

Genesee County

Human Services Committee Agenda

Wednesday, May 21, 2025 5:30 PM Harris Auditorium, 1101 Beach St.

- I. CALL TO ORDER
- II. ROLL CALL
- III. APPROVAL OF MINUTES

RES-2025-1790 Approval of Meeting Minutes - May 7, 2025

- IV. PUBLIC COMMENT TO COMMITTEE
- V. COMMUNICATIONS
- VI. OLD BUSINESS
- VII. NEW BUSINESS
- 1. RES-2025-1714 Approval of a grant award from the Michigan Department of Health & Human Services, in the amount of \$3,000,000.00, to provide water payment assistance for eligible Genesee County residents
- 2. RES-2025-1742 Approval of a grant award from the Michigan Department of Health and Human Services, in the amount of \$197,767.00, to provide for Genesee County's Breastfeeding Peer Counseling Program; the required county match; the budget for this grant is attached
- 3. RES-2025-1764 Approval of a grant award from the Michigan Health Endowment Fund, in the amount of \$140,000.00, to provide for Genesee County's DAD Initiative; the budget for this grant is attached
- 4. RES-2025-1765 Approval of a grant award from the Health Resources & Services Administration in the amount of \$491,816.00, to provide for Genesee County's Healthy Start Initiative

- VIII. OTHER BUSINESS
- IX. ADJOURNMENT



Genesee County Staff Report

Genesee County Administration Building 1101 Beach St Flint, MI 48502

File #: RES-2025-1790 **Agenda Date:** 5/21/2025 **Agenda #:**

Approval of Meeting Minutes - May 7, 2025



Genesee County Human Services Committee Meeting Minutes

Wednesday, May 7, 2025

5:30 PM

Harris Auditorium, 1101 Beach St.

I. CALL TO ORDER

Commissioner Winfrey called the meeting to order at 6:55 PM.

II. ROLL CALL

Present: Charles Winfrey, James Avery, Gary L. Goetzinger, Martin L.

Cousineau and Delrico J. Loyd

III. APPROVAL OF MINUTES

RES-2025-1723 Approval of Meeting Minutes - April 16, 2025

RESULT: APPROVED **MOVER:** James Avery

SECONDER: Martin L. Cousineau

Aye: Chairperson Winfrey, Vice Chair Avery,

Commissioner Goetzinger, Commissioner Cousineau

and Commissioner Loyd

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

25-218 State Veteran Homes - Derrick Britton, Director of Veterans Services

VI. OLD BUSINESS

VII. NEW BUSINESS

1. **RES-2025-1339**

Approval of an agreement between Genesee County and the Greater Flint Health Coalition, in an amount not to exceed \$500,000.00, to provide Medicaid Outreach Services on behalf of Genesee County; the cost of this agreement will be paid from account 2210-613.00-801.001

RESULT: REFERRED

MOVER: Delrico J. Loyd

SECONDER: Gary L. Goetzinger

Aye: Chairperson Winfrey, Vice Chair Avery,

Commissioner Goetzinger, Commissioner Cousineau

and Commissioner Loyd

2. RES-2025-1552

Approval of an amendment to a contract between Genesee County and Valley Area on Aging, in an amount of \$108,900.00, to provide for additional senior meals; the budget for this amendment is attached

RESULT: REFERRED **MOVER:** James Avery

SECONDER: Martin L. Cousineau

Aye: Chairperson Winfrey, Vice Chair Avery,

Commissioner Goetzinger, Commissioner Cousineau

and Commissioner Loyd

3. RES-2025-1583

Approval of an agreement between Genesee County, Genesee Area Focus Fund, and Genesee Chamber Foundation to provide summer employment opportunities for youth; this grant funded program will provide employment for fifteen (15) youth

RESULT: REFERRED

MOVER: James Avery

SECONDER: Gary L. Goetzinger

Aye: Chairperson Winfrey, Vice Chair Avery,

Commissioner Goetzinger, Commissioner Cousineau

and Commissioner Loyd

VIII. OTHER BUSINESS

IX. ADJOURNMENT

The meeting was adjourned at 7:15 PM.



Genesee County

Genesee County Administration Building 1101 Beach St Flint, MI 48502

Staff Report

File #: RES-2025-1714 Agenda Date: 5/21/2025 Agenda #: 1.

To: Charles Winfrey, Human Services Committee Chairperson

From: Pamela Coleman, GCCARD Director

RE: Approval of a request to accept and expend the 2025 Water Affordability Grant in the amount of \$3,000,000.00

BOARD ACTION REQUESTED:

The Genesee County Community Action Resource Department (GCCARD) requests authorization from this committee to accept and expend the 2025 Water Affordability grant in the amount of \$3,000,000.00, with a recommendation of approval by the full Genesee County Board of Commissioners at their next regularly scheduled meeting.

BACKGROUND:

GCCARD has received a notice of award for the 2025 Water Affordability grant in the amount of \$3,000,000.00 from the Michigan Department of Health and Human Services (MDHHS). Twenty twenty-five Water Affordability funds will be used for the purpose of providing water and/or wastewater utility arrearage assistance to eligible Genesee County residents.

DISCUSSION:

The term of this award runs from March 01, 2025, through September 30, 2025. Eligible Genesee County residents may receive \$3,000.00 in water and/or wastewater utility arrearage assistance per household per fiscal year through this program.

IMPACT ON HUMAN RESOURCES:

There will be no impact on Human Resources.

IMPACT ON BUDGET:

GCCARD has coordinated with Fiscal Services to outline the allocation of these funds as per the attached budget upload. **No General Fund appropriation is being requested.**

IMPACT ON FACILITIES:

There will be no impact on facilities.

IMPACT ON TECHNOLOGY:

There will be no impact on Information Technology.

CONFORMITY TO COUNTY PRIORITIES:

File #: RES-2025-1714 Agenda Date: 5/21/2025 Agenda #: 1.

This memorandum conforms to Genesee County's priority of Healthy, Livable, and Safe Communities by assuring continued service of water and/or wastewater utilities for eligible Genesee County residents. Assistance provided through the 2025 Water Affordability grant will give recipients the ability to perform daily tasks essential for human health.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of the Genesee County Community Action Resource Department (GCCARD) to authorize accepting the Water Affordability grant(s) to fund the provision of water and/or wastewater utility arrearage assistance for eligible Genesee County residents from the Michigan Department of Health and Human Services in the amount of \$3,000,000.00, for the period commencing March 1, 2025, through September 30, 2025, is approved (a copy of the memorandum request with supporting documents being on file with the official records of the May 21, 2025 meeting of the Human Services Committee of this Board), the Chairperson of this Board is authorized to execute any grant agreement documents, and the Chief Financial Officer is directed to record the attached budget amendment.

Agreement #: E20255585-00

Grant Agreement Between Michigan Department of Health and Human Services hereinafter referred to as the "Department" and

County of Genesee 420 W. Fifth

Flint MI 48503 2445

Federal I.D.#: 38-6004849, Unique Entity Identifier: YLQ1H3JSN3R8 hereinafter referred to as the "Grantee"

for

25Water Affordability - 2025

Part 1

1. Period of Agreement:

This Agreement will commence on <u>March 1, 2025</u> and continue through <u>September 30, 2025</u>. No activity will be performed and no costs to the state will be incurred prior to <u>March 1, 2025</u>. Throughout the Agreement <u>March 1, 2025</u> will be referred to as the start date. This Agreement is in full force and effect for the period specified.

2. Program Budget and Agreement Amount:

A. Agreement Amount

The total amount of this Agreement is \$3,000,000.00. Under the terms of this Agreement, the Department will provide funding not to exceed \$3,000,000.00. The source of funding provided by the Department can be obtained in the Schedule of Financial Assistance, available on-demand in the EGrAMS electronic grants management system (http://egrams-mi.com/mdhhs).

The Agreement is designated as a:

Subrecipient relationship (federal funding); or

X Recipient (non-federal funding).

The Agreement is designated as:

Research and development project; or

X Not a research and development project.

B. Equipment Purchases and Title

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

C. Deviation Allowance

A deviation allowance modifying an established budget category by \$10,000 or 15%, whichever is greater, is permissible without prior written approval of the Department. Any modification or deviations in excess of this provision, including any adjustment to the total amount of this Agreement, must be made in writing and executed by all parties through an amendment to this Agreement before the modifications can be implemented. This deviation allowance does not authorize new categories, subcontracts, equipment items or positions not shown in the attached Program Budget Summary and supporting detail schedules.

3. Purpose:

The purpose of this program is to assist eligible residents who have a financial burden, have accumulated a balance on their water and/or wastewater utility bill, have had their water and/or wastewater service shut off, and/or are at risk of having their water and/or wastewater service shut off.

4. Statement of Work:

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

5. Financial Requirements:

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

6. Performance/Progress Report Requirements:

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

7. General Provisions:

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

8. **Administration of the Agreement:**

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

Melanie Sanford Contract Analyst (517) 285-0412 sanfordm2@michigan.gov

Name Title Telephone No. **Email Address**

Grantee's Financial Contact for the Agreement: 9.

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

Ihsan Abufarha Analyst/Specialist Name Title iabufarha@co.genesee.mi.us (810) 257-3045 E-Mail Address

Telephone No.

