED: \_\_\_\_\_

ORIGINATOR: Inder Abrol 8/24/2023 *JB*

RETURNED: \_\_\_\_\_

ACCOUNT NUMBERS				DESCRIPTION	ORIGINAL/ AMENDED BUDGET	PRIOR AMENDED BUDGET	REQUEST BUDGET INCREASE	REQUEST BUDGET DECREASE	NEW AMENDED BUDGET
FUND	ACTIVITY	ACCOUNT							
222	649	607	090	Misc. Income- Harmony Hall	\$5,000		\$1,000		\$6,000
222	649	638	000	Medicare Part B- Outpatient	79,000			34,000	45,000
222	649	638	010	Blue Cross & Blue Shield- Outpatient	45,000		50,000		95,000
222	649	638	030	Other Insurance	18,000		23,000		41,000
222	649	638	040	Private Pay	3,500		2,500		6,000
222	649	675	010	Donations/Local Match	1,500			500	1,000
222	649	681	010	Earned Contracts	265,000		85,000		350,000
222	649	730	000	Office Supplies	\$157,398		49,000		\$206,398
222	649	730	060	Maintenance Supplies	11,168			8,000	3,168
222	649	730	080	Therapy Supplies	86,658		10,000		96,658
222	649	750	004	Drug Court Grant Expense - Courts	3,500			3,500	-
222	649	801	010	Consulting- Financial & Contract Management	280,800		1,500		282,300
222	649	801	090	Medicaid Draw Down Provision	170,368			86,228	84,140
222	649	813	000	Other Contracted Services	847,609		22,626		870,235
222	649	813	019	Specialized Residential Services Contracts (AF	5,011,591			32,680	4,978,911
222	649	813	021	Consulting- Physician Services- CMH & Group	732,240		20,000		752,240

**ALL BUDGET AMENDMENT REQUESTS MUST BALANCE!!!**

COMPUTER ENTRY BY: \_\_\_\_\_

DEPT. HEAD: MOTION #: 0823-002

DATE ENTERED: \_\_\_\_\_

LAPEER COUNTY  
BUDGET AMENDMENT FORM

FUND NAME: CMH  
ORIGINATOR: Inder Abrol 8/24/2023

RECEIVED: 8-24-23 Page 2 of 2  
REVIEWED: \_\_\_\_\_  
FORWARDED: \_\_\_\_\_  
RETURNED: \_\_\_\_\_

ACCOUNT NUMBERS				DESCRIPTION	ORIGINAL/ AMENDED BUDGET	PRIOR AMENDED BUDGET	REQUEST BUDGET INCREASE	REQUEST BUDGET DECREASE	NEW AMENDED BUDGET
FUND	ACTIVITY	ACCOUNT							
222	649	813	.171	MCSI Lapeer- CLS	200,324		11,303		211,627
222	649	813	.220	Respite Services- Helping Hand	200,000		22,598		222,598
222	649	813	.240	Respite Services- MCSI	185,000		20,992		205,992
222	649	813	.280	Crisis Residential- Children's	25,000		25,000		50,000
222	649	813	.290	CLS Services- LTW	88,304		18,408		106,712
222	649	832	.010	State Institutional- County Share	315,000			35,000	280,000
222	649	860	.050	Staff Travel	55,000		20,000		75,000
222	649	900	.000	Advertising	25,000		2,000		27,000
222	649	932	.000	CMH Owned Vehicle Repairs & Gas, Oil, Lube	33,000		7,000		40,000
222	649	956	.000	Professional Education/Training- CMH Staff/G	50,000		7,500		57,500
222	649	957	.000	Dues & Memberships	16,000		2,500		18,500
222	649	975	.110	CMH Building Repairs & Maintance Contract	65,000		92,680		157,680
222	649	980	.000	Vehicle Leases	30,711		4,301		35,012
222	649	981	.003	Diane Vaughn SIP	146,934			45,000	101,934
									-
				TOTALS	\$9,153,605	\$0	\$498,908	\$244,908	\$9,407,605

ALL BUDGET AMENDMENT REQUESTS MUST BALANCE!!!

