



GENESEE COUNTY
— M I C H I G A N —

Genesee County
Human Services Committee
Agenda

Wednesday, May 7, 2025

5:30 PM

Harris Auditorium, 1101 Beach St.

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF MINUTES

[RES-2025-1723](#) Approval of Meeting Minutes - April 16, 2025

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
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
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

VIII. OTHER BUSINESS

IX. ADJOURNMENT



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2025-1723

Agenda Date: 5/7/2025

Agenda #:

Approval of Meeting Minutes - April 16, 2025



**Genesee County
Human Services Committee
Meeting Minutes**

Wednesday, April 16, 2025

5:30 PM

Harris Auditorium, 1101 Beach St.

I. CALL TO ORDER

Commissioner Winfrey called the meeting to order at 8:39 PM.

II. ROLL CALL

Present: Charles Winfrey, James Avery, Gary L. Goetzinger, Martin L. Cousineau and Delrico J. Loyd

III. APPROVAL OF MINUTES

[RES-2025-1542](#) Approval of Meeting Minutes - March 19, 2025

RESULT: APPROVED

MOVER: Delrico J. Loyd

SECONDER: James Avery

Aye: Chairperson Winfrey, Vice Chair Avery,
Commissioner Goetzinger, Commissioner Cousineau
and Commissioner Loyd

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

VI. OLD BUSINESS

VII. NEW BUSINESS

1. **[RES-2025-1292](#)** Approval of a grant award from the Michigan Department of Education, in the amount of \$26,760.00, to provide for the purchase of kitchen equipment at Genesee County's Community Action Resource Department

RESULT: REFERRED

MOVER: James Avery

SECONDER: Martin L. Cousineau

- Aye:** Chairperson Winfrey, Vice Chair Avery,
Commissioner Goetzinger, Commissioner Cousineau
and Commissioner Loyd
2. [RES-2025-1331](#) Approval of a request by Genesee County's Health Department for Local Health Department participation in collaboration of Care Coordination with six (6) State of Michigan contracted Medicaid Health Plans
- RESULT:** REFERRED
MOVER: Martin L. Cousineau
SECONDER: James Avery
- Aye:** Chairperson Winfrey, Vice Chair Avery,
Commissioner Goetzinger, Commissioner Cousineau
and Commissioner Loyd
3. [RES-2025-1378](#) Approval of a grant award from The National Association of County and City Health Officials, in the amount of \$40,000.00, to provide for the Strengthening Immunization Program Communications and Outreach Capacity Project; the budget for this grant is attached
- RESULT:** REFERRED
MOVER: James Avery
SECONDER: Delrico J. Loyd
- Aye:** Chairperson Winfrey, Vice Chair Avery,
Commissioner Goetzinger, Commissioner Cousineau
and Commissioner Loyd
4. [RES-2025-1396](#) Approval of a request to submit a Non-Federal Share Waiver to the Head Start Regional Office for 2024-2025
- RESULT:** REFERRED
MOVER: Martin L. Cousineau
SECONDER: James Avery
- Aye:** Chairperson Winfrey, Vice Chair Avery,
Commissioner Goetzinger, Commissioner Cousineau
and Commissioner Loyd

VIII. OTHER BUSINESS

IX. ADJOURNMENT

The meeting was adjourned at 8:43 PM.



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: 25-218

Agenda Date: 5/7/2025

Agenda #:

State Veteran Homes - Derrick Britton, Director of Veterans Services

BACKGROUND PAPER
ON
STATE VETERAN HOMES

1. State Veterans Homes are Federal-State partnerships
 - a. Regulated by federal and state law
 - b. Must be owned and operated by the state
 - c. Program oversight is provided by US Department of Veterans Affairs (USDVA).
2. State Veterans Homes: One of the largest systems of long-term care providers in the U.S.
 - a. Over 150 state veteran homes located in all 50 states and Puerto Rico
 - b. Over 30,000 beds for veterans
 - c. Since 1998, VA has increased its support of and reliance on state veteran homes
3. State veteran homes are eligible to receive “per diem” reimbursement that – unlike many other long-term care options – the VA pays towards the care of *all* veterans indefinitely.
4. The Michigan Veteran Homes (MVH), housed within the Michigan Department of Military and Veterans Affairs (MVAA), provides quality long-term care for veterans and their eligible family members through a federal-state partnership with the United States Department of Veterans Affairs (USDVA).
5. MVH is governed by the Michigan Veterans’ Facility Authority (MVFA, Public Act 560 of 2016). That new authority has the authority to operate and develop new veterans facilities, solicit funding to pay for those efforts and issue up to \$150 million in bonds to help fund its efforts.
6. Current Michigan Veterans Homes
 - a. Michigan Veteran Homes: Grand Rapids
 - b. Michigan Veteran Homes: D.J. Jacobetti - Marquette
 - c. Michigan Veteran Homes: Chesterfield Township
7. Breakdown of Funding: Current Sources of Revenue
 - a. VA Per Diem (federal funding)
 - b. General Fund (state funding)
 - c. Income and Assessment (private pay funding)
 - d. Medicare/Medicaid (federal)
8. MVH Strategic Plan: Expand Geographic Distribution of MVH Beds
 - a. Construction of five additional 120-bed veterans home facilities in the following regions:
 - (1) Flint/Saginaw/Bay City
 - (2) Jackson/Battle Creek
 - (3) Marquette (replace existing)
 - (4) Norther Lower Peninsula
 - (5) Southeastern Michigan



Veteran Homes Overview

Genesee County
Department of Veterans Services (DVS)
Derrick Britton, Director





Briefing Summary

- › Background on State Veteran Home Program
 - Defined, Service Capacity, Funding
- › Michigan Veteran Homes
 - Structure, Locations, Descriptions, Capacity
- › Michigan Veteran Homes-Strategic Plan
 - Expansion





State Veterans Homes (SVH) Program - Definition

- › **State Veterans Homes are Federal-State partnerships**
 - Regulated by federal and state laws
 - **Must be owned & operated by the state**
 - › Owned = State must own the building and the land
 - › Operated = Must be at least one state employee providing oversight in each facility
 - **Program oversight is provided by US Department of Veteran Affairs**
 - › Annual quality of care surveys performed by USDVA Medical Center inspectors for licensure
 - **Benefits to Veterans**
 - Tailored environment for unique population
 - Financial benefits: no-cost or lower cost care option





State Veterans Homes Program – Service Capacity

- › **State Veterans Homes represent one of the largest systems of long-term care providers in the U.S.**
 - Over 150 state veterans homes located in all 50 states and the Commonwealth of Puerto Rico
 - Over 30,000 beds for veterans and dependents in need of skilled nursing care, domiciliary care, and adult day health care.





USDVA Funding for Services Provided in SVHs

- State Veterans Homes are eligible to receive “per diem” reimbursement that – unlike many other long-term care options – the VA pays towards the care of ***all*** veterans ***indefinitely***.
- The amount paid towards cost of care is determined by a veteran’s priority rating:

Full Daily Per Diem	Basic Daily Per Diem
<ul style="list-style-type: none">-Veteran who has a combined service-connected disability rating of 70% or more-Veteran who has a service-connected disability that the VA has specifically adjudicated to require nursing home care	All other honorably discharged veterans
Grand Rapids: \$438.57/day Marquette: \$418.28/day Chesterfield Township:/\$443.80/day	\$117.93/day



Michigan Veteran Homes – Breakdown of Funding

Primary Sources of Revenue

- **VA Per Diem (federal funding):** VA payments provided to State Veterans Homes to help cover the cost of care for veterans living in the Homes.
- **Income & Assessment (private pay funding):** Collections from veterans or family to help cover the cost of care for residents living in the Homes.
- **General Fund (state funding):** Annual appropriation from Michigan's General Fund to help cover the cost of operating the Homes.
- **CMS – Medicaid/Medicare (federal funding):** Federal payments provided towards the care of eligible skilled nursing residents.
 - Existing state GF funding serves as the “state match” for these payments.
 - Without CMS certification, the Homes receive federal Medicare & Medicaid revenue that constitutes ~1-2% of total annual revenue.