10. Special Conditions:

- A. This Agreement is valid upon approval and execution by the Department which may be contingent upon approval by the State Administrative Board and signature by the Grantee.
- B. This Agreement is conditionally approved subject to and contingent upon the availability of funds.
- C. Based on the availability of funding, the Department may specify the amount of funding the Grantee may expend during a specific time period within the Agreement Period.
- D. The Department will not assume any responsibility or liability for costs incurred by the Grantee prior to the start date of this Agreement.
- E. The Grantee is required by 2004 PA 533 to receive payments by electronic funds transfer.

11. Special Certification:

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

FOR the GRANTEE County of Genesee Name Title Date For the Michigan Department of Health and Human Services Terri Smith 04/23/2025 Terri Smith, Director Date

Bureau of Grants and Purchasing

Part 2 General Provisions

I. Responsibilities - Grantee

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

A. Publication Rights

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

B. Fees

- Guarantee that any claims made to the Department under this Agreement will not be financed by any sources other than the Department under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to budget the additional source of funds and reflect the source of funding on the Financial Status Report.
- 2. Make reasonable efforts to collect 1st and 3rd party fees, where applicable, and report those collections on the Financial Status Report. Any under recoveries of otherwise available fees resulting from failure to bill for eligible activities will be excluded from reimbursable expenditures.

C. Grant Program Operation

Provide the necessary administrative, professional and technical staff for operation of the grant program. The Grantee must obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of this Agreement.

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

D. Reporting

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

E. Record Maintenance/Retention

Maintain adequate program and fiscal records and files, including source documentation, to support program activities and all expenditures made under the terms of this Agreement, as required. The Grantee must assure that all terms of the Agreement will be appropriately adhered to and that records and detailed documentation for the grant project or grant program identified in this Agreement will be maintained for a period of not less than seven (7) years from the date of termination, the date of submission of the final expenditure report or until litigation and audit findings have been resolved. This section applies to the Grantee, any parent, affiliate, or subsidiary organization of the Grantee and any subcontractor that performs activities in connection with this Agreement.

F. Authorized Access

 Permit within 10 calendar days of providing notification and at reasonable times, access by authorized representatives of the Department, Federal Grantor Agency, Inspector Generals, Comptroller General of the United States and State Auditor General, or any of their

- duly authorized representatives, to records, papers, files, documentation and personnel related to this Agreement, to the extent authorized by applicable state or federal law, rule or regulation.
- 2. Acknowledge the rights of access in this section are not limited to the required retention period. The rights of access will last as long as the records are retained.
- 3. Cooperate and provide reasonable assistance to authorized representatives of the Department and others when those individuals have access to the Grantee's grant records.

G. Audits

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

1. Required Audit or Audit Exemption Notice

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

a. Single Audit

Grantees that are a state, local government or non-profit organization that expend \$1,000,000 or more in federal awards during the Grantee's fiscal year must submit a Single Audit to the Department, regardless of the amount of funding received from the Department. The Single Audit must comply with the requirements of 2 CFR 200 Subpart F. The Single Audit reporting package must include all components described in 2 CFR 200.512 (c).

b. Financial Related Audit

Grantees that are for-profit organizations that expend \$1,000,000 or more in federal awards during the Grantee's fiscal year must submit either a financial related audit prepared in accordance with Government Auditing Standards relating to all federal awards, or an audit that meets the requirements contained in 2 CFR 200 Subpart F, if required by the federal awarding agency.

c. Audit Exemption Notice

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

2. Financial Statement Audit

Grantees exempt from the Single Audit and Financial Related Audit requirements (that are required to submit an Audit Exemption Notice as described above) must submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards if the audit includes disclosures that may negatively impact the Department funded programs including but not limited to fraud, going concern uncertainties, financial statement misstatements and violations of the Agreement requirements. If submitting a Financial Statement Audit, Grantees must also submit a corrective action plan for any audit findings that impact the Department funded programs.

3. Due Date and Where to Send

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

4. Penalty

a. Delinquent Single Audit or Financial Related Audit

If the Grantee does not submit the required Single Audit or Financial Related Audit, including any management letter and applicable corrective action plan(s) within nine months after the end of the Grantee's fiscal year, the Department may withhold from any payment from the Department to the Grantee an amount equal to five percent of the audit year's grant funding (not to exceed \$200,000) until the required filing is received by the Department. The Department may retain the amount

withheld if the Grantee is more than 120 days delinquent in meeting the filing requirements. The Department may terminate any current grant agreements if the Grantee is more than 180 days delinquent in meeting the filing requirements.

b. Delinquent Audit Exemption Notice

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

5. Other Audits

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

H. Subrecipient/Contractor Monitoring

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

as required by 2 CFR 200.501(h), as applicable.

4. Ensure that transactions with subrecipients/contractors comply with laws, regulations and provisions of contracts or grant agreements.

I. Notification of Modifications

Provide notification to the Department within 14 days, or sooner if circumstances warrant, in writing, of any action by its governing board or any other funding source that would require or result in significant modification in the provision of activities, funding or compliance with operational procedures.

J. Software Compliance

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

K. Human Subjects

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

L. Mandatory Disclosures

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

- b. A criminal Proceeding;
- c. A parole or probation Proceeding;
- d. A Proceeding under the Sarbanes-Oxley Act;
- e. A civil Proceeding involving:
 - A claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or
 - 2. A governmental or public entity's claim or written allegation of fraud; or
 - Any complaint filed in a legal or administrative proceeding alleging the Grantee or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Agreement; or
- f. A Proceeding involving any license that Grantee is required to possess in order to perform under this Agreement.
- g. Any criminal activity that occurs by an employee, agent, or subcontractor of Grantee while conducting activities pursuant to this Agreement.
- 2. Notify the Contract Manager, at least 90 calendar days before the effective date, of a change in Grantee's ownership or executive management.

M. Reserved

N. Conflict of Interest and Code of Conduct Standards

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

O. Travel Costs

- Be reimbursed for travel costs (including mileage, meals and lodging) budgeted and incurred related to activities provided under this Agreement.
 - a. If the Grantee has a documented policy related to travel reimbursement for employees and if the Grantee follows that documented policy, the Department will reimburse the Grantee for travel costs at the Grantee's documented reimbursement rate for employees. Otherwise, the state of Michigan travel reimbursement rate applies.
 - b. Federally funded Grantees must comply with Title 2 CRF 200.475.
 - c. State of Michigan travel rates may be found at the following website: http://www.michigan.gov/dtmb/0,5552,7-358-82548_13132---,00.html.
 - d. International travel must be preapproved by the Department and itemized in the budget.

P. Federal Funding Accountability and Transparency Act (FFATA)

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

Q. Insurance Requirements

- Maintain at least a minimum of the insurances or governmental selfinsurances listed below and be responsible for all deductibles. All required insurance or self-insurance must:
 - a. Protect the state of Michigan from claims that may arise out of, are alleged to arise out of, or result from Grantee's or a subcontractor's performance;
 - b. Be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the state; and
 - c. Be provided by a company with an A.M. Best rating of "A-" or better and a financial size of VII or better.

2. Insurance Types

a. Commercial General Liability Insurance or Governmental Self-Insurance: Except for Governmental Self-Insurance, policies must be endorsed to add "the state of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.

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

- b. Workers' Compensation Insurance or Governmental Self-Insurance: Coverage according to applicable laws governing work activities. Policies must include waiver of subrogation, except where waiver is prohibited by law.
- c. Employers Liability Insurance or Governmental Self-Insurance.
- d. Privacy and Security Liability (Cyber Liability) Insurance: cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
- 3. Require that subcontractors maintain the required insurances contained in this Section.
- 4. This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of the Grantee from any obligations under this Agreement.
- 5. Each Party must promptly notify the other Party of any knowledge regarding an occurrence which the notifying Party reasonably believes may result in a claim against either Party. The Parties must cooperate with each other regarding such claim.

R. Fiscal Questionnaire

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

S. Criminal Background Check

 Conduct or cause to be conducted a search that reveals information similar or substantially similar to information found on an Internet Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with clients or has access to client information.

- a. ICHAT: Home Page ICHAT Menu (michigan.gov)
- b. Michigan Public Sex Offender Registry: http://www.mipsor.state.mi.us
- c. National Sex Offender Registry: http://www.nsopw.gov
- 2 Conduct or cause to be conducted a Central Registry (CR) check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with children.
 - a. Central Registry: https://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330-180331--,00.html
- 3. Require each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Agreement, works directly with clients or who has access to client information to notify the Grantee in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator, at hire or within 10 days of the event after hiring.
- 4. Determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with clients or accessing client information related to clients under this Agreement, based on the results of a positive ICHAT response or reported criminal felony conviction or perpetrator identification.
- 5. Determine whether to prohibit any employee, subcontractor, subcontractor employee or volunteer from performing work directly with children under this Agreement, based on the results of a positive CR response or reported perpetrator identification.
- 6. Require any employee, subcontractor, subcontractor employee or volunteer who may have access to any databases of information maintained by the federal government that contain confidential or personal information, including but not limited to federal tax information, to have a fingerprint background check performed.