COMPUTER ENTRY BY: \_\_\_\_\_

DEPT. HEAD: \_\_\_\_\_

MOTION #: 0823-002

DATE ENTERED: \_\_\_\_\_

9A

**DATE:** September 7, 2023

XX REQUEST FOR ACTION

       FOR YOUR INFORMATION

       REQUEST FOR INFORMATION

**TO:** COMMITTEE OF THE WHOLE

**FROM:** Moses Sanzo, County Controller/Administrator

\*\*\*\*\*

**SUMMARY OF REQUEST / INFORMATION:** Request authorization to pay the September invoice from Shifman Fournier for labor related legal services.

**BACKGROUND INFORMATION:**

**ADDITIONAL INFORMATION:**

**CONTACT PERSON(S):** Moses Sanzo and/or Doreen Clark

**SUPPORTING DOCUMENTS:** Legal Summary for Invoice #15396

**DRAFT MOTION:**

Motion by \_\_\_\_\_, supported by \_\_\_\_\_, to recommend to the Full Board to authorize payment to Shifman Fournier, PLC, in the amount of \$2,430.00 for labor related legal services rendered through August 31, 2023, to be paid from line item #101-239-801.020.

**ATTACHMENTS** YES   X   NO



Howard L. Shifman  
Brandon Fournier  
Robert Nyovich - Of Counsel



31600 Telegraph Road, Suite100  
Bingham Farms, MI 48025  
Phone (248) 594-8700  
Fax (248) 594-7080  
shifmanfournier.com

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**VIA EMAIL ONLY**

**PRIVILEGED ATTORNEY-CLIENT COMMUNICATION**

September 1, 2023

Moses Sanzo, County Administrator/Controller  
Lapeer County  
255 Clay Street  
Lapeer, MI 48446

Re: Lapeer County/Invoice for Services

Mr. Sanzo:

Attached please find our invoice for services through August 31, 2023.

Invoice No. 15396

Lapeer County –	
General	\$ 56.10
Sheriff's Department	\$ 60.00
CMH	\$ 0.00
FOC	\$ 0.00
District Court	\$ 105.00
Health Department	\$ 0.00
911 MAPE	\$ 0.00
911 POAM	\$ 0.00
Non-Union	\$ 1,350.00

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<b>TOTAL DUE</b>	<b>\$ 2,430.00</b>
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Please make check payable to Shifman Fournier, PLC

9B

**DATE:** September 7, 2023

XX **REQUEST FOR ACTION**

\_\_\_\_ **FOR YOUR INFORMATION**

\_\_\_\_ **REQUEST FOR INFORMATION**

**TO:** Lapeer County Board of Commissioners

**FROM:** Moses Sanzo, Interim County Administrator/Controller

\*\*\*\*\*

**SUMMARY OF REQUEST / INFORMATION:**

The County has been in need of updating the Lapeer County Training Registration/Overnight Travel Policy post-pandemic and update the meal and mileage rates, as well as some additional language clarifications. The policy was reviewed by Administration and Finance to address frequent questions and concerns. All proposed changes are noted in **RED**.

**ADDITIONAL INFORMATION:** Only changes are noted in red--all other sections remain the same.

**CONTACT PERSON(S):** Moses Sanzo, County Administrator/Controller

**BACKGROUND INFORMATION:**

**SUPPORTING DOCUMENTS:**

**DRAFT MOTION:**

Motion by \_\_\_\_\_, supported by \_\_\_\_\_, to recommend to the Full Board to approve the revised Training Registration/Overnight Travel Policy, as attached, effective immediately, and this policy will supersede all other previous policies regarding this topic.

**ATTACHMENTS:** YES X or NO \_\_\_\_\_

**COUNTY OF LAPEER and LAPEER COUNTY COURTS  
PERSONNEL AND OPERATIONS POLICY MANUAL**

\*\*\*\*\*

Policy Subject: **TRAINING REGISTRATION / OVERNIGHT TRAVEL**

Authorized by Board of Commissioners:

Motion: **#2023-**

Date: **09/28/2023**

Authorized or Revised by Chief Judge:

Date:

Amended: Motions #362-96, #191-00; #244-00; #245-00; #247-00, 520-02, #31-08; #68-08  
#196-08; #272-17; #465-18; #208-20; #214-21; **#2023-**

This policy supersedes all other previous policies regarding this topic.