Michigan Veteran Homes – Governance and Structure

-Governance: Michigan Veterans' Facility Authority (MVFA)

- Ten-member board that oversees MVH

-MVH is an agency that falls under the Michigan Department of Military and Veterans Affairs

-Management: Centralized leadership team overseeing and coordinating operation of homes

- Focus on hiring centralized support with private-sector experience in LTC
- Centralized positions focused on clinical compliance, quality of care, quality of life, and reimbursement/business processes
- Local administrators at each home, with experience in skilled nursing service



Michigan Veterans Facility Authority (Act 560 of 2016)

Board Members



Chair David Henry

Serving a four-year term, expiring
April 15, 2025



Vice-Chair Brad Slagle

Serving a four-year term, expiring
on April 15, 2028



Secretary MaryAnne
Shannon

Serving a four-year term, expiring
on April 15, 2026



Treasurer Kenneth
Robbins

Serving a four-year term, expiring
April 15, 2025



David Rutledge

Serving a four-year term, expiring
on April 15, 2027



Barry Walter

Serving a four-year term, expiring
on April 15, 2026



Leon Bauer

Serving a term, expiring on April
15, 2025



Brian L. Love

Serving on behalf of U.S. Maj.
Gen. Paul D. Rogers



Shawn Turner

Serving a four-year term, expiring
April 15, 2025

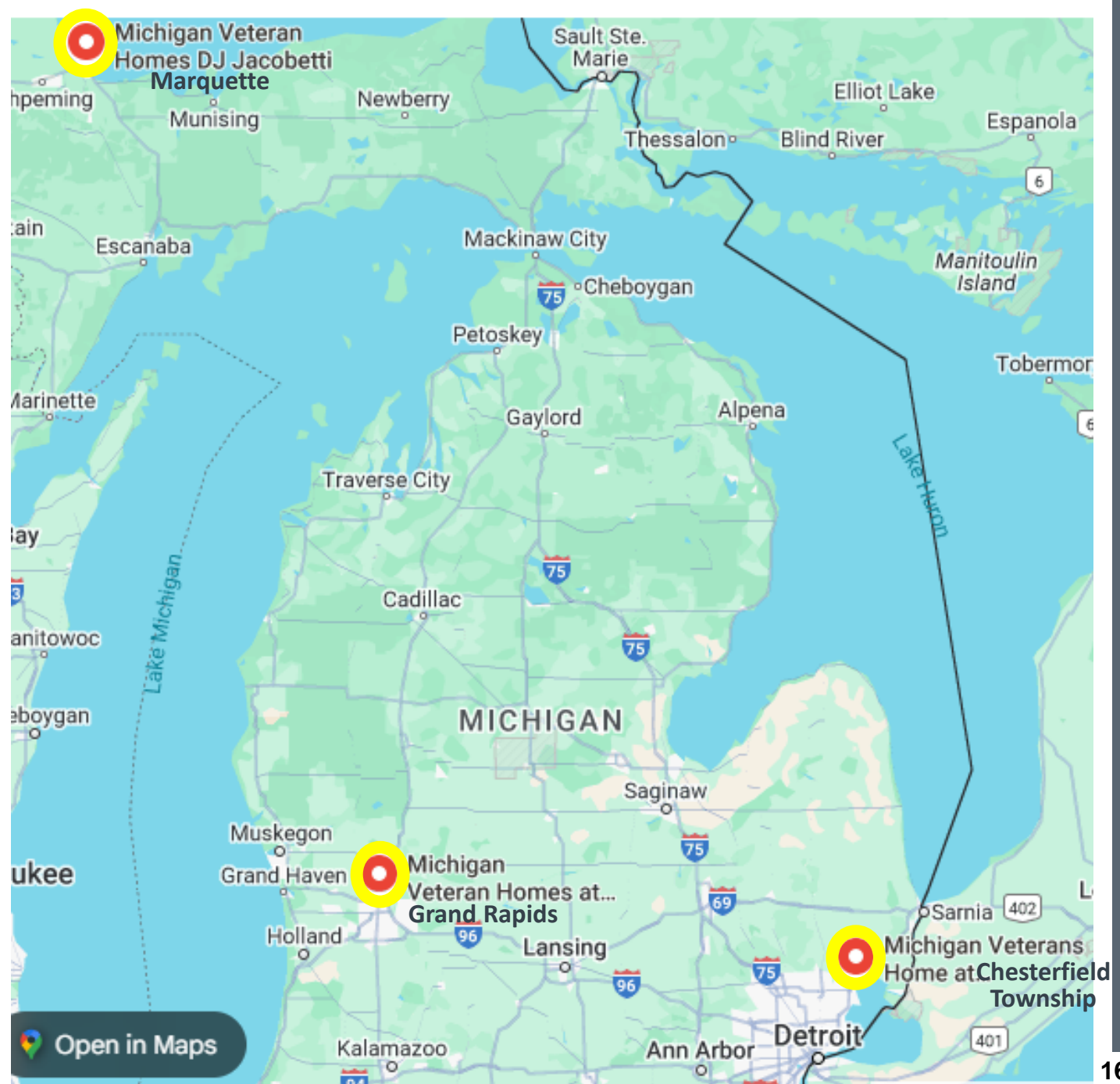


Nancy Susick

Serving a four-year term, expiring
April 15, 2027



Michigan Veteran Homes – Locations





Michigan's State Veteran Homes: Locations

Michigan Veteran Homes at Grand Rapids

First Opened In	1886, current upgraded building in 2021
Facilities and Land	<ul style="list-style-type: none">-90 acres of land-4 home-like neighborhood buildings-33,000 square foot community center-5,000 grave cemetery on 11.5 acres100% connected
Census	<ul style="list-style-type: none">128 members: Private bedroom and bathroom-All beds are both VA-recognized and CMS certified





Michigan's State Veteran Homes: Locations

Michigan Veteran Homes D.J. Jacobetti at Marquette

First Opened In	<ul style="list-style-type: none">-Current building construction as hospital in 1954-Purchased by SoM and opened as SVH in 1981-New facility in the works
Facilities and Land	<ul style="list-style-type: none">-One 4-story building, located on one city block
Census	<ul style="list-style-type: none">-VA certified for 182 skilled nursing, 22 domiciliary-CMS certified beds: 26 Memory Care Unity, 55 Skilled Nursing

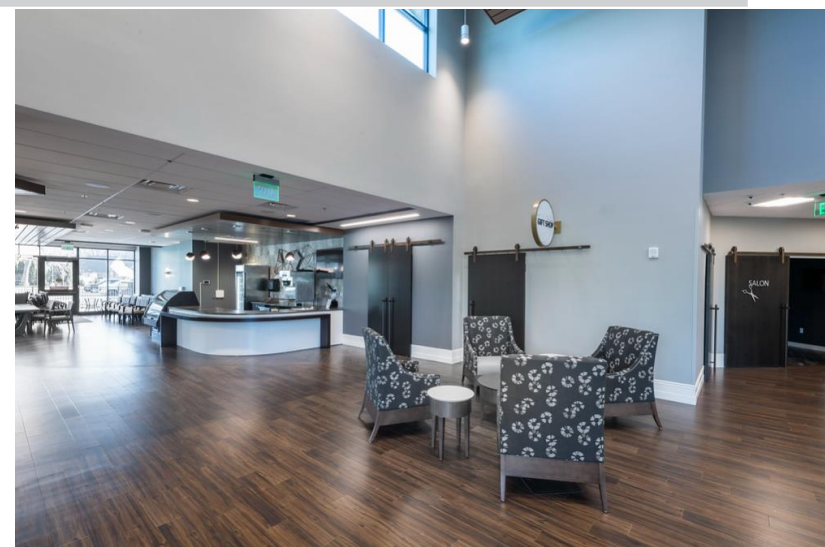




Michigan's State Veteran Homes: Locations

Michigan Veteran Homes at Chesterfield Township

First Opened In	2021
Facilities and Land	<ul style="list-style-type: none">-Located on 30-acre site that previously served as base housing for Selfridge Air Force Base-Five connected buildings, which include main community center and four-member neighborhood buildings
Census	<ul style="list-style-type: none">-128 skilled nursing beds, in private rooms-All beds are both VA-recognized and CMS-certified





Michigan's State Veteran Homes: Modernization

- Small Home Model:** Home-like design, single story construction
- Community Center:** Includes bistro, barbershop, therapy gym, community event space
- Member Households:** 16-member households with living room, den, dining room
Food prepared in the household and tailored, to improve member dining experience
- Resident Households:** Private rooms with en suite bathroom for all members
Medical-grad residential fixtures and furnishings



Michigan Veterans Facility Authority

A Look Ahead

- Veterans in Michigan:** Approximately 600,000
- Genesee County Veterans:** Approximately 24,000
- Estimated **250,000** Michigan Veterans likely to need long-term care in the next 7 years
- Future Plans:** Expand the number of homes that directly serve veterans



Michigan Veterans Facility Authority

2022 Strategic Plan

-Increase Access to Care

- Expand geographic footprint to ensure that 95% of Michigan's residents have access to high quality veteran-focused long-term care services within 75 miles of their home.