II. Responsibilities - Department

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

A. Reimbursement

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

B. Report Forms

Provide any report forms and reporting formats required by the Department at

the start date of this Agreement and provide to the Grantee any new report forms and reporting formats proposed for issuance thereafter at least 30 days prior to their required usage in order to afford the Grantee an opportunity to review.

III. Assurances

The following assurances are hereby given to the Department:

A. Compliance with Applicable Laws

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

B. Anti-Lobbying Act

The Grantee will comply with the Anti-Lobbying Act (31 U.S.C. 1352) as revised by the Lobbying Disclosure Act of 1995 (2 U.S.C. 1601 et seq.), Federal Acquisition Regulations 52.203.11 and 52.203.12, and Section 503 of the Departments of Labor, Health & Human Services, and Education, and Related Agencies section of the current fiscal year Omnibus Consolidated Appropriations Act. Further, the Grantee must require that the language of this assurance be included in the award documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

C. Non-Discrimination

- The Grantee must comply with the Department's non-discrimination statement: "The Michigan Department of Health and Human Services does not discriminate against any individual or group on the basis of race, national origin, color, sex, disability, religion, age, height, weight, familial status, partisan considerations, or genetic information. Sexbased discrimination includes, but is not limited to, discrimination based on sexual orientation, gender identity, gender expression, sex characteristics, and pregnancy."
- 2. The Grantee further agrees that every subcontract entered into for the performance of any contract or purchase order resulting therefrom, will contain a provision requiring non-discrimination in employment, activity delivery and access, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot-Larsen

- Civil Rights Act (1976 PA 453, as amended; MCL 37.2101 et seq.) and the Persons with Disabilities Civil Rights Act (1976 PA 220, as amended; MCL 37.1101 et seq.), and any breach thereof may be regarded as a material breach of this Agreement.
- 3. The Grantee will comply with all federal and state statutes relating to nondiscrimination. These include but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination based on race, color or national origin;
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, 1685-1686), which prohibits discrimination based on sex:
 - Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination based on disabilities;
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination based on age;
 - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination based on drug abuse;
 - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination based on alcohol abuse or alcoholism;
 - g. Sections 523 and 527 of the Public Health Service Act of 1944 (42 U.S.C. 290dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - h. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and.
 - i. The requirements of any other nondiscrimination statute(s) which may apply to the application.
- 4. Additionally, assurance is given to the Department that proactive efforts will be made to identify and encourage the participation of minority-owned and women-owned businesses, and businesses owned by persons with disabilities in contract solicitations. The Grantee must include language in all contracts awarded under this Agreement which (1) prohibits discrimination against minority-owned and women-owned businesses and businesses owned by persons with disabilities in subcontracting; and (2) makes discrimination a material breach of contract.

D. Debarment and Suspension

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

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

E. Pro-Children Act

The Grantee will comply with the Pro-Children Act of 1994 (P.L. 103-227; 20 U.S.C. 6081, et seg.), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by and used routinely or regularly for the provision of health, day care, early childhood development activities, education or library activities to children under the age of 18, if the activities are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's activities that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's activities provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; activity providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The Grantee also assures that this

language will be included in any subawards which contain provisions for children's activities.

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

F. Hatch Act and Intergovernmental Personnel Act

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

G. Employee Whistleblower Protections

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

H. Clean Air Act and Federal Water Pollution Control Act

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

I. Victims of Trafficking and Violence Protection Act

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

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

J. Procurement of Recovered Materials

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

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

K. Subcontracts

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

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

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

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

L. Procurement

- 1. Grantee will ensure that all purchase transactions, whether negotiated or advertised, are conducted openly and competitively in accordance with the principles and requirements of 2 CFR 200.
- Funding from this Agreement must not be used for the purchase of foreign goods or services.
- Preference must be given to goods and services manufactured or provided by Michigan businesses, if they are competitively priced and of comparable quality.
- 4. Preference must be given to goods and services that are manufactured or provided by Michigan businesses owned and operated by veterans, if they are competitively priced and of comparable quality.
- 5. Records must be sufficient to document the significant history of all purchases and must be maintained for a minimum of four years after the end of the Agreement period.

M. Health Insurance Portability and Accountability Act

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

- The Grantee must not share any protected health information provided by the Department that is covered by HIPAA except as permitted or required by applicable law, or to a subcontractor as appropriate under this Agreement.
- The Grantee will ensure that any subcontractor will have the same obligations as the Grantee not to share any protected health data and information from the Department that falls under HIPAA requirements in the terms and conditions of the subcontract.
- 3. The Grantee must only use the protected health data and information for the purposes of this Agreement.
- 4. The Grantee must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Grantee's employees.
- 5. The Grantee must have a policy and procedure to immediately report to the Department any suspected or confirmed unauthorized use or disclosure of protected health information that falls under the HIPAA requirements of which the Grantee becomes aware. The Grantee will work with the Department to mitigate the breach and will provide assurances to the Department of corrective actions to prevent further unauthorized uses or disclosures. The Department may demand specific corrective actions and assurances and the Grantee must provide the same to the Department.
- 6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Part 2, Section V.
- 7. In accordance with HIPAA requirements, the Grantee is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information, including without limitation the Department's costs in responding to a breach, received by the Grantee from the Department or any other source.
- 8. The Grantee will enter into a business associate agreement should the Department determine such an agreement is required under HIPAA.

N. Website Incorporation

The Department is not bound by any content on Grantee's website or other

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

O. Survival

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

Q. Non-Disclosure of Confidential Information

The Grantee agrees that it will use confidential information solely for the purpose of this Agreement. The Grantee agrees to hold all confidential information in strict confidence and not to copy, reproduce, sell, transfer or otherwise dispose of, give or disclose such confidential information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such confidential information for any purpose whatsoever other than the performance of this Agreement. The Grantee must take all reasonable precautions to safeguard the confidential information. These precautions must be at least as great as the precautions the Grantee takes to protect its own confidential or proprietary information.

2. Meaning of Confidential Information

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

- a. Has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party;
- If disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning;
- c. Should reasonably be recognized as confidential information of the disclosing party;
- d. Is unpublished or not available to the general public; or
- e. Is designated by law as confidential.
- 3. The term "confidential information" does not include any information or documentation that was:
 - Subject to disclosure under the Michigan Freedom of Information Act (FOIA);
 - b. Already in the possession of the receiving party without an obligation of confidentiality;

- c. Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights;
- d. Obtained from a source other than the disclosing party without an obligation of confidentiality; or
- e. Publicly available when received or thereafter became publicly available (other than through an unauthorized disclosure by, through or on behalf of, the receiving party).
- 4. The Grantee must notify the Department within one business day after discovering any unauthorized use or disclosure of confidential information. The Grantee will cooperate with the Department in every way possible to regain possession of the confidential information and prevent further unauthorized use or disclosure.

S. Cap on Salaries

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

IV. Financial Requirements

A. Operating Advance

An operating advance may be requested by the Grantee to assist with program operations. The request should be addressed to the Contract Manager identified in Part 1, Section VIII. The operating advance will be administered as follows:

- The operating advance amount requested must be reasonable in relation to factors including but not limited to program requirements, the period of the Agreement, and the financial obligation. The advance must not exceed 16.67 percent of operating expenses. Operating advances will be monitored and adjusted by the Department relative to the Agreement amount.
- 2. The operating advance must be recorded as an account payable liability to the Department in the Grantee's financial records. The operating advance payable liability must remain in the Grantee's financial records until fully recovered by the Department.
- 3. The reimbursement for actual expenditures by the Department should be used by the Grantee to replenish the operating advance used for

program operations.

4. The operating advance must be returned to the Department within 30 days of the end date of this Agreement unless the Grantee has a recurring agreement with the Department. Subsequent Department agreements may not be executed if an outstanding operational advance has not been repaid.

The Department may obtain the Michigan Department of Treasury's assistance in collecting outstanding operating advances. The Department will comply with the Michigan Department of Treasury's Due Process procedures prior to forwarding claims to Treasury. Specific Due Process procedures include the following:

- a. An offer from the Department of a hearing to dispute the debt, identifying the time, place and date of such hearing.
- b. A hearing by an impartial official.
- c. An opportunity for the Grantee to examine the Department's associated records.
- d. An opportunity for the Grantee to present evidence in person or in writing.
- e. A hearing official with full authority to correct errors and decide not to forward debt to Treasury.
- f. Grantee representation by an attorney and presentation of witnesses if necessary.
- 5. If the Grantee has a recurring agreement with the Department, the Department requires an annual confirmation of the outstanding operating advance. At the end of either the Agreement period or Department's fiscal year, whichever is first, the Grantee must respond to the Department's request for confirmation of the operating advance. Failure to respond to the confirmation request may result in the Department recovering all or part of an outstanding operating advance.

B. Reimbursement Method

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

C. Financial Status Report Submission

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

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

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

The instructions for completing the FSR form are available on the EGrAMS website http://egrams-mi.com/mdhhs. Send FSR questions to FSRMDHHS@michigan.gov.

