AGREEMENT FOR MEDICAID OUTREACH SERVICES

between

GENESEE COUNTY HEALTH DEPARTMENT
(the "Department") for the County of Genesee, a Michigan municipal corporation.

And

GREATER FLINT HEALTH COALITION, INC.
(the “Subrecipient”) a Michigan nonprofit corporation at 120 West Street, Flint
Commencing October 1, 2024 through September 30, 2025

RECITALS

WHEREAS, there is evidence that some people who are potentially eligible for Medicaid do not seek enrollment because of various barriers; and

WHEREAS, the Subrecipient has demonstrated its interest and ability to assist the Department in overcoming these barriers to enrollment; and

WHEREAS, the Department has entered into an Agreement with the federal awarding agency, the Michigan Department of Health and Human Services (MDHHS), which authorizes the Department to subcontract for the provision of Medicaid Outreach Services to ensure that Medicaid Services are available and accessible to eligible county residents; and

WHEREAS, the Department can obtain funds from MDHHS to support these Medicaid Outreach activities; and

WHEREAS, the Federal Award Date is October 1, 2024; and

WHEREAS, the Federal Award Identification Number (FAIN) is 2305MI5ADM; and

WHEREAS, the CFDA Number is 93.778; and

WHEREAS, the Subrecipient, understands and acknowledges that this is a subrecipient award pursuant to 2 CFR § 200.332 and that Subrecipient must comply all federal regulations in relation to this Agreement; and

WHEREAS, the Parties agree that this is not a research and development project; and

WHEREAS, the Subrecipient’s Unique Entity Identifier is WXXKSA7GAZ48

NOW, THEREFORE, the Department and the Subrecipient agree as follows:

ARTICLE I
TERMS

A. Purpose

The Department desires to contract with the Subrecipient to assist the Department in making Medicaid health services available and accessible to eligible county residents.

B. Period of Agreement

This Agreement shall commence on October 1, 2024 and continue through September 30, 2025.

B.1 Extension Terms

The Department has the option to extend this Contract for up to four (4) additional one-year terms (the "Extension Terms").

C. Medicaid Outreach Services

Allowable costs for providing Medicaid Outreach activities include: staff time, supplies and materials, travel, communication, and indirect costs.

Indirect cost is allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Sub-Recipients with a negotiated cost rate agreement that desire to charge indirect costs to an award must provide a fully executed copy of their negotiated indirect cost rate agreement at the time of application. Sub-Recipients that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon an agreement or proposal submission.

See Exhibit B – Approved Budget and Nonprofit Rate Agreement

D. Statement of Work

Eligible Medicaid Outreach Services are approved by the Centers for Medicare and Medicaid Services. Allowable activities are provided in the Medicaid Service Administration Bulletins 05-29 and 18-41, attached as Exhibit A hereto.

In accordance with the Medicaid Bulletins MSA 05-29 and MSA 18-41, the Subrecipient agrees to target its Medicaid Outreach effort toward MDHHS established priorities. Outreach services will be conducted on-site at Greater Flint Health Coalition, at community outreach events, and by Community Health Workers stationed at select community locations on a rotating basis.

1. The Subrecipient agrees to:

    a. Inform families about the many different Michigan Medicaid programs, such as Medicaid, Healthy Michigan Plan, and Healthy Kids, and the value of preventive health services and periodic exams; presenting and informing families about the availability of Medicaid providers, specific covered services, and how to effectively utilize services and maintain

participation in the Medicaid program. In that regard the Subrecipient will:

(i) Provide every individual family (as appropriate) with information about MDHHS established priorities and other Medicaid covered services.

(ii) Connect children and adults on Medicaid or Healthy Michigan with a primary care provider (PCP) and assist in making an appointment, if necessary.

(iii) Assist the Department in providing outreach by informing individuals and their families about health resources available through the Medicaid program.

(iv) Conduct Medicaid Outreach campaigns and activities (such as health fairs) that provide information about services provided by entities, such as Community Mental Health Services providers, Medicaid Health Plans, Local Health Department, etc.

(v) Coordinate or attend health fairs that emphasize preventative health care and promoting Medicaid services by presenting Medicaid material in locations with the likelihood of high Medicaid eligibility.

(vi) Assist families with information about the Medicaid program.

b. Assist an individual or family in making application for Medicaid benefits; assist the individual or family impacted by work requirements with enrollment services; assist the individual or family in collecting/gathering information related to the application and eligibility determination for an individual, including resource information and third party liability (TPL) information, and submitting a formal Medicaid application; participate as a provider of Medicaid eligibility outreach information. The Subrecipient will also:

(i) Work with the Subrecipient's on-site DHHS worker to restore eligibility when a family/individual loses Medicaid/Healthy Michigan eligibility.

(ii) Assist families/individuals in enrolling in Medicaid or Healthy Michigan.

(iii) Facilitate eligibility determination for Medicaid; explain Medicaid eligibility rules and eligibility process to prospective applicants and provide onsite access to the Subrecipient's MI Bridges website kiosk for an individual/family to complete a Medicaid application.

c. Analyze Medicaid data related to a specific program, population, or

geographic area and work with Medicaid resources, such as the Medicaid health plans, to locate and develop health services referral relationships to populations of need; design and implement strategies to identify individuals who may be at high risk for poor outcomes because of poverty, dysfunctional families and/or inappropriate referrals, and who need medical/dental/mental health interventions; assure individuals with any significant health problems are diagnosed and treated early. The Subrecipient will also:

(i) Conduct outreach to primary care practices regarding improvement in well visits, immunizations, preventive screening rates, lead testing, as well as other Healthcare Effectiveness Data and Information Set (HEDIS) measures to be determined in collaboration with Medicaid health plans and participating Community Health Access Program (CHAP) practices.

(ii) Identify children and adults who are behind in preventive care and screenings and conduct outreach and education to families to ensure patients are getting into their medical home for these services.

(iii) Develop new health programs with local community health agencies for the Medicaid population, as determined by a Community Health Needs Assessment and agreed upon by the parties to this Agreement.

(iv) Work with Medicaid health plans and providers to increase Medicaid openings in clinics and practices, provide technical assistance to providers/practices to increase same day access, evening hours, and practice efficiency.

d. Create a collaboration of health professionals (medical and dental) to provide consultation and advice on the delivery of medical and dental health care services to the Medicaid population and develop methods to improve the referral and service delivery process by Medicaid providers; develop internal referral policies and procedures for use by staff so that appropriate coordination of health care services occurs between the various Medicaid providers and entities, such as Community Mental Health providers, Medicaid health plans, and the Department. The Subrecipient will also:

(i) Convene the following workgroups of key stakeholders to address access and service duplication issues within the medical/dental/mental health system in Genesee County:

(1) Community Health Access Program Practice Managers
(2) Community Health Access Program Provider Task Force
(3) Access to Health Care Committee
(4) Health Care Outreach Strategy Subcommittee

(5) Community Health Innovation Region Task Force
(6) Community Health Innovation Region Community Referral Network
(7) Quality & Innovation Task Force
(8) Oral Health Task Force

(ii) Work with 2-1-1 to develop a robust resource and referral system that tracks participation and identifies gaps in services for the Medicaid population.

(iii) Define the scope of local agencies' Medicaid services in relation to the others and identify gaps or duplication of medical/dental/mental health programs.

e. Make referrals for and coordinate access to medical and dental services covered by Medicaid; provide information about Medicaid screening that will help identify medical conditions that can be corrected or improved by services through Medicaid; develop professional relationships for the purposes of referral of Medicaid-eligible individuals for Medicaid-related services. In that regard the Subrecipient will:

(i) Educate children and adults on Medicaid/Healthy Michigan about their primary care options.

(ii) When appropriate, refer eligible children and adults to the Preventative and/or Maternal Infant Services of the Department.
(iii) Work with the Department to ensure better access for Medicaid patients.

(iv) Identify and refer individuals to the Department who may be in need of Medicaid Family Planning services.

f. Schedule or arrange transportation for Medicaid-covered services; assisting or arranging transportation for the family in support of the referral and evaluation activities.

2. The Department agrees to:

a. Make payments to the Subrecipient within forty-five (45) days of Department's receipt of quarterly Medicaid Outreach reimbursement from MDHHS and approval of the Subrecipient's completed and signed invoice(s). Medicaid Outreach reimbursements are typically received within two (2) months of MDHHS’s receipt of Department Financial Status Report (FSR).

b. Identify a Department employee to act as program liaison for issues pertaining to this Agreement.

c. Provide consultation and technical assistance to the Subrecipient as resources allow.

d. Prepare and submit quarterly Medicaid Outreach reports and FSRs to MDHHS within thirty (30) days of the end of each quarter. Reports will incorporate the Subrecipient's outreach activities and expenditures for fiscal year quarters ending December 31, March 31, June 30, and September 30.

e. Conduct annual site visits to review adherence to the requirements of this Agreement. This may include:

(i) Financial evaluation (that is, FSR monitoring, site review, information/data that supports the items in the FSR, etc.).