-Transparent Site Identification Criteria

- Density of veteran population
- Likelihood of area veterans choosing to live in a state veterans' home
- Availability of labor for key care roles
- Economic vibrancy of community
- Availability of local care facilities and providers that could ensure an extended continuum of care
- Availability of community amenities
- Availability of multimodal transportation options



Michigan Veterans Facility Authority

2022 Strategic Plan

-Once MVH narrows down communities, it partners with State's real estate division as well as local government and real estate professionals to identify potential sites.

- Size of site, availability of adjacent vacant parcel for future expansion
- Cost to acquire site, environmental remediation
- Access to necessary utilities, complexity of restrictions
- Neighborhood/residential character
- Proximity to town center and associate amenities
- Good vehicular access
- Significant frontage
- Safety and security



Michigan Veterans Facility Authority

2022 Strategic Plan

-Open fourth MVH in one of the Priority I regions identified (Wayne County or Flint/Saginaw). (30 April 2027)

- Secure property (possible dual-use campus with MIARNG) (NLT 30 June 2023)
- Secure match funding. (NLT 01 August 2023)

-Open fifth MVH in one of the Priority I regions identified (Wayne County or Flint/Saginaw). (30 April 2029)

-Utilize philanthropic support to leverage pathways that maximize community and other non-governmental funding support for the expansion of the MVH geographic footprint.

- Execute a minimum of one capital campaign for construction of new facilities in a Priority 1 Region (Detroit Metro, Flint/Saginaw) with goals informed by a capital campaign and fundraising feasibility study. (01 February 2024)





A Look Ahead

- Once MVH narrows down communities, it partners with State's real estate division as well as local government and real estate professionals to identify potential sites.
- What can Genesee County do to become a “potential site” for a new Michigan Veteran Home?



Veteran Homes Overview

Genesee County
Department of Veterans Services (DVS)
Derrick Britton, Director





Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2025-1339

Agenda Date: 5/7/2025

Agenda #: 1.

To: Charles Winfrey, Human Services Committee Chairperson

From: Michelle Estell, RS, MSA, Health Officer

RE: 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

BOARD ACTION REQUESTED:

Approval of Agreement between the Genesee County Health Department (GCHD) and Greater Flint Health Coalition, (GFHC) for Medicaid Outreach in the amount not to exceed of \$500,000.00 for period October 1, 2024, through September 30, 2025, from Funding Account- 2210-613.00-801.001, Funding Source Michigan Department of Health Human Services.

BACKGROUND:

Medicaid Services. GFHC is working with Genesee County and GCHD as a subrecipient to provide outreach to Medicaid-eligible and potentially Medicaid-eligible children and families. The Subrecipient agrees to target its Medicaid Outreach effort toward MDHHS established priorities. Outreach services will be conducted on-site at Greater Flint Health Coalition, at community outreach events, and by Community Health Workers stationed at select community locations on a rotating basis. Allowable costs for providing Medicaid Outreach activities include staff time, supplies and materials, travel, communication, and indirect costs.

DISCUSSION:

Eligible Medicaid Outreach Services are approved by the Centers for Medicare and Medicaid Services. GFHC is working with Genesee County and GCHD as a subrecipient to provide outreach to Medicaid-eligible and potentially Medicaid-eligible children and families. The Subrecipient agrees to target its Medicaid Outreach effort toward MDHHS established priorities. Outreach services will be conducted on-site at Greater Flint Health Coalition, at community outreach events, and by Community Health Workers stationed at select community locations on a rotating basis. Allowable costs for providing Medicaid Outreach activities include staff time, supplies and materials, travel, communication, and indirect costs. **No additional county appropriation is needed.**

IMPACT ON HUMAN RESOURCES:

There is no anticipated impact on human resources related to this request.

IMPACT ON BUDGET:

The cost of outreach activities will be provided by the county through the millage funds, with 50% of

these costs reimbursed by federal funds provided through the state.

IMPACT ON FACILITIES:

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

IMPACT ON TECHNOLOGY:

There is no anticipated impact on technology.

CONFORMITY TO COUNTY PRIORITIES:

This supports the County priorities of Healthy, Livable and Safe Communities through communicating available resources and services to our residents and supporting the health of all our residents. Supports Long Term Financial Stability as having insured residents promotes financial stability of communities, healthcare facilities, businesses, individuals, and families. This supports Inclusive, Collaborative Culture and embraces diversity, equity, and inclusion throughout our population.

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, hat the request by the Health Officer to authorize entering into a subrecipient agreement between the Genesee County and the Greater Flint Health, whereby the subrecipient will provide outreach to Medicaid-eligible and potentially Medicaid-eligible children and families for the period commencing October 1, 2024, through September 30, 2025, in an amount not to exceed \$500,000.00 to be allocated to 2210-613.00-801.001, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the May 7, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the agreement on behalf of Genesee County.

RECIPIENT CHECKLIST FOR DETERMINING IF THE ENTITY RECEIVING FUNDS HAS A CONTRACTOR OR SUBRECIPIENT RELATIONSHIP

This document is intended to help a recipient of federal funds make a judgment as to whether each agreement it makes, for the disbursement of federal program funds, casts the entity receiving the funds in the role of a subrecipient or a contractor. Based on 2 CFR Chapter I, Chapter II, Part 200 et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), issued by the U.S. Office of Management and Budget (OMB) on December 26, 2013, and effective for non-federal entities on December 26, 2014, the following information is intended for use by all non-federal entities.

Important Terms:

Recipient: A non-federal entity that receives a federal award directly from a federal awarding agency to carry out an activity under a federal program. The term recipient does not include subrecipients. (See 2 CFR 200.86 of the Uniform Guidance.)

Subrecipient: A non-federal entity that receives a subaward for the purpose of carrying out part of a federal award. The subaward creates a federal assistance relationship with the subrecipient. (See 2 CFR 200.93 & .330 (a) of the Uniform Guidance.)

Contractor: A non-federal entity that receives a contract for the purpose of providing goods and services for the awarding non-federal entity's own use. The contract creates a procurement relationship with the contractor. The Uniform Guidance replaced the term "Vendor" with "Contractor." (See 2 CFR 200.22 & .330 (b) of the Uniform Guidance.)

Instructions: The "Characteristics" column in this checklist is based on language in the Uniform Guidance. The column lists characteristics that support the classification of a non-federal entity as a subrecipient or contractor. Since all of the characteristics listed may not be present in all cases, the Uniform Guidance recognizes that the recipient "...must use judgment in classifying each agreement as a subaward or a procurement contract." (2 CFR 200.330 (c).) In the "Explanations" column, AGA provides additional information to assist in answering the questions under "Characteristics." Answer each question by checking "yes" or "no" where indicated. Based on responses to the questions, a key provided at the end of each section will help in making a judgment as to whether a subrecipient or contractor relationship exists. White space is provided in between the "Characteristics" column and the "Explanation" column so that users can tailor this checklist to accommodate the unique aspects of various programs or jurisdictions.

Note: One check in a subrecipient box does not necessarily mean the entity is a subrecipient. A judgment should be based on the totality of responses.