D. Reimbursement Mechanism

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

E. Final Obligations and Financial Status Reporting Requirements

1. Obligation Report

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

2. Department-wide Payment Suspension

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

3. Final FSRs

Final FSRs are due 30 days following the end of the Agreement period. The final FSR must be clearly marked <u>"Final."</u> Final FSRs not received by the due date may result in the loss of funding requested on the

Obligation Report and may result in a potential reduction in a subsequent year's Agreement amount.

F. Unobligated Funds

Any unobligated balance of funds held by the Grantee at the end of the Agreement period will be returned to the Department within 30 days of the end of the Agreement or treated in accordance with instructions provided by the Department.

G. Indirect Costs

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

V. Agreement Termination

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

- A. By either party by giving 30 days written notice to the other party stating the reasons for termination and the effective date.
- B. By either party with 30 days written notice upon the failure of either party to carry out the terms and conditions of this Agreement, provided the alleged defaulting party is given notice of the alleged breach and fails to cure the default within the 30-day period.
- C. Immediately if the Grantee or an official of the Grantee or an owner is convicted of any activity referenced in Part 2 Section III. D. of this Agreement during the term of this Agreement or any extension thereof.
- D. Immediately if the Department determines that Grantee fails or has failed to meet its obligations under Part 2 Section III. R.
- E. Immediately if the Grantee, as determined by the State, (i) endangers the value, integrity, or security of any facility, data, or personnel; or (ii) engages in any conduct that may expose the State to liability.
- F. Immediately by mutual agreement of both parties.

VI. Stop Work Order

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

VII. Final Reporting Upon Termination

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

VIII. Severability

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

IX. Waiver

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

X. Amendments

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

XI. Liability

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

- A. The liability, loss, or damage is caused by, or arises out of, the actions of or failure to act on the part of the Grantee, any of its subcontractors, or anyone directly or indirectly employed by the Grantee.
- B. Nothing herein will be construed as a waiver of any governmental immunity that has been provided to the Grantee or its employees by statute or court decisions.

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

- C In the event of an incident the Grantee must:
 - 1. Cooperate with the Department in investigating the occurrence, making available all relevant records, logs, files, data reporting, and other

- materials required to comply with applicable law or as otherwise required by the Department;
- 2. In the case of unauthorized disclosure or breach of confidential information, at the Department's sole election, with approval and assistance from the Department, notify the affected individuals with comprised Personally Identifiable Information (PII) or Protected Health Information (PHI) as soon as practicable but no later than is required to comply with applicable law and provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than 24 months following the date of notification to such individuals;
- 3. Perform or take any other actions required to comply with applicable law as a result of the occurrence including pay for: any costs associated with the occurrence, any costs incurred by the Department in investigating and resolving the occurrence, reasonable attorney's fees associated with such investigation and resolution.

XII. State of Michigan Agreement

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

A Attachment A - Statement of Work

The work performed under this Agreement must align with the BCAEO approved Service Plan as defined in the Community Services Policy Manual (CSPM).

B1 Attachment B1 - Program Budget Summary

PROGRAM 25Water Affordability - 2025			DATE PREPARED 4/23/2025	
CONTRACTOR NAME County of Genesee		BUDGET PERIOD From: 3/1/2025 To: 9/30/2025		
MAILING ADDRESS (Number 420 W. Fifth	er and Street)		BUDGET AGREEMENT ✓ Original	AMENDMENT #
CITY Flint	STATE MI	ZIP CODE 48503-2445	FEDERAL ID NUMBER 38-6004849	

	Category	Total	Amount
1	Allocation Amount	3,000,000.00	3,000,000.00
TOTAL	L EXPENDITURES	3,000,000.00	3,000,000.00

SOURCE OF FUNDS

	Category	Total	Amount
1	State Agreement	3,000,000.00	3,000,000.00
	Totals	3,000,000.00	3,000,000.00

B2 Attachment B2 - Program Budget - Cost Detail Schedule

	Line Item	Total
1	Allocation Amount	
	Allocation Amount	3,000,000.00
TOTAL EX	PENDITURES	3,000,000.00

- B3 Attachment B3 Equipment Inventory Schedule
 Attachment B3 Equipment Inventory Schedule
- C Attachment C Performance Report Requirements

 The Grantee must submit reports as instructed in the CSPM or by BCAEO.
- E Attachment E Program Requirements
 Attachment E Program Specific Requirements

DESCRIPTION:Water Fund Program

GL#	DESCRIPTION	Increase/(Decrease)
2751-695.39-539.000	STATE REVENUES	87,378.64
2751-695.39-504.000	Federal Revenue	(25,611.61)
2751-695.39-957.006	INTRAFUND EXPENSE	\$61,767.03
2751-695.41-539.000	STATE REVENUES	\$2,912,621.36
2751-695.41-504.000	Federal Revenue	(\$674,388.39)
2751-695.41-702.000	SALARIES & WAGES	\$325,010.00
2751-695.41-709.000	SOCIAL SECURITY	\$24,864.00
2751-695.41-718.000	MEDICAL INSURANCE	\$70,726.00
2751-695.41-723.000	POST-RETIREMENT BENEFIT	\$5,937.00
2751-695.41-725.000	OPTICAL INSURANCE	\$594.00
2751-695.41-726.000	DENTAL INSURANCE	\$4,014.00
2751-695.41-727.000	LIFE HEALTH INSURANCE	\$2,342.00
2751-695.41-728.000	RETIREMENT	\$13,071.00
2751-695.41-752.000	SUPPLIES	\$5,400.00
2751-695.41-900.008	PRINTING	\$1,500.00
2751-695.41-850.000	TELEPHONE	\$750.00
2751-695.41-729.000	WORKERS COMPENSATION	358.00
2751-695.41-730.000	UNEMPLOYMENT	113.00
2751-695.41-866.381	HOMELESS PREVENTION	1,783,553.97

DESCRIPTION:Water Fund Program

DESCRIPTION	Increase/(Decrease)
STATE REVENUES	87,378.64
Federal Revenue	(25,611.61)
INTRAFUND EXPENSE	\$61,767.03
STATE REVENUES	\$2,912,621.36
Federal Revenue	(\$674,388.39)
SALARIES & WAGES	\$325,010.00
SOCIAL SECURITY	\$24,864.00
MEDICAL INSURANCE	\$70,726.00
POST-RETIREMENT BENEFIT	\$5,937.00
OPTICAL INSURANCE	\$594.00
DENTAL INSURANCE	\$4,014.00
LIFE HEALTH INSURANCE	\$2,342.00
RETIREMENT	\$13,071.00
SUPPLIES	\$5,400.00
PRINTING	\$1,500.00
TELEPHONE	\$750.00
WORKERS COMPENSATION	358.00
UNEMPLOYMENT	113.00
HOMELESS PREVENTION	1,783,553.97
	STATE REVENUES Federal Revenue INTRAFUND EXPENSE STATE REVENUES Federal Revenue SALARIES & WAGES SOCIAL SECURITY MEDICAL INSURANCE POST-RETIREMENT BENEFIT OPTICAL INSURANCE DENTAL INSURANCE LIFE HEALTH INSURANCE RETIREMENT SUPPLIES PRINTING TELEPHONE WORKERS COMPENSATION UNEMPLOYMENT



Genesee County

Genesee County Administration Building 1101 Beach St Flint, MI 48502

Staff Report

To: Charles Winfrey, Human Services Committee Chairperson

From: Michelle Estell, RS, MSA, Health Officer

RE: Approval of a grant award from the Michigan Department of Health and Human Services, in the amount of \$197,767.00, to provide for Genesee County's Breastfeeding Peer Counseling Program; the required county match; the budget for this grant is attached

BOARD ACTION REQUESTED:

Acceptance of funding for Special WIC Breastfeeding Peer Counseling in order to maintain an effective breastfeeding program. Funding Source: MDHHS Amount: Accept \$197,767.00 Funding Account: 2210-608.01.Time Period: October 1, 2025 - September 30, 2026, Purpose: MDHHS funding will enable Genesee County Health Department (GCHD) to maintain an effective Breastfeeding Peer Counseling Program (BFPC).

BACKGROUND:

The Women, Infants and Children (WIC) program serves pregnant women, infants and children up to five years old. Program participants receive nutritional education, access to healthy food, breastfeeding support and referrals to community resources. Breastfeeding support is integral to the program. MDHHS funding will enable GCHD to maintain an effective Breastfeeding Peer Counseling Program.

DISCUSSION:

Funding through MDHHS is used to maintain and expand activities necessary to sustain a peer counseling program. Activities provided with this funding are based on the Food and Nutrition Services/WIC Breastfeeding Model for Peer Counseling. The primary purpose of the BFPC funding is to provide overall breastfeeding support services, including direct peer counseling. Combining peer counseling with ongoing breastfeeding promotion efforts, WIC has the potential to significantly impact breastfeeding initiation and duration rates among program participants.

IMPACT ON HUMAN RESOURCES:

This will allow continued funding of 2.7 FTE in the Breastfeeding Program.

IMPACT ON BUDGET:

Funding will add \$197.767.00 to the budget. No County Appropriation is needed.

IMPACT ON FACILITIES:

There is no anticipated impact on facilities related to this request.

IMPACT ON TECHNOLOGY:

No, existing technology will be used.