(ii) Contract evaluation (that is report monitoring, compliance checklist, records review, etc.).

E. <u>Method of Payment</u>

1. The reimbursement to the Subrecipient for services rendered through this Agreement will consist of expenses incurred by the Subrecipient in the performance of this Contract. Said reimbursement will be further reduced by the Department's annual indirect cost allocation. Final reconciled reimbursement is not to exceed **$500,000.00** during the term of this Agreement. The Subrecipient may utilize funds received from local or private foundations, local contributors or donors, and other non- state/non-federal grant Agreements as the allowable source for Medicaid Outreach activities.

2. The amount of federal funds obligated by this action is $250,000.00. The Department has not committed any additional funds from this federal award to this Subrecipient. The remainder of the funds (up to an additional $250,000 as described in Section E(1) herein) for the services provided in this agreement will be provided by the Genesee County Health Services Millage.

3. The Department will issue quarterly payments to the Subrecipient in the amount of 100% of the FSR submitted by the Subrecipient for each quarter minus the Department indirect costs as mutually agreed upon by the parties.

4. The Subrecipient shall prepare and submit an FSR to Department on a quarterly basis for the full cost of Medicaid Outreach activities with allowable expenditures provided in MSA Bulletins 05-29 and 18-41 (Local Health Department Medicaid Outreach Activities).

5. Submit invoices requesting reimbursement to:
Financial Analyst
Vanessa Barker
VBarker@geneseecountymi.gov

F. Reporting Requirements

1. The Subrecipient shall provide the following records and reports to Department:

   a. Provide to Department Medicaid Outreach quarterly reports by the 15th of the month following the end of the fiscal year quarter (January 15, April 15, July 15, October 15).

   b. Perform quarterly time studies to verify staff hours charged to the program.
      - This must include:
        - Name of Staff Member
        - Activity Date
        - Start Time
        - End Time
        - Duration
        - Activity Type
        - Medicaid Match Duration (Hours)
        - Medicaid Outreach Code
        - Medicaid Outreach Detail
        - Number of New Enrollments delineated by notation in a staff members time reporting when a new enrollee is signed up. Please put this in a separate column and not in comments, in order to be able to quickly track the data.

   c. In addition to the reports required above, the Subrecipient shall prepare and submit to the Department reports containing such information as requested by the Department.

ARTICLE II
GENERAL PROVISIONS

A. Responsibilities - The Subrecipient

1. Publication Rights

   Any copyrighted materials (for example, brochure, film, book) issued by the Subrecipient and supported by this Agreement shall reserve to the MDHHS and Department a right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, and authorize others to use and reproduce such materials. Copyrighted materials must be pre-approved by MDHHS and the Department prior to reproduction and use.

2. Program Operation

   Provide the necessary administrative, professional, technical staff and materials (e.g., equipment, supplies) for the provision of services under this Agreement.

3. Reporting

   Utilize all report forms and reporting formats required by the Department at the

effective date of this Agreement and provide the Department with timely review and commentary on any new report forms and reporting formats proposed for future use.

4. 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 by the Department and law. Subrecipient will adhere to all terms of this Agreement; including maintaining detailed documentation for the Medicaid Outreach services provided under this Agreement for a period of not less than six (6) years from the date of termination of this Agreement or until the date of submission of the final expenditure report or litigation or audit findings have been resolved, whichever is later. The subrecipient's record maintenance and retention must at all times comply with the requirements of 2 CFR § 200.332 and all other federal regulations related to this award.

5. Authorized Access

Permit, upon reasonable notification and at reasonable times, access by authorized representatives of the Department, Federal Grantor Agency, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records, files, and documentation related to this Agreement, to the extent authorized by applicable state or federal law, rule or regulation. Access to the Subrecipient's records, as required by this Agreement, shall be permitted to the Department and any auditors as necessary for the Department to meet the requirements of 2 CFR § 200.332.

6. Notification of Modifications

Provide timely notification to the Department, in writing, of any action by the Subrecipient or its governing board, or any funding source matter which would require or result in significant modification in the provision of services under this Agreement.

7. Terms

Abide by the terms of this Agreement including any attachments.

8. Minimum Program Requirements

Where applicable, the Subrecipient will comply with Department's "Minimum Program Requirements" for scope, quality and administration of the delivery of required and allowable health services, promulgated in accordance with 1978 P.A. 368, as amended.

B. <u>Responsibilities – the Department</u>

1. Report Forms

Provide the Subrecipient with any report forms and reporting formats required by the Department at the effective date of this Agreement, and to provide the Subrecipient with any new report forms and reporting formats proposed for issuance thereafter at least thirty (30) days prior to required usage to afford the Subrecipient an opportunity for review and commentary.

2. Terms

Abide by the terms of this Agreement including any attachments.

3. Notification of Modifications

Notify the Subrecipient in writing of modifications to Federal or State laws, rules and regulations affecting this Agreement.

4. Modification of Funding

Notify the Subrecipient in writing within thirty (30) calendar days of becoming aware of the need for any modification of the funding commitments under this Agreement that are made necessary by action of the Federal Government, the Governor, the Legislature or the Department of Management and Budget on behalf of the Governor or the Legislature. Implementation of the modifications will be determined jointly by the Subrecipient and the Department.

5. Monitor Compliance

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

6. Technical Assistance

Make technical assistance available to the Subrecipient for the implementation of this Agreement, as resources allow.

ARTICLE III
MISCELLANEOUS

A. <u>Termination</u>

This Agreement is in full force and effect for the period specified in the heading of this Agreement.

1. This Agreement may be terminated by either party by giving thirty (30) days written notice to the other party stating the reasons for termination and the effective date.

2. This Agreement may be terminated immediately without further liability to the

State or the Department if the Subrecipient, or an official of the Subrecipient, is convicted of any activity referenced in the Assurances related to debarment and suspension.

3. This Agreement may be terminated as provided in Section 3 AVAILABILITY OF FUNDS.

B. Final Reporting

Should either party terminate this Agreement, within thirty (30) days after the termination, the Subrecipient shall provide the Department with all reports required as a condition of this Agreement. The Department will make payments to the Subrecipient for allowable reimbursable costs not covered by previous payments. The Subrecipient shall immediately refund to the Department funds not authorized for use and any payments made to the Subrecipient in excess of allowable reimbursable expenditures. Any dispute arising as a result of this Agreement shall be resolved in the State of Michigan.

C. Availability of Funds

Each payment obligation of Department is conditioned upon the availability of appropriated or allocated funding for the payment of this obligation. If funds are not allocated by the MDHHS and/or millage funds are not available for continuance of the services performed under this Agreement, this Agreement may be terminated by either party at the end of the period for which funds are available. The Department shall notify the Subrecipient at the earliest possible time of the services that will or may be affected by the shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any further payments due or for any damages as a result of termination under this section.

D. Severability

If any provision of this Agreement or any provision of any document attached to or incorporated by reference is waived or held to be invalid, such waiver or invalidity shall not affect other provisions of this Agreement.

E. Amendments

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party.

F. Indemnification and Hold Harmless

The Subrecipient agrees to indemnify, defend, and hold harmless the Department, Genesee County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Subrecipient's performance of the Services or presence on the Department's and Genesee County's property or worksite.

G. Insurance

The Subrecipient agrees to procure and maintain general liability, errors and omissions, and professional liability insurance, worker's compensation and employer's liability providing coverage for its actions of its officers, employees, agents and the

Subrecipients, during the term of this Agreement. The Subrecipient shall name Genesee County, all employees, elected and appointed officials and volunteers as additional insured and supply the correct endorsements for each policy. Coverage must be primary and non-contributory and provide a waiver of subrogation in favor of Genesee County. This insurance policy shall contain a clause requiring the insurer to notify the Department thirty (30) days before it cancels . The insurance policies shall carry policy limits of not less than $1,000,000 per occurrence/$2,000,000 aggregate. The Subrecipient agrees to furnish a binder or certificate of the insurance, with proper coverage endorsements upon the Subrecipient's execution of this Agreement.

H. Confidentiality

Both the Department and the Subrecipient shall assure that the health services to and information contained in medical records of persons served under this Agreement, or other such recorded information required to be held confidential by federal or state law, rule or regulation shall not be divulged without the written consent of either the patient or a person responsible for the patient, except as may be otherwise required by applicable law, or regulation. Such information may be disclosed in summary, statistical or other form which does not directly or indirectly identify particular individuals.

To the extent that the Department and the Subrecipient are HIPAA Covered Entities and/or Programs under 42 CFR Part 2, as amended, each agrees that it will comply with HIPAA's Privacy Rule, Security Rule, Transaction and Code Set Rule and Breach Notification Rule and 42 CFR Part 2 (as now existing and as may be later amended) with respect to all Protected Health Information and substance use disorder treatment information that it generates, receives, maintains, uses, discloses or transmits in the performance of its functions pursuant to this Agreement. To the extent that the Subrecipient determines that it is a HIPAA Business Associate and/or a Qualified Service Organization of the Department then the Department and the Subrecipient shall enter into a HIPPA Business Associate Agreement and a Qualified Service Organization Agreement that complies with applicable laws and is in a form acceptable to both the Department and the Subrecipient as attached hereto as Exhibit C.