\*\*\*\*\*

**STATEMENT OF POLICY**

All overnight travel by employees and appointed officials must be reviewed in advance by submitting a *Training Registration/Overnight Travel Request* (hereafter referred to as *TR/O Travel Request*) for approval by the County Administrator/Controller and possible review by the Board of Commissioners **at least fifteen days prior to the travel date**. In order for reimbursement, elected officials must submit a *TR/O Travel Request*. *All supporting documentation **MUST** be attached to the TR/OT, including the conference agenda, registration form and fee/cost, hotel accommodations form with rates, and meal details if included (please note that if meals are included with registration, additional meal reimbursements will **not** be allowed). Requests without supporting documentation will not be processed and will be returned to the Department, which may cause delays in approval and/or reimbursements.*

When travel has been approved, employees are responsible for making their own travel arrangements as directed by their Department Head. Travel related expenses shall be authorized in accordance with the approved Lapeer County Schedule of Travel Rates. Expenses must be listed on a *Travel Expense Voucher (GC-6)*, with receipts for lodging, meals, transportation and other travel/meeting related expenses attached, and submitted through the audit procedure to the Finance Department within 30 days following conclusion of travel, with the understanding that if the expenses are not submitted within the 30-day period, the request for payment shall be submitted to the Board of Commissioners for their consideration and approval. **GC-6 forms must be fully completed in its entirety and include all details.**

Rides shall be shared except by prior approval of the Department Head, and the sharing of overnight accommodations is strongly encouraged whenever possible. Transportation will be reimbursed according to the most reasonable, economical mode of travel. Expenses for alcoholic beverages and tips are not reimbursable. Any employee who is involved in an accident while traveling on business must promptly report the incident to their immediate supervisor. ~~Vehicles owned, leased, or rented by Lapeer County may not be used for personal use.~~

If an employee in travel status is accompanied by a family member or friend, the presence of the companion shall not interfere with successful completion of County business. All costs related to companion's travel are the responsibility of the employee. If conference time is combined with personal or vacation time, such non-business travel expenses are the responsibility of the employee.

Abuse of this Travel Policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.



## **SINGLE DAY TRAINING/MEETINGS**

For a non-overnight training/meeting (leaving and returning to the County within the same 24 hour period) that are **held out of the County**, all employees must complete a TR/OT Request Form (and supporting documentation) for both liability and accountability reasons.

For a non-overnight training/meeting **within Lapeer County**, the Department Head shall review and approve the request, keeping a log of any employees that have been authorized to leave the County on County business. No *TR/O Travel Request Form* needs to be submitted to the County Administration Office. If seeking registration or mileage reimbursement (for use of personal car), the *Travel Expense Voucher (GC-6)* shall include a statement that this was a single day event, approved by the Department Head.

## **VIRTUAL/ONLINE TRAINING/MEETINGS**

Virtual/Online training will be encouraged and approved in the same manner as single day training. The Department Head shall review and approve the request, with no *TR/O Travel Request Form* needing to be submitted to the County Administration Office. If registration is required, this can be approved by the Department Head if it is in the Departments approved budget. If not budgeted, a budget amendment must be prepared and submitted to the board for approval.

## **OVERNIGHT TRAVEL**

For all in-state and out-of-state overnight travel a completed Lapeer County *TR/O Travel Request Form* must be submitted to the County Administration Office for review by the County Administrator/Controller. The conference/seminar brochure that contains the related expenses must be attached to the *TR/O Travel Request Form*. *TR/O Travel Requests Forms* are available in the Administration Office and on the County's Shared Drive under "Forms."