Office _____

Entity receiving funds _____

Funding Source(s) _____

Notes:

CHARACTERISTICS

EXPLANATIONS

Decision Making Authority

200.330 a. 1 Determines who is eligible to receive what Federal assistance;

a. Does the entity determine who is eligible to participate in the federal program?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

200.330 a.3 Has responsibility for programmatic decision making;

a. Does the entity have the ability to make decisions about how services will be delivered to participants, in accordance with federal programmatic requirements?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

OR

200.330 b.4 Provides goods or services that are ancillary to the operation of the Federal program;

b. Does the entity provide goods or services for the recipient's own use?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

b. Does the entity provide services designated by the recipient to serve the recipient's participants without regard to specific federal programmatic requirements?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

If you selected "yes" to **EITHER** item **a**, this is an indicator of a subrecipient relationship.
If you selected "yes" to **EITHER** item **b**, this is an indicator of a contractor relationship.

Subrecipient	Contractor
<input type="checkbox"/>	<input type="checkbox"/>

If the entity determines whether a participant meets a federal program's eligibility requirements for assistance, it is most likely a subrecipient.

A contractor may provide services to clients in a program after eligibility has been determined by the recipient.

If the entity has authority to make decisions regarding the delivery of service, operations, or types of assistance provided within the terms of the agreement, it is typically a subrecipient.

If the entity provides goods or services directly to the recipient or to program participants at the direction of the recipient and does not make programmatic decisions or adhere to program requirements, it is typically a contractor.

Nature of Award

200.330 a. 2 Has its performance measured in relation to whether objectives of a federal program were met;

a. Are the scope of work (or portion, if applicable) and terms and conditions of the agreement the same for the entity as they are for the recipient that received the federal funds?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

a. Is the entity carrying out completion of the goal of the grant (or part, if applicable) as stated in the federal award?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

OR

200.330 b.5 Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

b. Does the recipient develop the scope of work and terms and conditions of the agreement to meet the recipient's needs?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

If you selected "yes" to **EITHER** item **a**, this is an indicator of a subrecipient relationship.
If you selected "yes" to item **b**, this is an indicator of a contractor relationship.

Subrecipient	Contractor
<input type="checkbox"/>	<input type="checkbox"/>

If the entity is providing a service for the recipient to meet the goal of the grant, it is a contractor; if the entity is providing a service that carries out a goal within the scope of the grant, it is a subrecipient. When a grant program contains multiple goals, it is possible for the recipient to complete part of the goals and for the entity to perform another part.

If the scope of the agreement is per the federal program terms/guidance, the entity is a subrecipient. A subrecipient may also provide programmatic or progress reports to ensure compliance with federal program requirements.

Conversely, if the scope of the agreement is per the recipient's terms and not federal program guidance, and if the recipient's oversight is governed only by the contract terms and conditions, it is a contractor.

200.330 a.4 Is responsible for adherence to applicable Federal program requirements specified in the Federal award;

a. Funding to the entity depends on the entity's ability to best meet the objectives of the award. Although performance is measured against federal award objectives, the entity assumes little risk if the objectives are not met.

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

OR

200.330 b.5 Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

b. The entity assumes financial risk if they fail to deliver the goods or services agreed upon.

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

If you selected "yes" to item **a**, this is an indicator of a subrecipient relationship.
If you selected "yes" to item **b**, this is an indicator of a contractor relationship.

Subrecipient	Contractor
<input type="checkbox"/>	<input type="checkbox"/>

If the funding is given to the entity with a purpose of completing the goal of the grant, the recipient will be required to ensure the entity adheres to federal grant program guidance. The recipient will also be required to monitor the activities of the entity per Uniform Guidance section 200.331. The entity assumes little risk should federal grant guidance not be met. The risk falls with the recipient.

If the recipient directs specific activities to be completed by the entity, by providing goods or services, the risk falls on the entity to deliver, per the agreement terms. In this case, the entity would not be required to adhere to the federal grant program requirements, just the terms and conditions in the agreement with the recipient.

Criteria for Selection

EXPLANATIONS

200.330 a.5 In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

a. Does the entity demonstrate a financial or public need for funding to carry out a project or provide a service?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

a. Will the entity be contributing match or other non-Federal funding in support of the award?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

a. Will the entity be reimbursed for only actual costs incurred?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

OR

200.330 b.3 Normally operates in a competitive environment;

b. Were procurement policies applied in the selection of the entity?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

b. Was the entity's proposed price a factor in the selection process?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

b. Will the entity derive a profit from the agreement?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

If you selected "yes" to **ANY** item **a**, this is an indicator of a subrecipient relationship.
If you selected "yes" to **ANY** item **b**, this is an indicator of a contractor relationship.

Subrecipient	Contractor
<input type="checkbox"/>	<input type="checkbox"/>

If the entity was chosen because it has the best widgets or service for the price, it has a contractor relationship with the recipient. Typically, a procurement method is followed, such as a competitive bid or RFP process. In this type of agreement, the entity usually makes a profit by delivering this good or service to the recipient. Payments to contractors are typically made based on contract terms.

Conversely, if the entity was chosen because it was already providing a service within the guidelines of the grant program and wants to partner with the recipient to expand the delivery or assist in meeting the goal of the grant, it may be a subrecipient. Typically, the entity may not make a profit and may provide its own non-federal funding as match or cost sharing. The entity may have been chosen through an application process or an announcement of funding, as opposed to the procurement process described above. Payment to a subrecipient is generally based on actual expenses unless awarded on a fixed amount subaward (2 CFR 200.332). It is typical of subrecipients to submit budgets, financial reports, or copies of invoices to the recipient, to document activity.

200.330 b.1 Provides the goods and services within normal business operations;

b. Is the entity's normal business to provide the goods or services being purchased in the agreement?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

200.330 b.2 Provides similar goods or services to many different purchasers;

b. Does the entity provide the same goods or services to other organizations?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

If you selected "no" to **EITHER** item, it is an indicator of a subrecipient relationship.
If you selected "yes" to **BOTH** items, it is an indicator of a contractor relationship.

Subrecipient	Contractor
<input type="checkbox"/>	<input type="checkbox"/>

If a federal program provides funding to modify public buildings for handicapped accessibility and the recipient provides funds to an entity to update the entity's building, per the terms of the award, then a subrecipient relationship exists.

Conversely, if the recipient hires an entity to update their own building to be handicapped accessible, then a contractor relationship exists.

Determination

EXPLANATIONS

Final Determination

Subrecipient	Contractor
<input type="checkbox"/>	<input type="checkbox"/>

Review all the entries and make an overall determination of the relationship. **Check the appropriate box in this section.**

Determined by _____ (enter name of person initially making decision) _____ (date)

Approved by _____ (enter name of person reviewing) _____ (date)

Based on the relationship determined above, see additional guidance on requirements governing agreements.

Section 200.331 - "Requirements for pass-through entities," for subrecipient agreements,

Section 200.317 through 200.326 - "Procurement Standards," for contractor agreements.

AGREEMENT FOR MEDICAID OUTREACH SERVICES

between

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

And

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

RECITALS

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

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

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

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

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

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

WHEREAS, the CFDA Number is 93.778; and

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

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

WHEREAS, the Subrecipient's Unique Entity Identifier is WXXKSA7GAZ48

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

ARTICLE I TERMS

A. Purpose

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

B. Period of Agreement

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

B.1 Extension Terms

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

C. Medicaid Outreach Services

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

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

See Exhibit B – Approved Budget and Nonprofit Rate Agreement

D. Statement of Work

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

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

1. The Subrecipient agrees to:

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

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

- (i) Provide every individual family (as appropriate) with information about MDHHS established priorities and other Medicaid covered services.
 - (ii) Connect children and adults on Medicaid or Healthy Michigan with a primary care provider (PCP) and assist in making an appointment, if necessary.
 - (iii) Assist the Department in providing outreach by informing individuals and their families about health resources available through the Medicaid program.
 - (iv) Conduct Medicaid Outreach campaigns and activities (such as health fairs) that provide information about services provided by entities, such as Community Mental Health Services providers, Medicaid Health Plans, Local Health Department, etc.
 - (v) Coordinate or attend health fairs that emphasize preventative health care and promoting Medicaid services by presenting Medicaid material in locations with the likelihood of high Medicaid eligibility.
 - (vi) Assist families with information about the Medicaid program.
- b. Assist an individual or family in making application for Medicaid benefits; assist the individual or family impacted by work requirements with enrollment services; assist the individual or family in collecting/gathering information related to the application and eligibility determination for an individual, including resource information and third party liability (TPL) information, and submitting a formal Medicaid application; participate as a provider of Medicaid eligibility outreach information. The Subrecipient will also:
- (i) Work with the Subrecipient's on-site DHHS worker to restore eligibility when a family/individual loses Medicaid/Healthy Michigan eligibility.
 - (ii) Assist families/individuals in enrolling in Medicaid or Healthy Michigan.
 - (iii) Facilitate eligibility determination for Medicaid; explain Medicaid eligibility rules and eligibility process to prospective applicants and provide onsite access to the Subrecipient's MI Bridges website kiosk for an individual/family to complete a Medicaid application.
- c. Analyze Medicaid data related to a specific program, population, or