The Department and the Subrecipient shall maintain the confidentiality, security and integrity of any individual's information that is used in connection with the performance of this Agreement to the extent and under the conditions specified in HIPAA, the Michigan Mental Health Code (PA 258 of 1974, as amended), the Michigan Public Health Code (PA 368 of 1978 as amended), and 42 CFR Part 2.

I. Waiver

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

The failure of either party to insist on the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of such terms and conditions, shall not be construed as thereafter waiving such terms and conditions, which shall continue and

remain in full force and effect as if no such forbearance or waiver has occurred.

J. Relationship of Parties

The parties agree that the Subrecipient is an independent contractor for the purposes of this Agreement. The Subrecipient shall not be considered an agent, employee or partner of Department for any purpose, and neither the Subrecipient nor its employees are entitled to any of the benefits that the Department provides for its employees. The Subrecipient shall not be subject to or covered by any of the Department's employee handbooks, collective bargaining agreements, or personnel policies.

1. The Department shall not be responsible for covering the Subrecipient under any worker's compensation insurance or unemployment compensation insurance plans. The Subrecipient represents and warrants that it: (a) is covered by a worker's compensation insurance policy procured and paid for by it; or (b) has a valid Notice of Exclusion on file with the Michigan Bureau of Workers' Disability Compensation; or (c) is a "sole proprietor" within the meaning of the Michigan Workers' Disability Compensation Act and has no employees. The Subrecipient shall notify Department immediately if the status of said coverage, notice or sole proprietorship changes.

2. The Subrecipient shall have no authority or right to obligate Department in any way whatsoever. The Subrecipient shall identify itself as an independent contractor and shall not hold itself out as an employee or agent of Department.

3. Department does not agree to use the Subrecipient exclusively and remains free to enter into contracts for similar or other services with other individuals or entities during the course of this Agreement.

K. Conflict of Interest

The Department is subject to the provisions of Public Act No. 317 of 1968, as amended (MCL 15.321 et seq., MSA 4.1700 (51) et seq.); and Public Act No. 196 of 1973, as amended (MCL 15.341 et seq., MSA 4.1700(71) et seq,).

L. Contacts

The Federal Awarding Official is as follows:

U.S. Department of Health and Human Services
Carrie Tarry
tarry@michigan.gov

The Genesee County Health Department Authorizing Official is as follows:

Genesee County Board of Commissioners
Delrico loyd
dloyd@geneseecountymi.gov

The Genesee County Health Department Project Director is as follows:

Michelle Estell

Administrative Health Officer
mestell@geneseecountymi.gov

M. Entire Agreement

This Agreement, together with any affixed schedules and exhibits, shall constitute the entire Agreement between the parties. Any prior understanding, representation or negotiation of any kind preceding the date of the Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

N. Assignment of Rights

The rights and obligations of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation or other entity without the prior, express and written consent of the other party. In the event of a proper assignment, this Agreement will be binding upon and inure to the benefit of the parties' successors and assigns.

ARTICLE IV
ASSURANCES

The Subrecipient assures the Department that:

A. Non-Discrimination

The Subrecipient agrees not to discriminate against any employee or applicant for employment or service delivery and access, with respect to their hire, tenure, terms, conditions or privileges of employment, programs, and services provided or any manner directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, gender expression, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position or to receive services.

The Subrecipient further agrees that every subcontract entered into for the performance of any contract or purchase order contain a provision requiring non- discrimination in employment, service delivery and access, as herein specified binding upon each Subrecipient.

B. Business Subcontracts

The Subrecipient assures that efforts will be made to identify and encourage the participation of minority owned and women owned businesses, and handicapped owned businesses in contract solicitations.

C. Debarment and Suspension

The Subrecipient assures that it will comply with federal regulations 45 C.F.R., Part 76 and certifies to the best of its knowledge and belief it:

1. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

2. Has not within the three-year period preceding this Agreement been convicted of or had a civil judgement rendered against it for commission of a 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; 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. Is not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in (b) above; and

4. Has not within the three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

This Agreement may be terminated immediately without further liability to Department if the Subrecipient or an official or employee of the Subrecipient is convicted of any activity referenced in this Section during the term of this Agreement or any extension thereof.

D. Return of Disallowed Funds

In the event the Michigan Department of Health and Human Services disallows any costs already reimbursed by the Department to the Subrecipient, the Subrecipient will be solely liable for the return of those funds to Michigan Department of Health and Human Services.

E. Pro-Children Act

The Subrecipient will comply with Public Law 13 - 227, also known as the Pro-Children Act of 1994 (20 USC 6081 et seq.), which requires that smoking not be permitted in any portion of an indoor facility owned or leased or contracted by and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services 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 services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

F. Smoke-Free Environment/Clean Air Act

The Subrecipient also assures that any service or activity funded in whole or in part through this Agreement will be delivered in a smoke-free facility or environment.

Smoking shall not be permitted anywhere in the facility, or those parts of the facility under the control of the Subrecipient. If activities or services are delivered in facilities or areas that are not under the control of the Subrecipient (e.g., a mall, restaurant, or private site), the activities or services shall be smoke-free.

G. **Master Agreement**

The Subrecipient will be subject to the Master Agreement (Comprehensive Planning, Budgeting and Contract Agreement) between the Michigan Department of Health and Human Services and the Department. In the event of a conflict between this Agreement and provisions of the Master Agreement, the provisions of the Master Agreement shall prevail. A copy of the Master Agreement shall be provided to the Subrecipient prior to the Subrecipient signing this Agreement.

H. **Promotion of Funding Source**

The Subrecipient agrees to include the following statement and the Genesee County logo in all printed materials, newsletter, program and registration materials, special events, center's website, advertisements, program presentations, surveys, etc. funded in whole or in part with Senior Millage dollars: "This program and/or service is fully or partially funded by Genesee County Health Services Millage funds. Your tax dollars are at work."

CERTIFICATION

The persons signing below certify that they are duly authorized to sign this Agreement.

IN WITNESS WHEREOF, the parties hereto have fully executed this Agreement on the day and year first above written.

GREATER FLINT HEALTH COALITION

By Jim Ananich
James Ananich
CEO

Date 05/19/2025

COUNTY OF GENESEE

By Delrico J. Loyd
_____, Chairperson
Board of Commissioners

Delrico J. Loyd

Date 5/22/2025

EXHIBIT A

MSA BULLETIN 05-29, ISSUED JUNE 1, 2005

msa MEDICAL SERVICES ADMINISTRATION **Bulletin**

Michigan Department of Community Health

Bulletin Number: MSA 05-29

Distribution: Local Health Departments

Issued: June 1, 2005

Subject: Local Health Department Outreach Activities

Effective: July 1, 2005

Programs Affected: Medicaid

This policy is being issued to assure funding is available to support Medicaid outreach activities on a statewide basis. The policy was developed through a workgroup convened by the Michigan Department of Community Health (MDCH) to review Medicaid-related outreach activities performed by Local Health Departments (LHDs) and to determine ways to maximize reimbursement available for these services. The activities described in the attachment to this bulletin represent those Medicaid outreach activities approved by the Centers for Medicare and Medicaid Services (CMS) to receive Medicaid administrative matching funds under the Comprehensive Planning, Budgeting and Contracting (CPBC) Grant Agreements between MDCH and the LHDs.

Local Health Departments, under their CPBC agreements, will formalize the reporting of Medicaid outreach activities effective for dates of service on and after July 1, 2005. The attachment describes the categories of Medicaid outreach activities that the LHDs are expected to perform under the agreement along with billing requirements and the submission of the Financial Status Report (FSR).

In order to bill for Medicaid Outreach Activities, the LHDs will need to add this activity to their existing cost allocation plans in accordance with OMB Circular A-87. MDCH will require the LHDs to certify that their existing cost allocation plan is in compliance with A-87 and that the plan identifies Medicaid Outreach Activities as a specific element of the plan. The certification will be accepted by MDCH as documentation to continue this administrative claiming. Each cost allocation plan will be subject to MDCH review for compliance with A-87.

The LHD Cost Allocation Plan certifications are due July 1, 2005 and should be submitted to:

Michigan Department of Community Health
Budget and Contracts Division
Contract Management Section
320 S. Walnut St.
Lansing, MI 48913

Manual Maintenance

The information in this bulletin will be incorporated into the July 2005 online version of the Medicaid Provider Manual. Providers utilizing the online manual may discard this bulletin after that date. Providers utilizing the January 2005 CD version of the manual should retain this bulletin until the next CD version of the manual is issued.

Questions

Any questions regarding this bulletin should be directed to Provider Inquiry, Michigan Department of Community Health, P.O. Box 30731, Lansing, Michigan 48909-8231, or e-mail at ProviderSupport@michigan.gov. When you submit an e-mail, be sure to include your name, affiliation, and phone number so you may be contacted if necessary. Providers may phone toll-free 1-800-292-2550.