CONFORMITY TO COUNTY PRIORITIES:

Breastfeeding support and promotion in the WIC program directly contribute to making our community healthy, livable, and safe. Pregnant women and children under age 5 enrolled in WIC are provided with healthy food, nutrition counseling, breastfeeding support and referrals to other community resources. These services help to avert a range of health problems, thereby reducing future costly medical interventions and treatments.

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Health Officer to authorize accepting grant funds from the Michigan Department of Health and Human Services ("MDHHS"), in the amount of \$197,767.00 with no county appropriation required, and entering into an agreement between Genesee County and MDHHS to maintain an effective Breastfeeding Peer Counselor Program for Women, Infants, and Children (WIC) clients in Genesee County for the period commencing October 1, 2025, through September 30, 2026, is approved (a copy of the memorandum request and grant award letter being on file with the official records of the May 21, 2025 meeting of the Human Services Committee of this Board), the Health Officer is authorized to sign the award letter, and the Chairperson of the Board is authorized to sign any necessary agreement on behalf of Genesee County.



STATE OF MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES LANSING

ELIZABETH HERTEL

GOVERNOR

GRETCHEN WHITMER

May 2, 2025

TO: Health Officers and WIC Coordinators

RE: Special WIC Breastfeeding Peer Counseling Funding, FY 2026

Local Agency: Genesee County

The Michigan WIC Division is pleased to offer your agency continued funding for WIC Breastfeeding Peer Counseling (PC) with the addition of supplementary funds to support the implementation of requirement (Policy 1.07) for an International Board-Certified Lactation Consultant. These funds are not expected to be the sole source of funding for the IBCLC position. If your agency is unable to maintain the level of peer counseling (FTE) set forth in this letter, please advise the State WIC office.

Please submit signed letter by Friday, May 23, 2025, to accept this funding allocation and the conditions for WIC Breastfeeding Peer Counseling.

This is special WIC funding for Breastfeeding Peer Counseling and will require a separate budget in the E-grams system. Funding is to be used for direct peer counseling services and support for those breastfeeding services; funds may not be used for general WIC services. Due to the limited nature of the Breastfeeding Peer Counselor Funding total indirect cost shall not exceed 30% of the total grant award (budgeted and/or reported, whichever is less). To maintain consistency across budgets, County-City Central Services reported under a direct expense line item will be included as indirect cost even if captured outside of indirect line item on the budget. Additional local funds can be supplemented to cover indirect costs exceeding 30%. Final budgets must be submitted according to the MDHHS budget schedule. The budget within the E-grams system will not be approved until a signed letter is returned.

Please note that your FY2026 funding is subject to availability and may change depending on the level of funds received from USDA/FNS.

If you have any questions, please contact Dionne Moore-Smith at (517) 335-9174 or via e-mail at mooresmithd@michigan.gov.

Sincerely,

Dionne Moore-Smith

Michigan WIC Peer Counselor Coordinator

FY 2026 WIC Breastfeeding Peer Counseling Funds

Local Agency: Genesee County

Special Peer Counseling Funding FY 2026 Allocation \$197,767 for 2.7 FTE of peer counseling time. This does not include supervisor or mentor time. \$7,500 must be allocated for IBCLC services

Grant Period: October 1, 2025 – September 30, 2026

The WIC Breastfeeding Peer Counseling Funds are intended to enable State agencies to implement or maintain an effective breastfeeding peer counselor program. Combining peer counseling with the on-going breastfeeding promotion efforts in WIC agencies around the country has the potential to significantly impact breastfeeding rates among WIC participants, and, most significantly, the more difficult task of improving breastfeeding duration rates. Our long-range vision is to require breastfeeding peer counseling as a core service in WIC.

By accepting the WIC Breastfeeding Peer Counseling Funds, the local agency agrees to all of the following:

- 1. To implement/administer a peer counseling program based on research-based components of a successful peer counseling program as identified by FNS (the WIC Breastfeeding Model Components for Peer Counseling). As stated in the WIC Breastfeeding Model Components for Peer Counseling, Peer Counselors must be available to WIC clients outside of usual clinic hours and outside of the WIC clinic environment (MI-WIC Policy 12.02 After Hours Availability). Non-compliance with the WIC Breastfeeding Model may result in Peer Counseling funds being withdrawn from your agency. The peer counseling program must be consistent with program guidance set forth in the FNS WIC Breastfeeding Curriculum (Peer Counselor Manager).
- 2. Fulfill all program and financial reporting requirements as detailed in Attachment #3 of the DHHS contract. This includes participation and attendance of peer counselors and peer managers at required trainings and meetings.

THESE ARE THE ONLY PURPOSES FOR WHICH THESE FUNDS MAY BE USED.

Signature of WIC Coordinator	Date
Health Officer	Date

If you agree to these terms, please print, sign, date, and send scanned copy via email or fax to Dionne Moore-Smith mooresmithd@michigan.gov or (517)335-8835 by **Friday, May 23, 2025**. (If sending via fax, please follow-up with an email to confirm receipt).



Genesee County

Staff Report

Genesee County Administration Building 1101 Beach St Flint, MI 48502

File #: RES-2025-1764 Agenda Date: 5/21/2025 Agenda #: 3.

To: Charles Winfrey, Human Services Committee Chairperson

From: Michelle Estell, RS, MSA, Administrative Health Officer

RE: Approval of a grant award from the Michigan Health Endowment Fund, in the amount of \$140,000.00, to provide for Genesee County's DAD Initiative; the budget for this grant is attached

BOARD ACTION REQUESTED:

Approval to accept grant funding for the Daddy as a Doula (DAD) Initiative from the Michigan Health Endowment Fund. We request that the funds be accepted and placed into funding Account- 2211-607.04-558.000 to be utilized for program services from June 1, 2025, through May 31, 2027.

BACKGROUND:

Michigan Health Endowment Fund provides resources to implement new health solutions that improve the health of Michigan residents. The Genesee County Health Department will utilize this funding to provide fathers and male partners with education and hands on techniques to support their partner during the labor and delivery process. Both father and doula support have been shown to improve birth outcomes and decrease the use of medical interventions.

DISCUSSION:

This request is to accept \$140,000.00 from the Michigan Health Endowment Fund. Acceptance of these funds will allow Genesee County Health Department to provide innovative birth support training to fathers and male partners.

IMPACT ON HUMAN RESOURCES:

There is no expected impact on Human Resources.

IMPACT ON BUDGET:

Funds from the Michigan Health Endowment Fund will create additional resources for Genesee County. A budget amendment is attached.

IMPACT ON FACILITIES:

There is no expected impact on facilities.

IMPACT ON TECHNOLOGY:

There is no expected impact on technology.

CONFORMITY TO COUNTY PRIORITIES:

Genesee County Michigan Health Department continues to support a Healthy, Livable, and Safe Community through the utilization of community resources. Doula adjacent training through funding provided by the Michigan Health Endowment will function to improve birth outcomes and decrease the use of medical interventions, therefore contributing to the decrease in infant and maternal mortality.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Health Officer to authorize accepting grant funds issued by, and entering into a grant agreement with, the Michigan Health Endowment Fund, in the amount of \$140,000.00 to be recorded in account 2211-607.04-558.000, to fund the Daddy as a Doula (DAD) Initiative for the period commencing June 1, 2025, through May 31, 2027, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the May 21, 2025 meeting of the Human Services Committee of this Board), the Chief Financial Officer is directed to record the attached budget amendment, and the Chairperson of this Board is authorized to execute any necessary grant agreement documents on behalf of Genesee County.



GRANT AGREEMENT

THIS GRANT AGREEMENT (the "Agreement") is effective as of May 7, 2025 by and between the Michigan Health Endowment Fund, a Michigan nonprofit corporation, whose address is 9829 Spencer Road, Suite 201, Brighton, MI 48114 (the "Grantor"), and Genesee County Health Department, a tax exempt organization or government entity, whose address is 630 S. Saginaw St, Suite 4, Flint, MI 48502 (the "Grantee").

IT IS HEREBY AGREED AS FOLLOWS:

- 1. Grant Letter. The terms and conditions described in the letter from Grantor to Grantee dated May 7, 2025 (the "Letter") are hereby incorporated into this Agreement and made a part hereof.
- 2. Grant; Payment of the Grant. Grantor hereby grants to Grantee the aggregate amount set forth in the Letter (the "Grant") to be used solely for the purposes of the project entitled Daddy as a Doula (DAD) Initiative, as described in the proposal, (the "Purposes"). Payment of the Grant shall be as set forth in the Letter.
- 3. Expenditure of Grant. The Grant, including any interest earned on grant funds, is made for the Purposes stated herein and may not be expended for any other purpose without the Grantor's prior written approval. Grantee shall return any portion of the Grant to the Grantor (i) which is not used for the Purposes of the Grant; or (ii) if Grantor has determined that the activities of Grantee in carrying out the Purposes will jeopardize the Grantor's or Grantee's tax-exempt status.
- 4. Tax-Exempt Status. Tax-Exempt Status. Grantee certifies that it is a tax-exempt organization as described in Section 501(c)(3) or 501(c)(4) of the Internal Revenue Code of 1986 (the "Code") and attests that: (i) its tax-exempt status has not changed since the issuance of the IRS determination letter, and to the best of its knowledge and belief, it has not changed its basic purposes or the manner of conducting its affairs in any way that may affect the continuation of its tax-exempt status; (ii) there is no issue presently pending before any office of the Internal Revenue Service that could result in any proposed changes to the Grantee's tax-exempt status under Section 501(c)(3) or 501(c)(4) of the Code; and (iii) it knows of no basis on which Grantee could be considered to be controlled directly or indirectly by Grantor. Grantee agrees to notify Grantor if such determination or status under the Code is revoked or modified during the course of the Grant, and upon request, to promptly return any unspent Grant funds to Grantor as of the date of notice of such change.