- 1) All applicable sections on the *Travel Request Form* **must be completed**, including account numbers that will be used to cover all expenses. Expenses shall be authorized in accordance with the approved *Lapeer County Schedule of Travel Rates*.
- 2) All *TR/O Travel Request Forms* must be submitted to the County Administration Office at least 15 days prior to the travel date, unless there are extenuating circumstances. Following review by the Board, the County Administration Office will forward the *TR/O* to the Accounts payable Department to be matched with subsequent vouchers **and approved TR/OT's will be uploaded on the County's shared drive for the departments' viewing. Vouchers will not be processed by the Accounts Payable Department without a copy of the reviewed TR/OT.**

## **TRAVEL EXPENSES**

1. Travel expenses shall be authorized according to the limits as established in the *Lapeer County Schedule of Travel Rates*.
2. A completed *Travel Expense Voucher (GC-6)*, **including all receipts**, must be submitted to the Finance Department within 30 days following conclusion of travel for approval of reimbursement of travel expenses.
  - a. Expenses shall be itemized in the order in which they occurred (by date), using one line for each item (day of month column).
  - b. Note in the description column for "Travel" the time, place and date of departure, for meetings indicate the type, location, and duration.
  - c. If travel is approved in private automobile, note in that column the mileage and approved rate per mile.
  - d. The columns for County owned automobile, cab, or bus fare, and for hotel and meals should be used as appropriate with approved rates (see attached *Schedule of Travel Rates*.)
  - e. The "Other Expenses" column shall be used for meeting per diem expenses that are not appropriate for other columns.

### **LAPEER COUNTY** **SCHEDULE OF TRAVEL RATES**

#### **LODGING, MEALS, and MILEAGE**

Lodging		Lodging rate not to exceed the lowest single room rate (unless sharing with other county employee) if staying at the hotel where the conference is held, or actual cost if less than the lowest single room rate, plus any mandatory taxes/fees. Conference must be held more than <b>fifty (50) miles</b> from the County Complex Building to qualify for lodging expense.
Breakfast	<del>\$ 8.50</del> Up to \$ 12.00	Meals eaten prior to 10:30 a.m.
Lunch	<del>\$ 8.50</del> Up to \$ 14.00	Meals eaten between 10:31 a.m. & 3:30 p.m.
Dinner	<del>\$19.00</del> Up to \$ 25.00	Meals eaten after 3:31 p.m.
Mileage	65.5 cents/mile* (2023 rate)	*Rates will be adjusted annually according to the IRS updated rates.

**NOTES:** *Tips and/or alcohol are not reimbursable expenses.* Reimbursements will be made based on actual amounts, but not to exceed the rates stated above. All **itemized original receipts MUST be submitted** with reimbursement request or they will not be processed.



## **MEALS REIMBURSEMENT**

Per both State and Federal regulations, for the expense of a meal to be an allowable reimbursement, the meal must be incurred while the employee is traveling away from home on County business. The period of time must be sufficiently long to require a period of sleep or rest; this means an overnight stay. Employees who travel and return within the course of a normal workday are not considered away from home. This means unless the employee is out-of-the-County for an overnight period of time, expenses for meals shall not be reimbursable.

In the event that prior agreements (i.e. union contracts) require the reimbursement of meals on approved travel out of the County when an overnight stay did not take place, the Internal Revenue Code provides that the value of the reimbursement for meals shall be included in the employee's wages and reported on Form W-2. In all cases, the allowable meals reimbursement shall follow the **Board approved schedule of meal reimbursement rates**.

## **MILEAGE REIMBURSEMENT**

In the event an employee is required to use their personal vehicle in the performance of County business, they shall be entitled to a mileage reimbursement equal to actual miles driven multiplied by the **Board approved mileage rate** (*please note that the rates will be adjusted annually according to IRS updated rates as stated in the above schedule*). The actual miles driven shall only include the miles from the employee's primary place of business to their approved destination (or destinations should there be multiple approved stops) and the return to the place of employment. This means that travel from the employees place of residence to their primary place of employment are a non-reimbursable expense. (i.e. from home to any County facility)

Should an employee be authorized to travel directly from their place of residence to a location within the county that is not their primary place of employment, this first stop shall be deemed travel from home to work, and thus non-reimbursable. However, travel to subsequent authorized work related location may be considered reimbursable. Further, any travel associated with, related to or in conjunction with the acquisition of meals, shall not be reimbursable.

## **PROCEDURAL GUIDELINES:**

Registration: Once travel has been approved, the Department can voucher payment for registration if required and a check will be prepared during the normal Accounts Payable process and mailed with registration forms.