Approved

Paul Reinhart, Director
Medical Services Administration

Attachment
MSA 05-29

LOCAL HEALTH DEPARTMENT MEDICAID OUTREACH ACTIVITIES

ALLOWABLE ACTIVITY CATEGORIES

Local Health Departments may perform the following Medicaid outreach activities and receive reimbursement through their Comprehensive Planning, Budgeting and Contracting (CPBC) Grant Agreement with MDCH.

All outreach activities must be specific to the Medicaid program. In addition, activities that are part of a direct service are not claimable as an administrative service.

A. MEDICAID OUTREACH AND PUBLIC AWARENESS

Activity Category Description

This category is when staff performs activities that inform eligible or potentially eligible individuals about Medicaid and how to access Medicaid programs. This category is also used for describing the services covered under Medicaid and how to obtain Medicaid preventive services.

It includes related paperwork, clerical activities, or staff travel required to perform these activities:

- Informing families and distributing literature about the services and availability of the Early and Periodic Screening, Diagnosis and Treatment (EPSDT) program and the many different Michigan Medicaid programs, such as Healthy Kids and Children's Special Health Care Services.
- Informing and encouraging families to access Medicaid managed care systems, i.e., Medicaid Health Plans.
- Informing families about the EPSDT and Medicaid health-related programs and the value of preventive health services and periodic exams.
- Assisting the Medicaid agency to fulfill outreach objectives of the Medicaid program by informing individuals and their families about health resources available through the Medicaid program.
- Conducting Medicaid outreach campaigns and activities (such as health fairs) that provide information about services provided by entities such as the Community Mental Health Services providers, Medicaid Health Plans, Local Health Departments, etc.
- Conducting a family planning health education outreach program or campaign, if it is targeted specifically to Medicaid-covered family planning services.
- Contacting pregnant and parenting women about the availability of Medicaid services, including referral to family planning and well baby care programs and services.
- Providing referral assistance to families with information about the Medicaid program.
- Providing information about Medicaid screenings that will help improve the identification of medical conditions that can be corrected or ameliorated through Medicaid services, such as the Breast and Cervical Cancer Control Program.

- Notifying families of EPSDT program initiatives, such as Medicaid screenings.
- Coordinating with the local media (newspaper, TV, radio, video) to inform the public about EPSDT screenings, health fairs and other health related services, programs and activities organized by the LHD.
- Coordinating or attending health fairs that emphasize preventive health care, and promoting Medicaid services by presenting Medicaid material in locations with the likelihood of high Medicaid eligibility.
- Presenting and informing families about the availability of Medicaid providers, specific covered services, and how to effectively utilize services and maintain participation in the Medicaid program.

Supplemental Description of Activity

This category includes activities staff or contractors perform to inform families, parents and community members about the Medicaid program, Medicaid covered services, how to obtain Medicaid preventive services, as well as assisting an individual or family in becoming eligible for Medicaid.

Examples of these activities include explaining the Medicaid program to families, giving a family a Medicaid application form, helping an individual complete a Medicaid application form, making a referral to a local or county Michigan Department of Human Services office, or helping someone gather and collect documentation to support a Medicaid application.

These outreach and application assistance activities are allowable ONLY with respect to Medicaid and Medicaid-covered services.

B. Facilitating Medicaid Eligibility Determination

Activity Category Description

This category is for assisting an individual to become eligible for Medicaid. This category does not include the actual determination of Medicaid eligibility.

It includes related paperwork, clerical activities, or staff travel required to perform these activities:

- Verifying an individual's current Medicaid eligibility status.
- Facilitating eligibility determination for Medicaid by planning and implementing a Medicaid information program.
- Participating as a provider of Medicaid eligibility outreach information.
- Explaining Medicaid eligibility rules and the Medicaid eligibility process to prospective applicants.
- Referring an individual or family to the local Michigan Department of Human Services or other appropriate sources to make application for Medicaid benefits.
- Assisting individuals or families to complete the Michigan Medicaid eligibility application.

- Assisting the individual or family in collecting/gathering information related to the application and eligibility determination for an individual, including resource information and third party liability (TPL) information, as a prelude to submitting a formal Medicaid application.
- Providing necessary forms and packaging all forms in preparation for the Medicaid eligibility determination.

Supplemental Description of Activity

This category includes activities staff perform to inform individuals, families, parents and community members about the Medicaid program, Medicaid covered services, how to obtain Medicaid preventive services, as well as assisting an individual or family in becoming eligible for Medicaid.

Examples of these activities include explaining the Medicaid program to individuals or families visiting the LHD for other services, giving a family a Medicaid application form, helping an individual complete a Medicaid application form, making a referral to a local or county Michigan Department of Human Services office, or helping someone gather and collect documentation to support a Medicaid application.

These outreach and application assistance activities are allowable ONLY with respect to Medicaid and Medicaid-covered services.

C. Program Planning, Policy Development, and Interagency Coordination Related to Medical Services

Activity Category Description

This category is used for performing activities associated with the collaborative development of programs with other agencies that assure the delivery of Medicaid-covered medical/dental/mental health services to Medicaid beneficiaries. It applies only to employees whose position descriptions include program planning, policy development and interagency coordination, and/or those staff specifically appointed to appropriate committees/programs performing required activities.

It includes related paperwork, clerical activities or staff travel required to perform these activities:

- Defining the scope of each agency's Medicaid services in relation to the other, and identifying gaps or duplication of medical/dental/mental health programs.
- Analyzing Medicaid data related to a specific program, population, or geographic area and working with Medicaid resources, such as the Medicaid Health Plans, to locate and develop EPSDT health services referral relationships to populations of need.
- Creating a collaborative of health professionals (medical and dental) to provide consultation and advice on the delivery of health care services to the Medicaid population and developing methods to improve the referral and service delivery process by Medicaid providers.

- Containing Medicaid costs by reducing overlap and duplication of Medicaid services through collaborative efforts with Medicaid Health Plans, local Community Mental Health Services providers and Local Health Departments.
- Monitoring and evaluating policies and criteria for performance standards of medical/dental/mental health delivery systems in LHDs and designing strategies for improvements.
- Overseeing the organization and outcomes of the coordinated medical/mental health services provision with Medicaid Health Plans.
- Developing internal referral policies and procedures for use by staff so that appropriate coordination of health care services occurs between the various Medicaid providers and entities, such as Community Mental Health Services providers, Medicaid Health Plans, and the respective LHDs.
- Designing and implementing strategies to: identify individuals who may be at high risk for poor outcomes because of poverty, dysfunctional families, and/or inappropriate referrals, and who need medical/dental/mental health interventions; identify pregnant beneficiaries who may be at high risk of poor health outcomes because of drug usage, lack of appropriate prenatal care, and/or abuse or neglect; and assuring individuals with any significant health problems are diagnosed and treated early.
- Presenting specific provider information about Medicaid EPSDT screening that will help identify medical and dental conditions that can be corrected or ameliorated by services covered through Medicaid.
- Developing procedures for tracking and resolving family requests for assistance with Medicaid services and providers. This does not include the actual tracking of requests for Medicaid services.
- Developing new health programs with local community health agencies for the Medicaid population, as determined by a needs assessment and geographic mapping.

These activities relate to the program and not for a specific individual.

Supplemental Description of Activity

This category includes activities staff performs in collaboration with agencies or organizations outside of the LHD to assure the delivery of Medicaid covered medical/dental/mental health services to Medicaid beneficiaries.

The focus of these activities is to enhance, improve or streamline health care service delivery systems in the community.

In order to perform these activities, staff may be representing the LHD by sitting on a committee or task force such as a Multi-Purpose Collaborative Body.

D. Referral, Coordination and Monitoring of Medicaid Services

Activity Category Description

This category is for developing appropriate referral sources for program-specific services for LHDs and monitoring the delivery of Medicaid services within the health department. It also is used for coordinating programs and services at the LHD level.

It includes related paperwork, clerical activities or staff travel necessary to perform these activities:

- Making referrals for, and coordinating access to, medical and dental services covered by Medicaid.
- Identifying and referring individuals who may be in need of Medicaid family planning services.
- Making referrals for and/or scheduling appropriate Medicaid-covered immunizations, vision and hearing testing, but not to include the child health screenings (vision, hearing and scoliosis) and immunizations that are required for all children.
- Providing information about Medicaid EPSDT screening (e.g., dental, vision, hearing) that will help identify medical conditions that can be corrected or improved by services through Medicaid.
- Contacting Medicaid providers of pediatric services in lower income areas to determine the scope of EPSDT services available.
- Reviewing clinical notes of staff by a designated clinician to identify medical referral and follow-up practices, and making recommendations to supervisors for improvements as needed.
- Conducting quality assurance reviews of specific Medicaid-related program objectives.
- Providing both oral and written instructions about the referral policies and procedures between the LHDs and other Medicaid provider entities for appropriate coordination of health services.
- Coordinating medical/mental health services with managed care plans as appropriate.
- Developing professional relationships for the purposes of referral of Medicaid-eligible individuals for EPSDT and other Medicaid related services.
- Developing strategies for containing healthcare costs and improving services to children as part of the goals of the EPSDT program.
- Working with agencies providing Medicaid services to improve the coordination and delivery of clinical health care services, to expand access to specific populations of Medicaid eligibles, and to improve collaboration around early identification of medical/dental problems. Activities include the development, implementation, and amending of Interagency Agreements related to Medicaid services.