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

- (i) Conduct outreach to primary care practices regarding improvement in well visits, immunizations, preventive screening rates, lead testing, as well as other Healthcare Effectiveness Data and Information Set (HEDIS) measures to be determined in collaboration with Medicaid health plans and participating Community Health Access Program (CHAP) practices.
 - (ii) Identify children and adults who are behind in preventive care and screenings and conduct outreach and education to families to ensure patients are getting into their medical home for these services.
 - (iii) Develop new health programs with local community health agencies for the Medicaid population, as determined by a Community Health Needs Assessment and agreed upon by the parties to this Agreement.
 - (iv) Work with Medicaid health plans and providers to increase Medicaid openings in clinics and practices, provide technical assistance to providers/practices to increase same day access, evening hours, and practice efficiency.
- d. Create a collaboration of health professionals (medical and dental) to provide consultation and advice on the delivery of medical and dental health care services to the Medicaid population and develop methods to improve the referral and service delivery process by Medicaid providers; develop internal referral policies and procedures for use by staff so that appropriate coordination of health care services occurs between the various Medicaid providers and entities, such as Community Mental Health providers, Medicaid health plans, and the Department. The Subrecipient will also:
- (i) Convene the following workgroups of key stakeholders to address access and service duplication issues within the medical/dental/mental health system in Genesee County:
 - (1) Community Health Access Program Practice Managers
 - (2) Community Health Access Program Provider Task Force
 - (3) Access to Health Care Committee
 - (4) Health Care Outreach Strategy Subcommittee

- (5) Community Health Innovation Region Task Force
 - (6) Community Health Innovation Region Community Referral Network
 - (7) Quality & Innovation Task Force
 - (8) Oral Health Task Force
- (ii) Work with 2-1-1 to develop a robust resource and referral system that tracks participation and identifies gaps in services for the Medicaid population.
- (iii) Define the scope of local agencies' Medicaid services in relation to the others and identify gaps or duplication of medical/dental/mental health programs.
- e. Make referrals for and coordinate access to medical and dental services covered by Medicaid; provide information about Medicaid screening that will help identify medical conditions that can be corrected or improved by services through Medicaid; develop professional relationships for the purposes of referral of Medicaid-eligible individuals for Medicaid-related services. In that regard the Subrecipient will:
 - (i) Educate children and adults on Medicaid/Healthy Michigan about their primary care options.
 - (ii) When appropriate, refer eligible children and adults to the Preventative and/or Maternal Infant Services of the Department.
 - (iii) Work with the Department to ensure better access for Medicaid patients.
 - (iv) Identify and refer individuals to the Department who may be in need of Medicaid Family Planning services.
- f. Schedule or arrange transportation for Medicaid-covered services; assisting or arranging transportation for the family in support of the referral and evaluation activities.

2. The Department agrees to:

- a. Make payments to the Subrecipient within forty-five (45) days of Department's receipt of quarterly Medicaid Outreach reimbursement from MDHHS and approval of the Subrecipient's completed and signed invoice(s). Medicaid Outreach reimbursements are typically received within two (2) months of MDHHS's receipt of Department Financial Status Report (FSR).
- b. Identify a Department employee to act as program liaison for issues pertaining to this Agreement.

- c. Provide consultation and technical assistance to the Subrecipient as resources allow.
- d. Prepare and submit quarterly Medicaid Outreach reports and FSRs to MDHHS within thirty (30) days of the end of each quarter. Reports will incorporate the Subrecipient's outreach activities and expenditures for fiscal year quarters ending December 31, March 31, June 30, and September 30.
- e. Conduct annual site visits to review adherence to the requirements of this Agreement. This may include:
 - (i) Financial evaluation (that is, FSR monitoring, site review, information/data that supports the items in the FSR, etc.).
 - (ii) Contract evaluation (that is report monitoring, compliance checklist, records review, etc.).

E. Method of Payment

1. The reimbursement to the Subrecipient for services rendered through this Agreement will consist of expenses incurred by the Subrecipient in the performance of this Contract. Said reimbursement will be further reduced by the Department's annual indirect cost allocation. Final reconciled reimbursement is not to exceed **\$500,000.00** during the term of this Agreement. The Subrecipient may utilize funds received from local or private foundations, local contributors or donors, and other non- state/non-federal grant Agreements as the allowable source for Medicaid Outreach activities.
2. The amount of federal funds obligated by this action is \$250,000.00. The Department has not committed any additional funds from this federal award to this Subrecipient. The remainder of the funds (up to an additional \$250,000 as described in Section E(1) herein) for the services provided in this agreement will be provided by the Genesee County Health Services Millage.
3. The Department will issue quarterly payments to the Subrecipient in the amount of 100% of the FSR submitted by the Subrecipient for each quarter minus the Department indirect costs as mutually agreed upon by the parties.
4. The Subrecipient shall prepare and submit an FSR to Department on a quarterly basis for the full cost of Medicaid Outreach activities with allowable expenditures provided in MSA Bulletins 05-29 and 18-41 (Local Health Department Medicaid Outreach Activities).
5. Submit invoices requesting reimbursement to:
Financial Analyst
Vanessa Barker
VBarker@geneseecountymi.gov

F. Reporting Requirements

1. The Subrecipient shall provide the following records and reports to Department:
 - a. Provide to Department Medicaid Outreach quarterly reports by the 15th of the month following the end of the fiscal year quarter (January 15, April 15, July 15, October 15).
 - b. Perform quarterly time studies to verify staff hours charged to the program.
 - This must include:
 - Name of Staff Member
 - Activity Date
 - Start Time
 - End Time
 - Duration
 - Activity Type
 - Medicaid Match Duration (Hours)
 - Medicaid Outreach Code
 - Medicaid Outreach Detail
 - Number of New Enrollments delineated by notation in a staff members time reporting when a new enrollee is signed up. Please put this in a separate column and not in comments, in order to be able to quickly track the data.
 - c. In addition to the reports required above, the Subrecipient shall prepare and submit to the Department reports containing such information as requested by the Department.

**ARTICLE II
GENERAL PROVISIONS**

A. Responsibilities - The Subrecipient

1. Publication Rights

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

2. Program Operation

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

3. Reporting

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

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

4. Record Maintenance/Retention

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

5. Authorized Access

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

6. Notification of Modifications

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

7. Terms

Abide by the terms of this Agreement including any attachments.

8. Minimum Program Requirements

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

B. Responsibilities – the Department

1. Report Forms

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

2. Terms

Abide by the terms of this Agreement including any attachments.

3. Notification of Modifications

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

4. Modification of Funding

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

5. Monitor Compliance

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

6. Technical Assistance

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

ARTICLE III MISCELLANEOUS

A. Termination

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

1. This Agreement may be terminated by either party by giving thirty (30) days written notice to the other party stating the reasons for termination and the effective date.
2. This Agreement may be terminated immediately without further liability to the

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

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

B. Final Reporting

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

C. Availability of Funds

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

D. Severability

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

E. Amendments

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

F. Indemnification and Hold Harmless

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

G. Insurance

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

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

H. Confidentiality

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

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

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

I. Waiver

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

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

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

J. Relationship of Parties

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

1. The Department shall not be responsible for covering the Subrecipient under any worker's compensation insurance or unemployment compensation insurance plans. The Subrecipient represents and warrants that it: (a) is covered by a worker's compensation insurance policy procured and paid for by it; or (b) has a valid Notice of Exclusion on file with the Michigan Bureau of Workers' Disability Compensation; or (c) is a "sole proprietor" within the meaning of the Michigan Workers' Disability Compensation Act and has no employees. The Subrecipient shall notify Department immediately if the status of said coverage, notice or sole proprietorship changes.
2. The Subrecipient shall have no authority or right to obligate Department in any way whatsoever. The Subrecipient shall identify itself as an independent contractor and shall not hold itself out as an employee or agent of Department.
3. Department does not agree to use the Subrecipient exclusively and remains free to enter into contracts for similar or other services with other individuals or entities during the course of this Agreement.