Alternatively, Grantee certifies that it is a governmental unit or political subdivision of the State of (Michigan) or other governmental entity and that the Purposes qualify as "public purposes" described in Section 170(c)(1) of the Code.

5. Grant Funds. Grant funds received from Grantor shall not be used: (i) to influence the outcome of any specific public election, or carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the Code); or (ii) for any purposes other than charitable, scientific, literary, educational, or other purposes described in Section 170(c)(2)(B) of the Code.



- 6. Indemnification. Grantee hereby agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Grantor, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the Grant, in expending or applying the Grant funds or in carrying out any project supported by the Grant, except to the extent that such claims, liabilities, losses, and expenses arise directly from or in connection with acts or omissions of Grantor, its officers, directors, employees, or agents.
- 7. Reporting Requirements. Grantee shall submit to Grantor written reports summarizing the Grant activity and use of Grant funds, including a detailed accounting of the uses or expenditure of the Grant on a schedule as described in the Letter. Grantee further agrees to provide any other information reasonably requested by Grantor, including after the grant end date.
- 8. Changes. Grantee will notify Grantor as soon as practicable about any changes in Grantee that significantly affect the ability of Grantee to fulfill the Purposes of this Grant.
- 9. Budget Variation. Grantee may, at its discretion, reallocate up to 10% of the total project amount without prior approval from the Health Fund, except to increase an organization's indirect costs. Any amount over 10% or to increase an organization's indirect costs requires prior written approval from the Program Officer.
- 10. Records and Access to Information. Grantee shall maintain records of all activities, including but not limited to, financial records, receipts, and expenditures, relating to the Grant. The Grantee's books and records shall be made available for Grantor's inspection during normal business hours at Grantee's principal place of business for the purpose of making such financial audits, verifications, or program evaluations as Grantor deems necessary concerning the Grant.
- 11. Right to Discontinue Funding. Grantor may terminate this Agreement or withhold payments, or both, if Grantee becomes unable to carry out the Purposes of the Grant or fails to meet the terms and conditions of this Agreement. If termination or withholding of payment is being considered by Grantor, Grantee will be notified of the non-compliance issues and, if feasible and at the discretion of the Grantor, will have a specified period of time to remediate the non-compliance issues cited by Grantor. Successful remediation will be determined in the sole discretion of Grantor.
- 12. Publicity. Grantee and Grantor shall each permit the other to include information regarding the Grant, including the names of Grantee and Grantor and the amount and purpose of the Grant, in each party's periodic public reports, newsletters, and news releases. Grantee agrees to acknowledge the support of Grantor in accordance with guidelines developed by Grantor, from time to time, whenever activities funded by the Grant are published in any news media or other publication, with the exception of multiple routine social media posts. Any proposed publicity which goes beyond the disclosures described herein or in the publicity guidelines shall require the prior approval of the other party which shall not be unreasonably withheld.
- 13. Governing Law. This Agreement shall be deemed to be made under and shall be construed in accordance with the laws of the State of Michigan without regard to conflicts of laws principles.
- 14. Assignment. Grantee may not assign its rights hereunder without the prior written consent of Grantor.



- 15. Complete Agreement; Amendment. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior written or oral agreements between the parties. This Agreement may be modified or amended only if the amendment is made in writing and signed by both parties. No-cost extensions may be unilaterally approved by the Program Officer.
- 16. Waiver. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- 17. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.
- 18. Notices. Any official notices required under the terms of this Agreement shall be hand delivered, sent by email, or sent by Certified Mail, postage prepaid, return receipt requested, to the appropriate individual and address listed below.

If to Grantor:

Attn: President Michigan Health Endowment Fund 9829 Spencer Road, Suite 201 Brighton, MI 48114

If to Grantee:

Genesee County Health Department 630 S. Saginaw St, Suite 4 Flint, MI 48502

[Signature Page Follows]



WHEREFORE, the parties have executed this Agreement as of the Effective Date.

GRANTOR:
Michigan Health Endowment Fund
D
By:
Its:
On behalf of Grantee, I understand and agree to the foregoing terms and conditions of the Grant Agreement, and hereby certify my authority to execute this agreement on Grantee's behalf.
GRANTEE:
Genesee County Health Department
By:
Its:



9829 Spencer Road, Suite 201 | Brighton, MI 48114 | 517-374-0031 | mihealthfund.org

May 7, 2025

Michelle Estell Genesee County Health Department 630 S. Saginaw St Suite 4 Flint, Michigan 48502

Re: Grant #R-2501-155609

Dear Michelle Estell:

We are pleased to inform you that on May 7, 2025, the Michigan Health Endowment Fund Board of Directors approved a grant of \$140,000.00 to Genesee County Health Department to support the program entitled Daddy as a Doula (DAD) Initiative. Please refer to the above grant number in any correspondence regarding this grant.

Your Program Officer for this award is Grace Brooks and can be reached at grace@mihealthfund.org.

The grant period for this award is as follows:

Begins 6/1/2025 **Ends** 5/31/2027

A copy of the Health Fund's Grant Agreement is saved in the attachments section of your proposal within the Health Fund's grants portal. Please make note of all provisions and procedures indicated in the Agreement, and send any questions you have about the Agreement to the Grants Management team at grants@mihealthfund.org.

Communications:

As part of the Agreement, we request that you acknowledge the Health Fund in all promotional materials, publications, and media outreach directly related to this program. We are available to review any press releases or other materials as needed, and will provide our logo and boilerplate text upon request. Please refer to the communications guidelines available in the attachments section of your proposal in the grants system for more detail and contact Dan Trudeau, the Health Fund's Senior Communications Officer, at dan@mihealthfund.org with questions.

Payment:

We anticipate that the grant will be paid according to the schedule below after the Agreement has been signed by all parties and any additional conditions have been met.

Amount/Date:

\$70,000.006/15/2025 \$70,000.007/15/2026

Reporting:

As part of our commitment to the success of all grants, we require grantees to provide periodic progress reports which allow us to monitor and evaluate progress. These reports may entail either a written narrative or 53 a call to discuss progress, challenges, and other ways the Health Fund can support you. You will also be responsible for a final narrative and financial report.

Note that we have identified the following reporting schedule for your grant:

Welcome ReportDue: 5/14/2025 Phone Check In Due: 12/1/2025 Interim Report Due: 6/1/2026 Phone Check In Due: 12/1/2026 Final Report Due: 6/30/2027

We are pleased to have the opportunity to provide this support and we send our best wishes for your continued success.

Sincerely yours,

Neel Hajra, Chief Executive Officer Michigan Health Endowment Fund DESCRIPTION: (DAD) Initiative Grant Acceptance

GL#	DESCRIPTION	Increase/(Decrease)
2211-607.04-558.000	STATE PARTICIPATION	70,000.00
2211-607.04-763.000	SUPPLIES	2,500.00
2211-607.04-801.000	PROFESSIONAL SERVICE CONTRACTS	49,576.93
2211-607.04-900.014	ADVERTISING	3,000.00
2211-607.04-913.001	TRAVEL REGULAR	600.00
2211-607.04-955.001	OTHER EXPENDITURES	1,500.00
2211-607.04-957.006	INTRAFUND EXPENSE	12,823.07

DESCRIPTION: (DAD) Initiative Grant Acceptance

GL#	DESCRIPTION	Increase/(Decrease)
2211-607.04-558.000	STATE PARTICIPATION	70,000.00
2211-607.04-763.000	SUPPLIES	2,500.00
2211-607.04-801.000	PROFESSIONAL SERVICE CONTRACTS	49,576.93
2211-607.04-900.014	ADVERTISING	3,000.00
2211-607.04-913.001	TRAVEL REGULAR	600.00
2211-607.04-955.001	OTHER EXPENDITURES	1,500.00
2211-607.04-957.006	INTRAFUND EXPENSE	12,823.07



Genesee County

Genesee County Administration Building 1101 Beach St Flint, MI 48502

Staff Report

File #: RES-2025-1765 Agenda Date: 5/21/2025 Agenda #: 4.

To: Charles Winfrey, Human Services Committee Chairperson

From: Michelle Estell, RS, MSA, Administrative Health Officer

RE: Approval to accept grant funding for the Healthy Start Initiative

BOARD ACTION REQUESTED:

Approval to accept grant funding for the Healthy Start Initiative. Federal funder, The Health Resources and Services Administration (HRSA), has refunded the Genesee County Healthy Start Initiative for an additional five years, funding cycles 2024 - 2029. We request that the funds be placed into a funding Account- 2211-607.01-504.000 to be utilized for program services from April 1, 2025, through September 30, 2025.