Activities that are part of the direct service are not claimable as an administrative service.

Supplemental Description of Activity

- **Health-Related Referral Activities**
  - This category includes activities that LHD staff or contractors perform during the referral process for a potential health-related issue.

    Examples of these activities include locating individuals with potential health-related needs.

- This category also includes activities LHD staff perform in order to develop referral sources for the health department, such as a list or brochure of the physicians, dentists or HMOs in the area who accept Medicaid patients for evaluation or treatment, or a list of other health agencies providing Medicaid services to whom families may be referred.

- **Programmatic Monitoring and Coordination of Medical Services**
  - This category includes activities that LHD staff or contractors perform to coordinate programs and services at the LHD. It also could include activities such as monitoring, or follow-up on the systematic delivery of health-related services within the health department.
  - This category includes program- or system-wide monitoring and coordination of services; it does NOT include beneficiary-specific activities such as individual service coordination or monitoring of services of a particular individual. These activities are often completed by a coordinator or supervisor of quality assurance activities or others with a broader scope related to health-related services provided within the health department.

E. Medicaid-Specific Training on Outreach Eligibility and Services

Activity Category Description

This category is for coordinating, conducting, or participating in training events and seminars for staff who provide outreach services regarding the benefits of the Medicaid program, including how to assist families to access Medicaid services, and how to more effectively refer individuals for services.

It includes related paperwork, clerical activities or staff travel required to perform these activities:

- Participating in or coordinating training that improves the delivery of Medicaid services.
- Participating in or coordinating training that enhances early identification, intervention, screening and referral of children with health needs for EPSDT services.
- Coordinating training to assist families to access Medicaid services.
- Participating in or presenting training that improves the quality of identification, referral, treatment and care of children, e.g., talking to staff about the EPSDT referral process, available EPSDT and health-related services.
- Disseminating information on training sessions and conducting all related administrative tasks.
- Conducting seminars and presentations to staff related to Medicaid-covered services; providing information on where and how to seek assistance through the Medicaid program.
- Developing and preparing information about Medicaid-covered services, specific health standards and criteria associated with identification/detection of certain illnesses required by the Medicaid program.
- Developing, participating in, or presenting training that addresses the clinical importance of pediatric or other clinical standards for preventive care offered through the Medicaid program.

Supplemental Description of Activity

This category includes activities such as conducting or participating in training events and seminars for staff or contractors regarding general Medicaid information, including the benefits of the Medicaid program, how to assist families in accessing Medicaid eligibility and services, and how to more effectively refer individuals for services.

Allowable training activities must be associated in some way with connecting individuals and families to the Medicaid program or to Medicaid services.

F. Arranging for Medicaid-Related Transportation

Activity Category Description

This category is for assisting an individual to obtain transportation for Medicaid-covered services. This does not include the provision of the actual transportation service, but rather the administrative activities involved in providing transportation. This activity also does not include activities that contribute to the actual billing of transportation as a medical or dental service, nor does it include accompanying the Medicaid-eligible individual to Medicaid services as an administrative activity.

It includes related paperwork, clerical activities or staff travel required to perform these activities:

- Scheduling or arranging transportation for Medicaid-covered services.
- Assisting or arranging for transportation for the family in support of the referral and evaluation activities.

Supplemental Description of Activity

This category includes activities staff perform in assisting an individual to obtain transportation in order to access Medicaid health-related services.

G. Arranging for Provision of Medicaid-Related Translation Services

Activity Category Description

This category is for LHD employees who provide translation services related to Medicaid-covered services as an activity. Translation may be allowable as an administrative activity if it is not included and paid for as part of a medical assistance service.

It includes related paperwork, clerical activities or staff travel required to perform these activities:

- Arranging for or providing translation services that assist the individual to access transportation and medical/dental/mental health services.
- Arranging for or providing translation services that assist the individual to "communicate" with service providers about medical/dental services being provided.
- Arranging for or providing translation services that assist the individual to understand necessary care or treatment.
- Assisting the individual to define/explain their symptoms to the physician/dentist.

- Arranging for or providing signing services that assist family members to understand how to provide necessary medical support and care to an individual.

Supplemental Description of Activity

This category also includes the arranging for or providing of translation/interpretation services to enable an individual to access Medicaid health-related services.

REPORTING REQUIREMENTS

LHDs that bill for Medicaid Outreach Activities are expected to provide a quarterly summary report of Medicaid outreach activities. MDCH will develop the reporting format and specifications. Guidelines and reporting requirements will be described in the CPBC Grant Agreement.

BILLING AND REIMBURSEMENT

A. GRANT AGREEMENT

MDCH will work with LHDs to add a provision to the fiscal year Comprehensive Planning, Budgeting and Contracting (CPBC) Grant Agreement between the LHDs and MDCH identifying this administrative policy and describing the expectations for reporting and billing for these Medicaid outreach activities.

In FY 04/05, the CPBC Grant Agreement will be amended to include the new Medicaid Outreach Activities provision. In subsequent years, this provision will be part of the standard CPBC Grant Agreement language.

Each fiscal year MDCH will identify Medicaid outreach priorities. LHDs that bill for Medicaid outreach activities must focus, at a minimum, on one of the identified outreach priorities.

B. BILLING

The LHDs will bill for these outreach activities on a quarterly basis in a single column on a Financial Status Report (FSR). The column should be titled Medicaid Outreach Activities. The FSR should be part of the LHDs quarterly CPBC FSR submission to MDCH. MDCH will aggregate all of the quarterly amounts billed for LHD Medicaid outreach activities and will submit a claim for the federal portion of the costs. MDCH will reimburse the LHDs after MDCH receives the reimbursement of the federal claim.

These Medicaid Outreach Activities are claimed at the 50% administrative match rate.

Full cost reimbursement is not allowed for Medicaid administrative services and should not be included on the Medicaid Cost Report.

C. COST ALLOCATION PLANS

LHDs need to add the Medicaid Outreach Activities to their existing cost allocation plans in accordance with OMB Circular A-87. MDCH will require the LHDs to certify that their existing cost allocation plan is in compliance with A-87 and that the plan identifies Medicaid outreach activities as a specific element of the plan. The certification will be accepted by MDCH as documentation to continue this administrative claiming. Each cost allocation plan will be subject to MDCH review for compliance with A-87.

D. CERTIFICATIONS

The LHD Cost Allocation Plan certifications are due July 1, 2005 and should be submitted to:

Michigan Department of Community Health
Budget and Contracts Division
Contract Management Section
320 S. Walnut St.
Lansing, MI 48913

New certifications will be required if a modification occurs in the LHD's cost allocation plan that impacts the Medicaid Outreach Activities element or upon a Department review that results in a finding of non-compliance. If neither of these conditions exist, the certification remains valid in subsequent fiscal years.

MSA BULLETIN 18-41, ISSUED NOVEMBER 30, 2018

MDHHS Michigan Department of Health & Human Services

Medical Services Administration

BULLETIN MSA

Bulletin Number: MSA 18-41

Distribution: Local Health Departments

Issued: November 30, 2018

Subject: Clarification of Medicaid Outreach Policy

Effective: January 1, 2019

Programs Affected: Medicaid, Healthy Michigan Plan, MIChild

The purpose of this policy is to clarify requirements for administrative claiming of Medicaid outreach activity costs for Local Health Departments (LHDs) under federal funding regulations. **All outreach activities must be in support of the Medicaid program.** Activities that are part of a direct service are not claimable as Medicaid Outreach. Claiming for the costs of Medicaid-related administrative activities performed by LHD employees (community health workers, public health specialists, services specialists, health educators, etc.) are allowable provided that the LHD implements a system to appropriately identify the activities and costs in accordance with federal requirements.

I. Approved Outreach Categories/Activities

A. Medicaid Outreach and Public Awareness

Informing Medicaid-eligible and potentially Medicaid-eligible children and families about the benefits and availability of services provided by Medicaid. This category of outreach also includes coordinating and presenting information about Medicaid through media resources, health fairs and other community forums.

Examples of activities in this category include, but are not limited to:

- Developing, compiling, and/or distributing materials that inform individuals about the Medicaid program, Early and Periodic Screening, Diagnosis and Treatment (EPSDT) services, and how and where to obtain benefits.
- Contacting pregnant and parenting women about the availability of Medicaid services, including referral to family planning and well-baby care programs and services.

Examples of activities that are **not appropriate** for this category include, but are not limited to:

- Women, Infants, and Children (WIC) and Maternal Infant Health Program (MIHP) staff providing referral information about available health and community services. The State of Michigan mandates that these services be provided as a condition of operating the program.