K. Conflict of Interest

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

L. Contacts

The Federal Awarding Official is as follows:

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

The Genesee County Health Department Authorizing Official is as follows:

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

The Genesee County Health Department Project Director is as follows:

Michelle Estell

M. Entire Agreement

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

N. Assignment of Rights

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

**ARTICLE IV
ASSURANCES**

The Subrecipient assures the Department that:

A. Non-Discrimination

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

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

B. Business Subcontracts

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

C. Debarment and Suspension

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

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

2. Has not within the three-year period preceding this Agreement been convicted of or had a civil judgement rendered against it for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Is not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in (b) above; and
4. Has not within the three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

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

D. Return of Disallowed Funds

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

E. Pro-Children Act

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

F. Smoke-Free Environment/Clean Air Act

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

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

G. Master Agreement

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

H. Promotion of Funding Source

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

CERTIFICATION

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

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

GREATER FLINT HEALTH COALITION

By _____
James Ananich
CEO

Date _____

COUNTY OF GENESEE

By _____
_____, Chairperson
Board of Commissioners

Date _____

EXHIBIT A
MSA BULLETIN 05-29, ISSUED JUNE 1, 2005



Bulletin Number: MSA 05-29

Distribution: Local Health Departments

Issued: June 1, 2005

Subject: Local Health Department Outreach Activities

Effective: July 1, 2005

Programs Affected: Medicaid

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

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

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

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

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

Manual Maintenance

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

Questions

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

Approved

A handwritten signature in black ink, appearing to read "Paul Reinhart". The signature is fluid and cursive, with the first name "Paul" being more prominent than the last name "Reinhart".

Paul Reinhart, Director
Medical Services Administration

LOCAL HEALTH DEPARTMENT MEDICAID OUTREACH ACTIVITIES

ALLOWABLE ACTIVITY CATEGORIES

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

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

A. MEDICAID OUTREACH AND PUBLIC AWARENESS

Activity Category Description

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

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

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

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

Supplemental Description of Activity

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

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

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

B. FACILITATING MEDICAID ELIGIBILITY DETERMINATION

Activity Category Description

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

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

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

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

Supplemental Description of Activity

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

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

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

C. PROGRAM PLANNING, POLICY DEVELOPMENT, AND INTERAGENCY COORDINATION RELATED TO MEDICAL SERVICES

Activity Category Description

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

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

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

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

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

Supplemental Description of Activity

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

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

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

D. REFERRAL, COORDINATION AND MONITORING OF MEDICAID SERVICES

Activity Category Description

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

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

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

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

Supplemental Description of Activity

■ Health-Related Referral Activities

- ▶ This category includes activities that LHD staff or contractors perform during the referral process for a potential health-related issue.

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

- This category also includes activities LHD staff perform in order to develop referral sources for the health department, such as a list or brochure of the physicians, dentists or HMOs in the area who accept Medicaid patients for evaluation or treatment, or a list of other health agencies providing Medicaid services to whom families may be referred.
- **Programmatic Monitoring and Coordination of Medical Services**
 - This category includes activities that LHD staff or contractors perform to coordinate programs and services at the LHD. It also could include activities such as monitoring, or follow-up on the systematic delivery of health-related services within the health department.
 - This category includes program- or system-wide monitoring and coordination of services; it does NOT include beneficiary-specific activities such as individual service coordination or monitoring of services of a particular individual. These activities are often completed by a coordinator or supervisor of quality assurance activities or others with a broader scope related to health-related services provided within the health department.

E. MEDICAID-SPECIFIC TRAINING ON OUTREACH ELIGIBILITY AND SERVICES

Activity Category Description

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

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

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

Supplemental Description of Activity

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

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

F. ARRANGING FOR MEDICAID-RELATED TRANSPORTATION

Activity Category Description

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

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

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

Supplemental Description of Activity

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

G. ARRANGING FOR PROVISION OF MEDICAID-RELATED TRANSLATION SERVICES

Activity Category Description

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

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

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

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

Supplemental Description of Activity

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

REPORTING REQUIREMENTS

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

BILLING AND REIMBURSEMENT

A. GRANT AGREEMENT

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

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

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

B. BILLING

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

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

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

C. COST ALLOCATION PLANS

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

D. CERTIFICATIONS

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

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

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



Medical Services Administration BULLETIN MSA

Bulletin Number: MSA 18-41

Distribution: Local Health Departments

Issued: November 30, 2018

Subject: Clarification of Medicaid Outreach Policy

Effective: January 1, 2019

Programs Affected: Medicaid, Healthy Michigan Plan, MICHild

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

I. Approved Outreach Categories/Activities

A. Medicaid Outreach and Public Awareness

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

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

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

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

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

B. Facilitating Medicaid Eligibility Determination

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

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

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

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

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

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

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

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

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

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

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

D. Referral, Coordination, and Monitoring of Medicaid Services

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

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

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

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

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

E. Medicaid-Specific Training on Outreach Eligibility and Services

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

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

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

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

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

F. Arranging for Medicaid-related Transportation

Assisting an individual in obtaining transportation for Medicaid-related services.

NOTE: This does **NOT** include activities that contribute to the actual billing of transportation as a medical service.

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

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

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

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

G. Arranging for or Providing Medicaid-related Translation Services

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

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

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

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

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

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

II. Documentation and Reporting Requirements

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

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

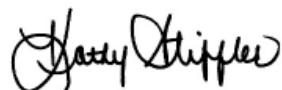
Manual Maintenance

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

Questions

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

Approved



Kathy Stiffler, Acting Director
Medical Services Administration

Exhibit B

Approved Budget and Nonprofit Rate Agreement

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

NONPROFIT RATE AGREEMENT

EIN: 38-3301514

Date: 04/28/2023

ORGANIZATION:

Greater Flint Health Coalition, Inc.

519 S Saginaw St.

Flint, MI 48502

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

SECTION I: INDIRECT COST RATES

RATE TYPES:		FIXED	FINAL	PROV. (PROVISIONAL)	PRED. (PREDETERMINED)
<u>EFFECTIVE PERIOD</u>					
<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE(%)</u>	<u>LOCATION</u>	<u>APPLICABLE TO</u>
PROV.	01/01/2023	03/31/2026	20.00	On Site	All Programs

*BASE

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

SECTION II: SPECIAL REMARKS

TREATMENT OF FRINGE BENEFITS:

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

TREATMENT OF PAID ABSENCES:

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

FRINGE BENEFITS:

FICA
Retirement
Health Insurance
Life Insurance
Unemployment Insurance
Workers Compensation

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

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

SECTION III: GENERAL

A. LIMITATIONS:

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

B. ACCOUNTING CHANGES:

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

C. FIXED RATES:

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

D. USE BY OTHER FEDERAL AGENCIES:

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

E. OTHER:

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

BY THE INSTITUTION:

Greater Flint Health Coalition, Inc.