Lodging: Once travel has been approved, Employees ~~can~~ **may** reserve lodging using a credit card. When making reservations, *the reservation must include the employee's name and the County of Lapeer as the agency/company name* and the employee should determine total lodging expense (less Michigan Sales Tax non-reimbursable). **When making hotel reservations, be sure to inform the hotel that the County of Lapeer is a government entity and is exempt from Michigan Sales Tax**, then request a Michigan Tax Exempt Certificate from the Finance Department. The Department can then voucher a check for lodging expense



and request a form 3372 (Michigan Sales and Use Tax Certificate of Exemption). The check will be prepared during the normal Accounts Payable process and can be returned to the Department so that the employee can present the Check and Tax Exempt Form at check-in, assuring nothing is charged to the Credit Card used to make the reservation. **If utilizing a County Credit Card for registrations or accommodations, you must submit your TR/OT form and documentation to the Administration Office immediately upon making the reservation.**

Meals: Meals are only reimbursed if meal is not included with registration. Breakfast Meals are eaten between 12:00 a.m. and 10:30 a.m. and reimbursed up to ~~\$8.50~~ **\$12.00**. Lunch Meals are eaten between 10:31 a.m. and 3:30 p.m. and are reimbursed up to ~~\$8.50~~ **\$14.00**. Dinner Meals are eaten between 3:31 p.m. and 11.59 p.m. and are reimbursed up to ~~\$19.00~~ **\$25.00**. Tips and alcohol are NOT reimbursable. All itemized original receipts **MUST** be submitted with reimbursement request or they will not be processed.

# Meal Rates' Chart Worksheet

All Michigan travel, exclude select cities	Current Meal Rates	U.S. GSA M&IE Rates	My Proposed Rates	Increase Percentage
Breakfast	8.50	13.00	11.00	23%
Lunch	8.50	15.00	13.00	35%
Dinner	19.00	26.00	24.00	21%
Reference GSA	<a href="#">FY 2023 Per Diem Rates for Michigan   GSA</a>			

Out-of State travel and Michigan select cities	Current Meal Rates	U.S. GSA M&IE Rates	My Proposed Rates	
Breakfast	10.25	16.00	13.00	21%
Lunch	10.25	17.00	15.00	32%
Dinner	24.25	32.00	26.00	7%

Average for out-of-state travel came from three cities with different cost of living				
	Chicago, IL	Wichita, KS	Baltimore, MD	Average
Breakfast	18.00	14.00	16.00	16.00
Lunch	20.00	16.00	17.00	17.00
Dinner	36.00	29.00	31.00	32.00

## REQUEST FOR ACTION

10

DATE: July 25, 2023

  x   REQUEST FOR ACTION

       FOR YOUR INFORMATION

       REQUEST FOR INFORMATION

TO: Commissioners

FROM: Moses Sanzo, County Controller/Administrator

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**SUMMARY OF REQUEST / INFORMATION:** The County recently issued an RFP for the Re-Cabling and New Camera Technology Project at the Jail. This not only requires an improved technology cabling for the building, similar to what was completed at the Complex, but also to replace the antiquated camera and video equipment. Mike Bartley, our contracted technical support, lead the project to establish the specifications and issued the RFP a few months ago. He, along with the County Administrative and Sheriff's Department staff, met with the potential vendors and are making a recommendation based on the qualified bids and subsequent meetings, as this is a very complicated technical project involving various components to be sure they would be compatible.

### **ADDITIONAL INFORMATION:**

**CONTACT PERSON(S):** Moses Sanzo, Controller; Jackie Arnold, CFO; Mike Bartley, ASI; Undersheriff Mike Odette and Steve Beebe, Jail Administrator.

### **BACKGROUND INFORMATION:**

**SUPPORTING DOCUMENTS:** RFP & Supplemental Documentation

### **DRAFT MOTION(S):**

Motion by \_\_\_\_\_, supported by \_\_\_\_\_, pursuant to the RFP process and subsequent review and interviews with the potential vendors of the submitted bids, to accept and award the Camera & Cabling Services Project as follows,

C&R electric:	Not to exceed \$ 260,000
IT upgrades:	Not to exceed \$ 30,000
Cornerstone:	Not to exceed \$ 50,000

for a total not to exceed \$416,000.00 (\$340,000 plus a 20% contingency of \$76,000), to be paid from the ARPA Fund 281 (expense category 6.1).

ATTACHMENTS YES   x   NO