B. Facilitating Medicaid Eligibility Determination

Activities related to assisting potentially Medicaid-eligible individuals in applying for Medicaid benefits. This includes explaining the Medicaid program to individuals or families, providing a Medicaid application form, assisting an individual in completing a Medicaid application, and/or referring individuals to the local Michigan Department of Health and Human Services (MDHHS) office for determination of benefits. Community health workers may act as client advocates when additional assistance is needed to complete the application process. Community health workers can also help clients overcome other barriers such as linguistic, cultural, and cognitive challenges to the application and enrollment process.

Examples of activities in this category include, but are not limited to:

- Verifying an individual's current Medicaid eligibility status for purposes of the Medicaid eligibility process.
- Assisting the individual or family in collecting/gathering required information and documents for the Medicaid application.

Examples of activities that are **not appropriate** for this category include, but are not limited to:

- Verifying an individual's current Medicaid eligibility status for a direct service or billing of a medical appointment.
- Explaining the eligibility process for non-Medicaid programs.

C. Program Planning, Policy Development and Interagency Coordination Related to Medical Services

Development of health programs and services targeted to the Medicaid population and collaboration between the LHD and other agencies to ensure the delivery of Medicaid-covered services. Activities in this category only apply to LHD staff whose position description includes program planning, policy development and interagency coordination, and/or those staff specifically appointed to appropriate committee or program performing required activities. This includes planning and developing procedures to track requests for referrals, and coordinating services with the Medicaid Health Plans.

Examples of activities in this category include, but are not limited to:

- Working with other agencies and/or providers that provide medical/dental/mental health services to improve the coordination and delivery of services, expand access to additional Medicaid populations, increase provider participation, and improve provider relations.
- Enhancing, improving, or streamlining health care service delivery systems in the community.
- Representing the LHD on a committee or program that is intended to improve access to Medicaid programs and services.

Examples of activities that are **not appropriate** for this category include, but are not limited to:

- Developing procedures for tracking requests by families for assistance with non-Medicaid services and the providers of such services.
- Creating a collaboration of health professionals to provide consultation and advice on the delivery of health care services to the non-Medicaid population.

D. Referral, Coordination, and Monitoring of Medicaid Services

Making referrals for, coordinating access to, and/or monitoring the delivery of Medicaid services. Working with Medicaid providers to improve the coordination and delivery of clinical health care services, expand access to specific Medicaid populations, and improve collaboration around early identification of medical/dental problems.

Examples of activities in this category include, but are not limited to:

- Making referrals for and/or scheduling appropriate Medicaid-covered services for Medicaid-enrolled individuals.
- Developing referral sources for the LHD, such as a list or brochure of the physicians, dentists or practitioners in the area who accept Medicaid patients for evaluation or treatment, or a list of other health agencies providing Medicaid services.
- Monitoring or coordinating the completion of the prescribed services, the termination of services, and the referral of the individual to other Medicaid services as necessary.

Examples of activities that are **not appropriate** for this category include, but are not limited to:

- Conducting quality assurance reviews when MDHHS requires the reviews as a condition of operating the program.
- Making referrals for, and coordinating access to, non-Medicaid services, such as child care, employment, job training, food assistance, and housing.
- Activities that are an integral part of or an extension of a direct medical service.

E. Medicaid-Specific Training on Outreach Eligibility and Services

Outreach activities that focus on coordinating, conducting, or participating in training and seminars for staff and/or contractors regarding the Medicaid program and available services, the benefits of the program, and how to assist families in accessing Medicaid services. These include trainings that enhance early identification, screening, and referral of children and adolescents for EPSDT services. This category also includes development and presentation of training modules regarding Medicaid eligibility and benefits to LHD staff.

Examples of activities in this category include, but are not limited to:

- Participating in or coordinating training that improves the delivery of Medicaid services.
- Attending or participating in a Medicaid Outreach in-service or webinar.
- Developing, participating in, or presenting training that addresses the clinical importance of pediatric or other clinical standards for preventive care offered through the Medicaid program.

Examples of activities that are **not appropriate** for this category include, but are not limited to:

- Participating in or coordinating training that improves the delivery of general LHD services.
- The time spent determining if a specific task can be considered Medicaid outreach.

F. Arranging for Medicaid-related Transportation

Assisting an individual in obtaining transportation for Medicaid-related services.
NOTE: This does NOT include activities that contribute to the actual billing of transportation as a medical service.

Examples of activities in this category include, but are not limited to:

- Scheduling or arranging transportation to and from Medicaid-covered services for a Medicaid-enrolled individual.
- Assisting with or arranging transportation for the parent/guardian of a Medicaid-enrolled individual in support of referral and evaluation activities.

Examples of activities that are **not appropriate** for this category include, but are not limited to:

- Transporting or accompanying a Medicaid-enrolled individual to a medical appointment.
- Assisting an individual in obtaining transportation for non-Medicaid services.

G. Arranging for or Providing Medicaid-related Translation Services

Arranging for or providing translation services related to a Medicaid-covered service when translation services are not included and/or paid for as part of a direct medical assistance service.

Examples of activities in this category include, but are not limited to:

- Arranging for or providing translation services (oral or signing services) to assist an individual with completing a Medicaid application.

- Arranging translation services that assist an individual in understanding the Medicaid services available.

Examples of activities that are **not appropriate** for this category include, but are not limited to:

- Developing translation materials that assist individuals in accessing and understanding non-Medicaid programs and services.
- Arranging for or providing translation services (oral or signing services) that assist the individual in accessing non-Medicaid services.
- Providing translation services to assist a Medicaid-enrolled individual in communicating as part of a direct medical service.

II. Documentation and Reporting Requirements

Documentation maintained in support of administrative claims must be sufficiently detailed to allow determination of whether the activities were necessary for the proper and efficient administration of the Medicaid State Plan. The LHD bears the responsibility for all claiming determinations.

LHDs that bill for Medicaid outreach activities are expected to provide a quarterly summary report of Medicaid outreach activities. Guidelines and reporting requirements are described in the Comprehensive Agreement.

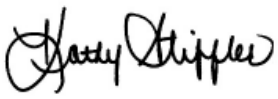
Manual Maintenance

Retain this bulletin until the information is incorporated into the Michigan Medicaid Provider Manual.

Questions

Any questions regarding this bulletin should be directed to Provider Inquiry, Department of Health and Human Services, P.O. Box 30731, Lansing, Michigan 48909-8231, or e-mailed to ProviderSupport@michigan.gov. When you submit an e-mail, be sure to include your name, affiliation, and phone number so you may be contacted if necessary. Providers may phone toll-free 1-800-292-2550.

Approved



Kathy Stiffler, Acting Director
Medical Services Administration

Exhibit B

Approved Budget and Nonprofit Rate Agreement

Greater Flint Health Coalition					
Medicaid Outreach Budget					
					Line Item Budget
Salaries and Wages					**Y1**
Personnel	Position Title & Name	Annual	Time	FTEs	
				CATEGORY TOTAL:	*$ 333,350*
Fringe Benefits		**25%**			
Personnel	Position Title & Name	Annual	Time	FTEs	
GFHC Fringe Rate of 25%					
				CATEGORY TOTAL:	*$ 83,318*
Travel					
	Item	Unit Cost	Miles/Quanity	Months (if app.)	
Travel					
				CATEGORY TOTAL:	$ -
Supplies & Materials					
	Item	Unit Cost	Period	Quantity	
Supplies					
				CATEGORY TOTAL:	$ -
Other Expenses					
	Item	Unit Cost	Period	Quantity	
Other					
				CATEGORY TOTAL:	$ -
				DIRECT TOTAL	*$ 416,668*
Indirect Costs					
				20.00%	$ 83,333
				Grand Total	***$ 500,000***
				Total Grant	$ 500,000
				Total Funds to GFHC	$ 500,000

NONPROFIT RATE AGREEMENT

EIN: 38-3301514 Date: 04/28/2023
ORGANIZATION:
Greater Flint Health Coalition, Inc.
519 S Saginaw St.
Flint, MI 48502

The rates approved in this agreement are for use on grants, contracts and other agreements with the Federal Government, subject to the conditions in Section III.

SECTION I: INDIRECT COST RATES

RATE TYPES: FIXED FINAL PROV. (PROVISIONAL) PRED. (PREDETERMINED)

	EFFECTIVE PERIOD				
TYPE	FROM	TO	RATE(%)	LOCATION	APPLICABLE TO
PROV.	01/01/2023	03/31/2026	20.00	On Site	All Programs

*BASE

Modified total direct costs, consisting of all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). Modified total direct costs shall exclude equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

SECTION II: SPECIAL REMARKS

TREATMENT OF FRINGE BENEFITS:
The fringe benefits are specifically identified to each employee and are charged individually as direct costs. The directly claimed fringe benefits are listed below.

TREATMENT OF PAID ABSENCES:
Vacation, holiday, sick leave pay and other paid absences are included in salaries and wages and are claimed on grants, contracts and other agreements as part of the normal cost for salaries and wages. Separate claims are not made for the cost of these paid absences.