(INSTITUTION)

Digitally signed by

(SIGNATURE)

Jim Ananich

(NAME)

President & CEO

(TITLE)

6/1/2023 | 1:54:16 PM PDT

(DATE)

ON BEHALF OF THE GOVERNMENT:

DEPARTMENT OF HEALTH AND HUMAN SERVICES
(AGENCY)

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

(SIGNATURE)

Arif Karim

(NAME)

Director, Cost Allocation Services

(TITLE)

04/28/2023

(DATE)

HHS REPRESENTATIVE: Theodore Foster

TELEPHONE: (214) 767-3261

Exhibit C

BUSINESS ASSOCIATE AGREEMENT

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

BACKGROUND

- I. Covered Entity is either a “covered entity” or “business associate” of a covered entity as each are defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended by the HITECH Act (as defined below) and the related regulations promulgated by HHS (as defined below) (collectively, “HIPAA”) and, as such, is required to comply with HIPAA’s provisions regarding the confidentiality and privacy of Protected Health Information (as defined below);
- II. The Parties have entered into or will enter into one or more agreements under which Business Associate provides or will provide certain specified services to Covered Entity (collectively, the “Agreement”);
- III. In providing services pursuant to the Agreement, Business Associate will have access to Protected Health Information;
- IV. By providing the services pursuant to the Agreement, Business Associate will become a “business associate” of the Covered Entity as such term is defined under HIPAA;
- V. Both Parties are committed to complying with all federal and state laws governing the confidentiality and privacy of health information, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Part 160 and Part 164, Subparts A and E (collectively, the “Privacy Rule”); and
- VI. Both Parties intend to protect the privacy and provide for the security of Protected Health Information disclosed to Business Associate pursuant to the terms of this Agreement, HIPAA and other applicable laws.

AGREEMENT

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

1. **Definitions**. For purposes of this BAA, the Parties give the following meaning to each of the terms in this Section 1 below. Any capitalized term used in this BAA, but not otherwise defined, has the meaning given to that term in the Privacy Rule or pertinent law.
 - A. “Affiliate” means a subsidiary or affiliate of Covered Entity that is, or has been, considered a covered entity, as defined by HIPAA.

- B. “Breach” means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI, as defined in 45 CFR §164.402.
- C. “Breach Notification Rule” means the portion of HIPAA set forth in Subpart D of 45 CFR Part 164.
- D. “Data Aggregation” means, with respect to PHI created or received by Business Associate in its capacity as the “business associate” under HIPAA of Covered Entity, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a business associate of one or more other “covered entity” under HIPAA, to permit data analyses that relate to the Health Care Operations (defined below) of the respective covered entities. The meaning of “data aggregation” in this BAA shall be consistent with the meaning given to that term in the Privacy Rule.
- E. “Designated Record Set” has the meaning given to such term under the Privacy Rule, including 45 CFR §164.501.B.
- F. “De-Identify” means to alter the PHI such that the resulting information meets the requirements described in 45 CFR §§164.514(a) and (b).
- G. “Electronic PHI” means any PHI maintained in or transmitted by electronic media as defined in 45 CFR §160.103.
- H. “Health Care Operations” has the meaning given to that term in 45 CFR §164.501.
- I. “HHS” means the U.S. Department of Health and Human Services.
- J. “HITECH Act” means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.
- K. “Individual” has the same meaning given to that term in 45 CFR §§164.501 and 160.130 and includes a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- L. “Privacy Rule” means that portion of HIPAA set forth in 45 CFR Part 160 and Part 164, Subparts A and E.
- M. “Protected Health Information” or “PHI” has the meaning given to the term “protected health information” in 45 CFR §§164.501 and 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- N. “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

- O. “Security Rule” means the Security Standards for the Protection of Electronic Health Information provided in 45 CFR Part 160 & Part 164, Subparts A and C.
- P. “Unsecured Protected Health Information” or “Unsecured PHI” means any “protected health information” as defined in 45 CFR §§164.501 and 160.103 that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the HHS Secretary in the guidance issued pursuant to the HITECH Act and codified at 42 USC §17932(h).

2. **Use and Disclosure of PHI.**

- A. Except as otherwise provided in this BAA, Business Associate may use or disclose PHI as reasonably necessary to provide the services described in the Agreement to Covered Entity, and to undertake other activities of Business Associate permitted or required of Business Associate by this BAA or as required by law.
- B. Except as otherwise limited by this BAA or federal or state law, Covered Entity authorizes Business Associate to use the PHI in its possession for the proper management and administration of Business Associate’s business and to carry out its legal responsibilities. Business Associate may disclose PHI for its proper management and administration, provided that (i) the disclosures are required by law; or (ii) Business Associate obtains, in writing, prior to making any disclosure to a third party (a) reasonable assurances from this third party that the PHI will be held confidential as provided under this BAA and used or further disclosed only as required by law or for the purpose for which it was disclosed to this third party and (b) an agreement from this third party to notify Business Associate immediately of any breaches of the confidentiality of the PHI, to the extent it has knowledge of the breach.
- C. Business Associate will not use or disclose PHI in a manner other than as provided in this BAA, as permitted under the Privacy Rule, or as required by law. Business Associate will use or disclose PHI, to the extent practicable, as a limited data set or limited to the minimum necessary amount of PHI to carry out the intended purpose of the use or disclosure, in accordance with Section 13405(b) of the HITECH Act (codified at 42 USC §17935(b)) and any of the act’s implementing regulations adopted by HHS, for each use or disclosure of PHI.
- D. Upon request, Business Associate will make available to Covered Entity any of Covered Entity’s PHI that Business Associate or any of its agents or subcontractors have in their possession.
- E. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).

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

4. **Reporting Disclosures of PHI and Security Incidents.** Business Associate will report to Covered Entity in writing any use or disclosure of PHI not provided for by this BAA of which it becomes aware and Business Associate agrees to report to Covered Entity any Security Incident affecting Electronic PHI of Covered Entity of which it becomes aware. Business Associate agrees to report any such event within five business days of becoming aware of the event.
5. **Reporting Breaches of Unsecured PHI.** Business Associate will notify Covered Entity in writing promptly upon the discovery of any Breach of Unsecured PHI in accordance with the requirements set forth in 45 CFR §164.410, but in no case later than 30 calendar days after discovery of a Breach. Business Associate will reimburse Covered Entity for any costs incurred by it in complying with the requirements of Subpart D of 45 CFR §164 that are imposed on Covered Entity as a result of a Breach committed by Business Associate.
6. **Mitigation of Disclosures of PHI.** Business Associate will take reasonable measures to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of any use or disclosure of PHI by Business Associate or its agents or subcontractors in violation of the requirements of this BAA.
7. **Agreements with Agents or Subcontractors.** Business Associate will ensure that any of its agents or subcontractors that have access to, or to which Business Associate provides, PHI agree in writing to the restrictions and conditions concerning uses and disclosures of PHI contained in this BAA and agree to implement reasonable and appropriate safeguards to protect any Electronic PHI that it creates, receives, maintains or transmits on behalf of Business Associate or, through the Business Associate, Covered Entity. Business Associate shall notify Covered Entity, or upstream Business Associate, of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 1.M. of this BAA. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract by placement of such notice on the Business Associate's primary website. Business Associate shall ensure that all subcontracts and agreements provide the same level of privacy and security as this BAA.
8. **Audit Report.** Upon request, Business Associate will provide Covered Entity, or upstream Business Associate, with a copy of its most recent independent HIPAA compliance report (AT-C 315), HITRUST certification or other mutually agreed upon independent standards based third party audit report. Covered entity agrees not to re-disclose Business Associate's audit report.
9. **Access to PHI by Individuals.**
 - A. Upon request, Business Associate agrees to furnish Covered Entity with copies of the PHI maintained by Business Associate in a Designated Record Set in the time and manner designated by Covered Entity to enable Covered Entity to respond to an Individual's request for access to PHI under 45 CFR §164.524.
 - B. In the event any Individual or personal representative requests access to the Individual's PHI directly from Business Associate, Business Associate within ten business days, will forward that request to Covered Entity. Any disclosure of, or decision not to disclose, the PHI requested by an Individual or a personal representative and compliance with the requirements applicable to an Individual's right to obtain access to PHI shall be the sole responsibility of Covered Entity.
10. **Amendment of PHI.**

- A. Upon request and instruction from Covered Entity, Business Associate will amend PHI or a record about an Individual in a Designated Record Set that is maintained by, or otherwise within the possession of, Business Associate as directed by Covered Entity in accordance with procedures established by 45 CFR §164.526. Any request by Covered Entity to amend such information will be completed by Business Associate within 15 business days of Covered Entity's request.
- B. In the event that any Individual requests that Business Associate amend such Individual's PHI or record in a Designated Record Set, Business Associate within ten business days will forward this request to Covered Entity. Any amendment of, or decision not to amend, the PHI or record as requested by an Individual and compliance with the requirements applicable to an Individual's right to request an amendment of PHI will be the sole responsibility of Covered Entity.