BACKGROUND:

Healthy Start is an infant mortality reduction program that uses a multidisciplinary approach to provide home visiting services to families in the Genesee County community. This project provides services to over 800 women and infants each year. In addition to home visiting, this program also provides case management, care coordination, and community resource linkages to decrease maternal and infant mortality.

DISCUSSION:

This request is to accept \$491,816.00 from federal funder HRSA for continuation of the Healthy Start Initiative. Acceptance of these funds will allow Genesee County Health Department to continue to provide essential services to Healthy Start participants.

IMPACT ON HUMAN RESOURCES:

There is no expected impact on Human Resources.

IMPACT ON BUDGET:

Funds from the federal funder HRSA will provide the overall program budget to allow for the continuation of Healthy Start services. A budget amendment was submitted under resolution 2025-1750.

IMPACT ON FACILITIES:

There is no expected impact on facilities.

IMPACT ON TECHNOLOGY:

File #: RES-2025-1765 Agenda Date: 5/21/2025 Agenda #: 4.

There is no expected impact on technology.

CONFORMITY TO COUNTY PRIORITIES:

Genesee County Healthy Start continues to support a Healthy, Livable, and Safe Community through the utilization of community resources. Home visiting services provided through the Healthy Start Initiative are shown to decrease maternal and infant mortality, therefore contributing to full term pregnancies and healthy infants.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Health Officer to authorize accepting grant funds issued by the federal Department of Health and Human Services, Health Resources and Services Administration (HRSA), in the amount of \$491,816.00 to be paid into account 2211-607.01-504.000, to fund the Genesee County Healthy Start initiative for the period commencing April 1, 2025, through March 31, 2026, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the May 21, 2025 meeting of the Human Services Committee of this Board).



Notice of Award FAIN# H4900148

Federal Award Date: 03/27/2025

Recipient Information

- 1. Recipient Name
 GENESEE COUNTY HEALTH DEPARTMENT
 630 S Saginaw St
 Flint, MI 48502-1525
- 2. Congressional District of Recipient 08
- 3. Payment System Identifier (ID) 1386004849A5
- 4. Employer Identification Number (EIN) 386004849
- 5. Data Universal Numbering System (DUNS) 619259146
- 6. Recipient's Unique Entity Identifier E2J4KM8YBZJ9
- 7. Project Director or Principal Investigator
 Tamara Brickey
 Public Health Division Director
 tbrickey@geneseecountymi.gov
 (810)341-7661
- 8. Authorized Official Porsha Black pblack@gchd.us (810)341-5425

Federal Agency Information

9. Awarding Agency Contact Information
Carla Lloyd
Grants Management Specialist
Office of Federal Assistance Management (OFAM)
Division of Grants Management Office (DGMO)
CLLOYD@HRSA.GOV
(301) 443-0164

10. Program Official Contact Information
Mary L Emanuele
Senior Public Health Analyst
Maternal and Child Health Bureau (MCHB)
memanuele@hrsa.gov
(301) 443-1292

Federal Award Information

- **11. Award Number** 5 H49MC00148-25-00
- 12. Unique Federal Award Identification Number (FAIN) H4900148
- 13. Statutory Authority 42 U.S.C. § 254c-8
- **14. Federal Award Project Title**Healthy Start Initiative
- 15. Assistance Listing Number 93.926
- **16. Assistance Listing Program Title** Healthy Start Initiative
- **17. Award Action Type**Noncompeting Continuation
- 18. Is the Award R&D?

Summary Federal Award Financial Infor	mation
19. Budget Period Start Date 04/01/2025 - End Date 03/31/2026	
20. Total Amount of Federal Funds Obligated by this Action	\$491,816.00
20a. Direct Cost Amount	
20b. Indirect Cost Amount	\$0.00
21. Authorized Carryover	\$0.00
22. Offset	\$0.00
23. Total Amount of Federal Funds Obligated this budget period	\$491,816.00
24. Total Approved Cost Sharing or Matching, where applicable	\$0.00
25. Total Federal and Non-Federal Approved this Budget Period	\$491,816.00
26. Project Period Start Date 05/01/2024 - End Date 03/31/2029	
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	\$2,018,588.00

- 28. Authorized Treatment of Program Income Addition
- 29. Grants Management Officer Signature LaShawna Smith on 03/27/2025

30. Remarks

This award is under expanded authority.



Maternal and Child Health Bureau (MCHB)

Notice of Award

Date Issued: 3/27/2025 2:23:50 PM Award Number: 5 H49MC00148-25-00

Award Number: 5 H49MC00148-25-00

Federal Award Date: 03/27/2025

(Subject to the availabil	ity of funds and satisfactory progress of	project)
YEAR	TOTAL COSTS	
26	\$1,088,090.00	
27	\$1,088,090.00	
28	\$1,088,090.00	
34. APPROVED DIRECT	ASSISTANCE BUDGET: (In lieu of cash)	
a. Amount of Direct Assistance \$0.0		
b. Less Unawarded Balance of Current Year's Funds		\$0.00
c. Less Cumulative Prior Award(s) This Budget Period		\$0.00
d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION \$0		\$0.00
35. FORMER GRANT N	UMBER	
36. OBJECT CLASS 41.51		
37. BHCMIS#		

	APPROVED BUDGET: (Excludes Direct Assistance) X] Grant Funds Only		33. RECOMMENDED FUTURE :	
_	Total project costs including grant funds and all other fit	nancial participation	YEAR	
		\$0.00	26	
a. b.	Salaries and Wages: Fringe Benefits:	\$0.00	27	
о. С.	Total Personnel Costs:	\$0.00	28	
d.	Consultant Costs:	\$0.00	34. APPROVED DIRECT ASSIST	TANCE BUILD
e.	Equipment:	\$0.00		
f.	Supplies:	\$0.00	a. Amount of Direct Assistance	
g.	Travel:	\$0.00	b. Less Unawarded Balance of	
ь. h.	Construction/Alteration and Renovation:	\$0.00	c. Less Cumulative Prior Awar d. AMOUNT OF DIRECT ASSIS	
i.	Other:	\$491,816.00		
j.	Consortium/Contractual Costs:	\$0.00	35. FORMER GRANT NUMBER	<u> </u>
k.	Trainee Related Expenses:	\$0.00	36. OBJECT CLASS 41.51	
I.	Trainee Stipends:	\$0.00	37. BHCMIS#	
m.		\$0.00		
n.	Trainee Travel:	\$0.00		
0.	TOTAL DIRECT COSTS:	\$491,816.00		
p.	INDIRECT COSTS (Rate: % of S&W/TADC):	\$0.00		
	i. Indirect Cost Federal Share:	\$0.00		
	ii. Indirect Cost Non-Federal Share:	\$0.00		
q.	TOTAL APPROVED BUDGET:	\$491,816.00		
	i. Less Non-Federal Share:	\$0.00		
	ii. Federal Share:	\$491,816.00		
32.	AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:			
a.	Authorized Financial Assistance This Period	\$491,816.00		
b.	Less Unobligated Balance from Prior Budget Periods			
	i. Additional Authority	\$0.00		
	ii. Offset	\$0.00		
c.	Unawarded Balance of Current Year's Funds	\$0.00		
d.	Less Cumulative Prior Award(s) This Budget Period	\$0.00		
e.	AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$491,816.00		

38. THIS AWARD IS BASED ON THE APPLICATION APPROVED BY HRSA FOR THE PROJECT NAMED IN ITEM 14. FEDERAL AWARD PROJECT TITLE AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE AS:

a. The program authorizing statue and program regulation cited in this Notice of Award; b. Conditions on activities and expenditures of funds in certain other applicable statutory requirements, such as those included in appropriations restrictions applicable to HRSA funds; c. 45 CFR Part 75; d. National Policy Requirements and all other requirements described in the HHS Grants Policy Statement; e. Federal Award Performance Goals; and f. The Terms and Conditions cited in this Notice of Award. In the event there are conflicting or otherwise inconsistent policies applicable to the award, the above order of precedence shall prevail. Recipients indicate acceptance of the award, and terms and conditions by obtaining funds from the payment system.