FRINGE BENEFITS:

FICA
Retirement
Health Insurance
Life Insurance
Unemployment Insurance
Workers Compensation

The next indirect cost rate proposal, based on actual costs for the fiscal year ending March 31, 2024, is due in our office by September 30, 2024.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds $5,000.

SECTION III: GENERAL

A. LIMITATIONS:

The rates in this Agreement are subject to any statutory or administrative limitations and apply to a given grant, contract or other agreement only to the extent that funds are available. Acceptance of the rates is subject to the following conditions: (1) Only costs incurred by the organization were included in its indirect cost pool as finally accepted: such costs are legal obligations of the organization and are allowable under the governing cost principles; (2) The same costs that have been treated as indirect costs are not claimed as direct costs; (3) Similar types of costs have been accorded consistent accounting treatment; and (4) The information provided by the organization which was used to establish the rates is not later found to be materially incomplete or inaccurate by the Federal Government. In such situations the rate(s) would be subject to renegotiation at the discretion of the Federal Government.

B. ACCOUNTING CHANGES:

This Agreement is based on the accounting system purported by the organization to be in effect during the Agreement period. Changes to the method of accounting for costs which affect the amount of reimbursement resulting from the use of this Agreement require prior approval of the authorized representative of the cognizant agency. Such changes include, but are not limited to, changes in the charging of a particular type of cost from indirect to direct. Failure to obtain approval may result in cost disallowances.

C. FIXED RATES:

If a fixed rate is in this Agreement, it is based on an estimate of the costs for the period covered by the rate. When the actual costs for this period are determined, an adjustment will be made to a rate of a future year(s) to compensate for the difference between the costs used to establish the fixed rate and actual costs.

D. USE BY OTHER FEDERAL AGENCIES:

The rates in this Agreement were approved in accordance with the authority in Title 2 of the Code of Federal Regulations, Part 200 (2 CFR 200), and should be applied to grants, contracts and other agreements covered by 2 CFR 200, subject to any limitations in A above. The organization may provide copies of the Agreement to other Federal Agencies to give them early notification of the Agreement.

E. OTHER:

If any Federal contract, grant or other agreement is reimbursing indirect costs by a means other than the approved rate(s) in this Agreement, the organization should (1) credit such costs to the affected programs, and (2) apply the approved rate(s) to the appropriate base to identify the proper amount of indirect costs allocable to these programs.

BY THE INSTITUTION:

Greater Flint Health Coalition, Inc.
(INSTITUTION)

DocuSigned by:
(SIGNATURE)

Jim Ananich
(NAME)

President & CEO
(TITLE)

6/1/2023 | 1:54:16 PM PDT
(DATE)

ON BEHALF OF THE GOVERNMENT:

DEPARTMENT OF HEALTH AND HUMAN SERVICES
(AGENCY)

Arif M. Karim -S Digitally signed by Arif M. Karim -S Date: 2023.05.23 16:36:25 -05'00'
(SIGNATURE)

Arif Karim
(NAME)

Director, Cost Allocation Services
(TITLE)

04/28/2023
(DATE)

HHS REPRESENTATIVE: Theodore Foster
TELEPHONE: (214) 767-3261

Exhibit C

BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (the "BAA") is made and entered into as of October 1, 2023 by and between Genesee County, Acting by and through Genesee County Health Department, a Michigan municipal corporation ("Covered Entity") and Greater Flint Health Coalition, Inc. ("Business Associate"), in accordance with the meaning given to those terms at 45 CFR §164.501). In this BAA, Covered Entity and Business Associate are each a "Party" and, collectively, are the "Parties".

BACKGROUND

I. Covered Entity is either a "covered entity" or "business associate" of a covered entity as each are defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended by the HITECH Act (as defined below) and the related regulations promulgated by HHS (as defined below) (collectively, "HIPAA") and, as such, is required to comply with HIPAA's provisions regarding the confidentiality and privacy of Protected Health Information (as defined below);

II. The Parties have entered into or will enter into one or more agreements under which Business Associate provides or will provide certain specified services to Covered Entity (collectively, the "Agreement");

III. In providing services pursuant to the Agreement, Business Associate will have access to Protected Health Information;

IV. By providing the services pursuant to the Agreement, Business Associate will become a "business associate" of the Covered Entity as such term is defined under HIPAA;

V. Both Parties are committed to complying with all federal and state laws governing the confidentiality and privacy of health information, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Part 160 and Part 164, Subparts A and E (collectively, the "Privacy Rule"); and

VI. Both Parties intend to protect the privacy and provide for the security of Protected Health Information disclosed to Business Associate pursuant to the terms of this Agreement, HIPAA and other applicable laws.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and the continued provision of PHI by Covered Entity to Business Associate under the Agreement in reliance on this BAA, the Parties agree as follows:

1. **Definitions**. For purposes of this BAA, the Parties give the following meaning to each of the terms in this Section 1 below. Any capitalized term used in this BAA, but not otherwise defined, has the meaning given to that term in the Privacy Rule or pertinent law.

A. "Affiliate" means a subsidiary or affiliate of Covered Entity that is, or has been, considered a covered entity, as defined by HIPAA.

B. "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI, as defined in 45 CFR §164.402.

C. "Breach Notification Rule" means the portion of HIPAA set forth in Subpart D of 45 CFR Part 164.

D. "Data Aggregation" means, with respect to PHI created or received by Business Associate in its capacity as the "business associate" under HIPAA of Covered Entity, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a business associate of one or more other "covered entity" under HIPAA, to permit data analyses that relate to the Health Care Operations (defined below) of the respective covered entities. The meaning of "data aggregation" in this BAA shall be consistent with the meaning given to that term in the Privacy Rule.

E. "Designated Record Set" has the meaning given to such term under the Privacy Rule, including 45 CFR §164.501.B.

F. "De-Identify" means to alter the PHI such that the resulting information meets the requirements described in 45 CFR §§164.514(a) and (b).

G. "Electronic PHI" means any PHI maintained in or transmitted by electronic media as defined in 45 CFR §160.103.

H. "Health Care Operations" has the meaning given to that term in 45 CFR §164.501.

I. "HHS**"** means the U.S. Department of Health and Human Services.

J. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.

K. "Individual" has the same meaning given to that term in 45 CFR §§164.501 and 160.130 and includes a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

L. "Privacy Rule" means that portion of HIPAA set forth in 45 CFR Part 160 and Part 164, Subparts A and E.

M. "Protected Health Information" or "PHI" has the meaning given to the term "protected health information" in 45 CFR §§164.501 and 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

N. ''Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

O. "Security Rule" means the Security Standards for the Protection of Electronic Health Information provided in 45 CFR Part 160 & Part 164, Subparts A and C.

P. "Unsecured Protected Health Information" or "Unsecured PHI" means any "protected health information" as defined in 45 CFR §§164.501 and 160.103 that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the HHS Secretary in the guidance issued pursuant to the HITECH Act and codified at 42 USC §17932(h).

2. Use and Disclosure of PHI.

A. Except as otherwise provided in this BAA, Business Associate may use or disclose PHI as reasonably necessary to provide the services described in the Agreement to Covered Entity, and to undertake other activities of Business Associate permitted or required of Business Associate by this BAA or as required by law.

B. Except as otherwise limited by this BAA or federal or state law, Covered Entity authorizes Business Associate to use the PHI in its possession for the proper management and administration of Business Associate's business and to carry out its legal responsibilities. Business Associate may disclose PHI for its proper management and administration, provided that (i) the disclosures are required by law; or (ii) Business Associate obtains, in writing, prior to making any disclosure to a third party (a) reasonable assurances from this third party that the PHI will be held confidential as provided under this BAA and used or further disclosed only as required by law or for the purpose for which it was disclosed to this third party and (b) an agreement from this third party to notify Business Associate immediately of any breaches of the confidentiality of the PHI, to the extent it has knowledge of the breach.

C. Business Associate will not use or disclose PHI in a manner other than as provided in this BAA, as permitted under the Privacy Rule, or as required by law. Business Associate will use or disclose PHI, to the extent practicable, as a limited data set or limited to the minimum necessary amount of PHI to carry out the intended purpose of the use or disclosure, in accordance with Section 13405(b) of the HITECH Act (codified at 42 USC §17935(b)) and any of the act's implementing regulations adopted by HHS, for each use or disclosure of PHI.

D. Upon request, Business Associate will make available to Covered Entity any of Covered Entity's PHI that Business Associate or any of its agents or subcontractors have in their possession.

E. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).

3. Safeguards Against Misuse of PHI. Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as provided by the Agreement or this BAA and Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate agrees to take reasonable steps, including providing adequate training to its employees to ensure compliance with this BAA and to ensure that the actions or omissions of its employees or agents do not cause Business Associate to breach the terms of this BAA.

4. **Reporting Disclosures of PHI and Security Incidents**. Business Associate will report to Covered Entity in writing any use or disclosure of PHI not provided for by this BAA of which it becomes aware and Business Associate agrees to report to Covered Entity any Security Incident affecting Electronic PHI of Covered Entity of which it becomes aware. Business Associate agrees to report any such event within five business days of becoming aware of the event.

5. **Reporting Breaches of Unsecured PHI**. Business Associate will notify Covered Entity in writing promptly upon the discovery of any Breach of Unsecured PHI in accordance with the requirements set forth in 45 CFR §164.410, but in no case later than 30 calendar days after discovery of a Breach. Business Associate will reimburse Covered Entity for any costs incurred by it in complying with the requirements of Subpart D of 45 CFR §164 that are imposed on Covered Entity as a result of a Breach committed by Business Associate.

6. **Mitigation of Disclosures of PHI**. Business Associate will take reasonable measures to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of any use or disclosure of PHI by Business Associate or its agents or subcontractors in violation of the requirements of this BAA.

7. **Agreements with Agents or Subcontractors**. Business Associate will ensure that any of its agents or subcontractors that have access to, or to which Business Associate provides, PHI agree in writing to the restrictions and conditions concerning uses and disclosures of PHI contained in this BAA and agree to implement reasonable and appropriate safeguards to protect any Electronic PHI that it creates, receives, maintains or transmits on behalf of Business Associate or, through the Business Associate, Covered Entity. Business Associate shall notify Covered Entity, or upstream Business Associate, of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 1.M. of this BAA. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract by placement of such notice on the Business Associate's primary website. Business Associate shall ensure that all subcontracts and agreements provide the same level of privacy and security as this BAA.

8. **Audit Report.** Upon request, Business Associate will provide Covered Entity, or upstream Business Associate, with a copy of its most recent independent HIPAA compliance report (AT-C 315), HITRUST certification or other mutually agreed upon independent standards based third party audit report. Covered entity agrees not to re-disclose Business Associate's audit report.

9. **Access to PHI by Individuals**.

   A. Upon request, Business Associate agrees to furnish Covered Entity with copies of the PHI maintained by Business Associate in a Designated Record Set in the time and manner designated by Covered Entity to enable Covered Entity to respond to an Individual's request for access to PHI under 45 CFR §164.524.

   B. In the event any Individual or personal representative requests access to the Individual's PHI directly from Business Associate, Business Associate within ten business days, will forward that request to Covered Entity. Any disclosure of, or decision not to disclose, the PHI requested by an Individual or a personal representative and compliance with the requirements applicable to an Individual's right to obtain access to PHI shall be the sole responsibility of Covered Entity.

10. **Amendment of PHI**.

A. Upon request and instruction from Covered Entity, Business Associate will amend PHI or a record about an Individual in a Designated Record Set that is maintained by, or otherwise within the possession of, Business Associate as directed by Covered Entity in accordance with procedures established by 45 CFR §164.526. Any request by Covered Entity to amend such information will be completed by Business Associate within 15 business days of Covered Entity's request.

B. In the event that any Individual requests that Business Associate amend such Individual's PHI or record in a Designated Record Set, Business Associate within ten business days will forward this request to Covered Entity. Any amendment of, or decision not to amend, the PHI or record as requested by an Individual and compliance with the requirements applicable to an Individual's right to request an amendment of PHI will be the sole responsibility of Covered Entity.

11. **Accounting of Disclosures**.

A. Business Associate will document any disclosures of PHI made by it to account for such disclosures as required by 45 CFR §164.528(a). Business Associate also will make available information related to such disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosures in accordance with 45 CFR §164.528. At a minimum, Business Associate will furnish Covered Entity the following with respect to any covered disclosures by Business Associate: (i) the date of disclosure of PHI; (ii) the name of the entity or person who received PHI, and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure which includes the basis for such disclosure.

B. Business Associate will furnish to Covered Entity information collected in accordance with this Section 10, within ten business days after written request by Covered Entity, to permit Covered Entity to make an accounting of disclosures as required by 45 CFR §164.528, or in the event that Covered Entity elects to provide an Individual with a list of its business associates, Business Associate will provide an accounting of its disclosures of PHI upon request of the Individual, if and to the extent that such accounting is required under the HITECH Act or under HHS regulations adopted in connection with the HITECH Act.

C. In the event an Individual delivers the initial request for an accounting directly to Business Associate, Business Associate will within ten business days forward such request to Covered Entity.

12. **Availability of Books and Records**. Business Associate will make available its internal practices, books, agreements, records, and policies and procedures relating to the use and disclosure of PHI, upon request, to the Secretary of HHS for purposes of determining Covered Entity's and Business Associate's compliance with HIPAA, and this BAA.

13. **Responsibilities of Covered Entity**. With regard to the use and/or disclosure of Protected Health Information by Business Associate, Covered Entity agrees to:

A. Notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

B. Notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

C. Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

D. Except for data aggregation or management and administrative activities of Business Associate, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

14. **Data Ownership.** Business Associate's data stewardship does not confer data ownership rights on Business Associate with respect to any data shared with it under the Agreement, including any and all forms thereof.

15. **Term and Termination**.

A. This BAA will become effective on the date first written above, and will continue in effect until all obligations of the Parties have been met under the Agreement and under this BAA.

B. Covered Entity may terminate immediately this BAA, the Agreement, and any other related agreements if Covered Entity makes a determination that Business Associate has breached a material term of this BAA and Business Associate has failed to cure that material breach, to Covered Entity's reasonable satisfaction, within 30 days after written notice from Covered Entity. Covered Entity may report the problem to the Secretary of HHS if termination is not feasible.

C. If Business Associate determines that Covered Entity has breached a material term of this BAA, then Business Associate will provide Covered Entity with written notice of the existence of the breach and shall provide Covered Entity with 30 days to cure the breach. Covered Entity's failure to cure the breach within the 30-day period will be grounds for immediate termination of the Agreement and this BAA by Business Associate. Business Associate may report the breach to HHS.

D. Upon termination of the Agreement or this BAA for any reason, all PHI maintained by Business Associate will be returned to Covered Entity or destroyed by Business Associate. Business Associate will not retain any copies of such information. This provision will apply to PHI in the possession of Business Associate's agents and subcontractors. If return or destruction of the PHI is not feasible, in Business Associate's reasonable judgment, Business Associate will furnish Covered Entity with notification, in writing, of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of the PHI is infeasible, Business Associate will extend the protections of this BAA to such information for as long as Business Associate retains such information and will limit further uses and

disclosures to those purposes that make the return or destruction of the information not feasible. The Parties understand that this Section 14.D. will survive any termination of this BAA.

16. **Effect of BAA**.

A. This BAA is a part of and subject to the terms of the Agreement, except that to the extent any terms of this BAA conflict with any term of the Agreement, the terms of this BAA will govern.

B. Except as expressly stated in this BAA or as provided by law, this BAA will not create any rights in favor of any third party.

17. **Regulatory References**. A reference in this BAA to a section in HIPAA means the section as in effect or as amended at the time.

18. **Notices**. All notices, requests and demands or other communications to be given under this BAA to a Party will be made via either first class mail, registered or certified or express courier, or electronic mail to the Party's address given below:

A. If to Covered Entity, to:

Attn: _____
T: _____
E: _____

B. If to Business Associate, to:

Attn: James Ananich, CEO
T: _____
E: _____

19. **Amendments and Waiver**. This BAA may not be modified, nor will any provision be waived or amended, except in writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

20. **HITECH Act Compliance**. The Parties acknowledge that the HITECH Act includes significant changes to the Privacy Rule and the Security Rule. The privacy subtitle of the HITECH Act sets forth provisions that significantly change the requirements for business associates and the agreements between business associates and covered entities under HIPAA and these changes may be further clarified in forthcoming regulations and guidance. Each Party agrees to comply with the applicable provisions of the HITECH Act and any HHS regulations issued with respect to the HITECH Act. The Parties also agree to negotiate in good faith to modify this BAA as reasonably necessary to comply with the HITECH Act and its regulations as they become effective but, in the event that the Parties are unable to reach agreement on such a modification, either Party will have the right to terminate this BAA upon 30days' prior written notice to the other Party.

[The remainder of this page intentionally left blank; signatures on the following page]

In light of the mutual agreement and understanding described above, the Parties execute this BAA as of the date first written above.

Genesee County

By: _____
Name: Ellen Ellenburg
Title: Chairperson, Board of Commissioners

Greater Flint Health Coalition, Inc.

By: _____
Name: James Ananich
Title: CEO

Signature: Delrico J. Loyd
Delrico J. Loyd (May 22, 2025 11:02 EDT)
Email: jfreeman@geneseecountymi.gov

Signature:
Jim Ananich (May 19, 2025 15:39 EDT)
Email: jim@flint.org

GFHC_AGREEMENT_MA OUTREACH Updated 3-15-25 24-25

Final Audit Report 2025-05-22

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Document signing delegated to Joshua Freeman (jfreeman@geneseecountymi.gov) by Delrico Loyd (dloyd@geneseecountymi.gov)
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Signer Joshua Freeman (jfreeman@geneseecountymi.gov) entered name at signing as Delrico J. Loyd
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Document e-signed by Delrico J. Loyd (jfreeman@geneseecountymi.gov)

Signature Date: 2025-05-22 - 3:02:06 PM GMT - Time Source: server

Agreement completed.

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