39. ACCOUNTING CLASSIFICATION CODES

FY-CAN	CFDA	DOCUMENT NUMBER	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE
25 - 3898020	93.926	24H49MC00148	\$491,816.00	\$0.00	N/A	24H49MC00148

Date Issued: 3/27/2025 2:23:50 PM Award Number: 5 H49MC00148-25-00

HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e.,created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit

https://grants3.hrsa.gov/2010/WebEPSExternal/Interface/common/accesscontrol/login.aspx to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

Terms and Conditions

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Grant Specific Term(s)

- 1. Healthy Start funds may not be used for entertainment costs. Trips and/or activities for Healthy Start clients must relate to both the goal of reducing infant mortality and the approved project objectives
- 2. Fund raising costs are unallowable. Healthy Start funds, e.g., staff salary, contract personnel, consultants or costs for items to be sold or raffled, may not be used for fund raising activities.
- 3. The replacement of, or significant change in the responsibilities of senior project staff, including the project director, project manager, and chief financial officer, must have prior approval from the Grants Management Officer. The grantee must obtain prior approval from the awarding office for changes in scope, direction, type of service delivery or training, and rebudgeting of Healthy Start funds.
- 4. This Notice of Award is issued based on HRSA's approval of the Non-Competing Continuation (NCC) Progress Report. All post-award requests, such as significant budget revisions or a change in scope, must be submitted as a Prior Approval action via the Electronic Handbooks (EHBs) and approved by HRSA prior to implementation. Grantees under "Expanded Authority," as noted in the Remarks section of the Notice of Award, have different prior approval requirements. See "Prior-Approval Requirements" in the DHHS Grants Policy Statement: https://www.hhs.gov/sites/default/files/hhs-grants-policy-statement-october-2024.pdf
- 5. Funding beyond this budget period is contingent upon the availability of appropriated funds for this program, recipient satisfactory performance, program authority, compliance with the Terms and Conditions of the award, and a decision that continued funding is in the best interest of the Federal government.
 - This award action is based on HRSA's approval of the recipient's application and any modifications at the time of this award. Continued support for this award may be subject to other programmatic considerations to the extent permitted by law, including, but not limited to, Administration priorities and court orders.
 - Should additional federal funds not be available and/or shifting priorities affect the programmatic objectives of this award, the recipient will work with HRSA to revise any workplan tasks and budget in accordance with 45 CFR 75.308 (Revision of budget and program plans).
- 6. All post-award requests, such as significant budget revisions or a change in scope, must be submitted as a Prior Approval action via the Electronic Handbooks (EHBs) and approved by HRSA prior to implementation. Grantees under "Expanded Authority," as noted in the Remarks section of the Notice of Award, have different prior approval requirements. See "Prior-Approval Requirements" in the DHHS Grants Policy Statement: https://www.hhs.gov/sites/default/files/hhs-grants-policy-statement-october-2024.pdf.
- 7. The funds for this award are in a sub-account in the Payment Management System (PMS). This type of account allows recipients to specifically identify the individual grant for which they are drawing funds and will assist HRSA in monitoring the award. Access to the PMS account number is provided to individuals at the organization who have permissions established within PMS. The PMS sub-account code can be found on the HRSA specific section of the NoA (Accounting Classification Codes). Both the PMS account number and sub-account code are needed when requesting grant funds. Please note that for new and competing continuation awards issued after 10/1/2020, the sub-account code will be the document number.

You may use your existing PMS username and password to check your organizations' account access. If you do not have access, complete a PMS Access Form (PMS/FFR Form) found at: https://pmsapp.psc.gov/pms/app/userrequest. If you have any questions about accessing PMS, contact the PMS Liaison Accountant as identified at:

http://pms.psc.gov/find-pms-liaison-accountant.html

8. 45 CFR Part 75 applies to all federal funds associated with the award. Part 75 has been effective since December 26, 2014. All references to prior OMB Circulars for the administrative and audit requirements and the cost principles that govern Federal monies associated with this award are superseded by the Uniform Guidance 2 CFR Part 200 as codified by HHS at 45 CFR Part 75.

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Program Specific Term(s)

- 1. This award is governed by the post-award requirements cited in Subpart D-Post Federal Award Requirements, standards for program and fiscal management of 45 CFR Part 75 except when the Notice of Award indicates in the "Remarks" section that the grant is included under "Expanded Authority". These recipients may take the following actions without prior approval of the Grant Management Office:
 - Section 75.308 c(2)(d)(1) Incur pre-award costs up to 90 calendar days before the award. See also 75.458.
 - Section 75.308 c(2)(d)(2) Initiate a one-time extension of the period of performance by up to 12 months unless one or more of the conditions outlined in paragraphs (d)(2)(i) through (iii) of this section apply. For one-time extensions, the recipient must notify the HHS awarding agency in writing with the supporting reasons and revised period of performance at least 10 calendar days before the end of the period of performance specified in the Federal award. This notification must be submitted through the Electronic Handbooks (EHB). This one-time extension may not be exercised merely for the purpose of using unobligated balances.
 - Section 75.308 c(2)(d)(3) Carry forward unobligated balances to subsequent periods of performance.
 - Except for funds restricted on a Notice of Award, grantee organizations are authorized to carry over unobligated grant funds up to the lesser of 25% or \$250,000 of the amount awarded for that budget period remaining at the end of that budget period. If the unobligated balance is in excess of 25% of the total amount awarded, or \$250,000, whichever is less, and the grantee wishes to carry the funds forward, the grantee must obtain prior approval from the Grants Management Office.
 - The grantee must notify the Grants Management Office when it has elected to carry over unobligated balances under Expanded Authority and the amount to be carried over. The notification must be provided under item 12, "Remarks", on the initial submission of the Federal Financial Report (FFR).
 - For all other Post Award request refer Standard Term 5 below.
- 2. Each project is expected to establish a plan to recover, to the maximum extent feasible, third party revenues to which it is entitled for services provided; garner all other available Federal, state, local, and private funds; and charge beneficiaries according to their ability to pay for services without creating a barrier to those services. Where third-party payors, including Government agencies, are authorized or are under legal obligation to pay all or a portion of charges for health care services, "all such sources must be billed for covered services, and every effort must be made to obtain payment. Each service provider receiving Federal funds, either directly or indirectly, must have a procedure to identify all persons served who are eligible for third-party reimbursement."
- 3. All MCHB discretionary grant projects are expected to incorporate a carefully designed and well-planned evaluation protocol capable of demonstrating and documenting measurable progress toward achieving the stated goals. The measurement of progress toward goals should focus on systems, health and performance indicators, rather than solely on the intermediate process measures.
- 4. In accordance with the requirements of the "Government Performance and Results Act (GPRA) of 1993" (Public Law 103-62), MCHB has established measurable goals for Federal programs that can be reported as part of the budgetary process, thus linking funding decisions with performance. Performance measures and data elements for all MCHB-funded grant programs including Healthy Start have been finalized. As previously communicated all Healthy Start projects are expected to participate in the MCHB reporting requirements system.
- 5. Grantees must use the Healthy Start Data Collection Tools (i.e., the Demographic, Background, Prenatal, and Parent/Child forms) to collect standardized client-level data elements and must report the collected data on a quarterly basis to the Division Healthy Start and Perinatal Services (DHSPS) by uploading it to the Healthy Start Monitoring and Evaluation Data System (HSMED). Grantees must screen all Group-Based Health Education and Case Management/Care Coordination participants using the data collection tools and screening procedure/implementation guidance/form administration process provided by DHSPS.
- 6. Grantees must respond to requests for information from DHSPS and the Technical Assistance and Support Center (TASC). Grantees are required to participate in the National Healthy Start Evaluation activities, which may include, but is not limited to, grantee convenings, data collection, staff interviews, and program case studies.
- 7. HRSA reserves the right to reduce base awards for grantees that consistently maintain unobligated balance greater than \$100,000.
- 8. A grantee can propose to include an evidence-based home visiting model as part of their Healthy Start (HS) program if each component of the program addresses all Health Start (HS) program requirements, and the evidence-based model allows for the HS program to collect the data included in the HS screening tools. That is, the requirements of any curriculum or model chosen do not supersede the requirements of HS.
- 9. HRSA reserves the right to reduce funding if, after receiving technical assistance, grantee cannot fulfil the requirements of the grant. i.e. progress on benchmarks, number of participants served.
- 10. Grantees are to budget for up to 3 persons to attend all mandatory regional meetings and the Healthy Start convention.
- 11. A change in service area must be approved by HRSA and require a prior approval submission in HRSA's Electronic Handbook (EHB).

Standard Term(s)

1. Your organization must have policies, procedures, and financial controls to follow all the General Terms and Conditions, HRSA awards are

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based on the application submitted and approved by HRSA. All awards are subject to the General Terms and Conditions, in addition to those included in the Notice of Award or referenced in documents and attachments.

Reporting Requirement(s)

1. Due Date: Within 90 Days of Award Issue Date

The grantee must submit a Performance Report within 90 days after receipt of the NoA. This report should include completing the financial forms, project abstract, grant summary and performance measures. The performance report must be submitted using the Electronic Handbook (EHB).

2. Due Date: Annually (Budget Period) Beginning: Budget Start Date Ending: Budget End Date, due 90 days after end of reporting period.

The recipient must submit, within 90 days after budget period end date, an annual Federal Financial Report (FFR). The report should reflect cumulative reporting within the project period of the document number. **All FFRs must be submitted through the Payment Management System (PMS).** Technical questions regarding the FFR, including system access should be directed to the PMS Help Desk by submitting a ticket through the self-service web portal (**PMS Self-Service Web Portal**), or calling 877-614-5533.

Failure to comply with these reporting requirements will result in deferral or additional restrictions of future funding decisions.

Contacts

NoA Email Address(es):

Name	Role	Email	
Porsha Black	Authorizing Official, Point of Contact	pblack@gchd.us, pblack@geneseecountymi.gov	
Tamara Brickey	Program Director	tbrickey@geneseecountymi.gov	

Note: NoA emailed to these address(es)

All submissions in response to conditions and reporting requirements (with the exception of the FFR) must be submitted via EHBs. Submissions for Federal Financial Reports (FFR) must be completed in the Payment Management System (https://pms.psc.gov/).