11. Accounting of Disclosures.

- A. Business Associate will document any disclosures of PHI made by it to account for such disclosures as required by 45 CFR §164.528(a). Business Associate also will make available information related to such disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosures in accordance with 45 CFR §164.528. At a minimum, Business Associate will furnish Covered Entity the following with respect to any covered disclosures by Business Associate: (i) the date of disclosure of PHI; (ii) the name of the entity or person who received PHI, and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure which includes the basis for such disclosure.
- B. Business Associate will furnish to Covered Entity information collected in accordance with this Section 10, within ten business days after written request by Covered Entity, to permit Covered Entity to make an accounting of disclosures as required by 45 CFR §164.528, or in the event that Covered Entity elects to provide an Individual with a list of its business associates, Business Associate will provide an accounting of its disclosures of PHI upon request of the Individual, if and to the extent that such accounting is required under the HITECH Act or under HHS regulations adopted in connection with the HITECH Act.
- C. In the event an Individual delivers the initial request for an accounting directly to Business Associate, Business Associate will within ten business days forward such request to Covered Entity.

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

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

- A. Notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- B. Notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- C. Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- D. Except for data aggregation or management and administrative activities of Business Associate, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

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

15. **Term and Termination.**

- A. This BAA will become effective on the date first written above, and will continue in effect until all obligations of the Parties have been met under the Agreement and under this BAA.
- B. Covered Entity may terminate immediately this BAA, the Agreement, and any other related agreements if Covered Entity makes a determination that Business Associate has breached a material term of this BAA and Business Associate has failed to cure that material breach, to Covered Entity's reasonable satisfaction, within 30 days after written notice from Covered Entity. Covered Entity may report the problem to the Secretary of HHS if termination is not feasible.
- C. If Business Associate determines that Covered Entity has breached a material term of this BAA, then Business Associate will provide Covered Entity with written notice of the existence of the breach and shall provide Covered Entity with 30 days to cure the breach. Covered Entity's failure to cure the breach within the 30-day period will be grounds for immediate termination of the Agreement and this BAA by Business Associate. Business Associate may report the breach to HHS.
- D. Upon termination of the Agreement or this BAA for any reason, all PHI maintained by Business Associate will be returned to Covered Entity or destroyed by Business Associate. Business Associate will not retain any copies of such information. This provision will apply to PHI in the possession of Business Associate's agents and subcontractors. If return or destruction of the PHI is not feasible, in Business Associate's reasonable judgment, Business Associate will furnish Covered Entity with notification, in writing, of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of the PHI is infeasible, Business Associate will extend the protections of this BAA to such information for as long as Business Associate retains such information and will limit further uses and

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

16. **Effect of BAA.**

- A. This BAA is a part of and subject to the terms of the Agreement, except that to the extent any terms of this BAA conflict with any term of the Agreement, the terms of this BAA will govern.
- B. Except as expressly stated in this BAA or as provided by law, this BAA will not create any rights in favor of any third party.

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

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

A. If to Covered Entity, to:

Attn: _____
T: _____
E: _____

B. If to Business Associate, to:

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

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

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

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

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

Genesee County

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

Greater Flint Health Coalition, Inc.

By: _____
Name: James Ananich
Title: CEO



LEGISTAR SUBMISSION CHECKLIST*

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

DOES THE PROJECT NEED A CONTRACT?

1) Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)

Yes: ____ (Go to Question 2)

No: ____ (Go to Question 4)

2) If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?

Yes: ____ This project requires a contract, skip to the contracts section.

No: ____ (Go to Question 3)

3) Has the vendor presented a document for the county to sign?

Yes: ____

- This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

No: ____

- Use a **Purchase Order** You do not need to complete the remainder of this form.

4) Is this a request for services, an IT submission, or construction work?

Yes: ____ This project requires a contract, skip to the contracts section.

No: ____ Contact Corporate Counsel office prior to submitting into Legistar.

CONTRACTS

*** After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. * If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.**

1) Is this a new contract or a renewal/extension? _____

- a. Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.
- b. New Contract: Go to Question 2.

2) How is the contract funded?

- a. Budgeted or General Funds: _____(Go to Question 3)
- b. Grant Funded: _____(Go to Question 4)
- c. Millage Funded: _____ (Go to Question 5)

3) What is the vendor providing?

- a. Services: _____
 - Use the **Professional Service Contract Template**
- b. Construction/Physical Building Altercation/Remodel _____
 - If the contractor has not provided a proposed contract use the **Construction Contract Template** If the contractor has provided a proposed contract, contact Corporate Counsel prior to submitting into Legistar.

*** To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. ***

4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient

- a. If the service provider is a **contractor**, go back to Question 3.
- b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact Corporate Counsel office for review of the agreement/template.

5) Is this a new contract/agreement?

Yes: _____ No: _____

- a. If **yes** - contact Corporate Counsel office for assistance in selecting a template and/or creating an agreement.
- b. If **no** – has the template/previous agreement used for this program been reviewed by Corporate Counsel since August 1, 2023?

If **yes**, use the template/previous agreement.

If **no**, contact Corporate Counsel regarding template/previous agreement.

6) Is a contract that is not a County prepared contract being submitted for review?

Yes: _____ No: _____

- a. If yes, submit the contract to Corporate Counsel office for review prior to submitting to Legistar.

* If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (Fiscal Services, Purchasing, Risk Management, or Corporate Counsel) to address your question prior to submission into Legistar.

NONPROFIT RATE AGREEMENT

EIN: 38-3301514

Date: 04/28/2023

ORGANIZATION:

Greater Flint Health Coalition, Inc.

519 S Saginaw St.

Flint, MI 48502

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

SECTION I: INDIRECT COST RATES

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

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

*BASE

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

ORGANIZATION: Greater Flint Health Coalition, Inc.

AGREEMENT DATE: 04/28/2023

SECTION II: SPECIAL REMARKS

TREATMENT OF FRINGE BENEFITS:

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

TREATMENT OF PAID ABSENCES:

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

FRINGE BENEFITS:

FICA

Retirement

Health Insurance

Life Insurance

Unemployment Insurance

Workers Compensation

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

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

ORGANIZATION: Greater Flint Health Coalition, Inc.

AGREEMENT DATE: 04/28/2023

SECTION III: GENERAL**A. LIMITATIONS:**

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

B. ACCOUNTING CHANGES:

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

C. FIXED RATES:

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

D. USE BY OTHER FEDERAL AGENCIES:

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

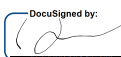
E. OTHER:

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

BY THE INSTITUTION:

Greater Flint Health Coalition, Inc.

(INSTITUTION)



(SIGNATURE)

Jim Ananich

(NAME)

President & CEO

(TITLE)

6/1/2023 | 1:54:16 PM PDT

(DATE)

ON BEHALF OF THE GOVERNMENT:DEPARTMENT OF HEALTH AND HUMAN SERVICES

(AGENCY)

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

(SIGNATURE)

Arif Karim

(NAME)

Director, Cost Allocation Services

(TITLE)

04/28/2023

(DATE)

HHS REPRESENTATIVE: Theodore FosterTELEPHONE: (214) 767-3261

GENESEE COUNTY INSURANCE CHECKLIST

Professional Service Contract: GREATER FLINT HEALTH COALITION, INC. – Medicaid Outreach Services

Coverage Required	Limits (Figures denote minimums)
X 1. Workers Compensation	Statutory limits of Michigan
X 2. Employers' Liability	\$100,000 accidental/disease \$500,000 policy limit, disease
X 3. General Liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including Products/Completed Operations and Contractual Liability and Premises/operations
X 4. Professional Liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including errors and omissions
5. Medical Malpractice	\$200,000 per occurrence \$800,000 in aggregate
X 6. Automobile liability	\$1,000,000 combined single limit each accident – Owned <u>Hired, Non-owned</u> <i>Does not have owned notes</i>
7. Umbrella liability/Excess Coverage	\$2,000,000 BI & PD and PI
X 8. Genesee County named as an additional insured on General Liability and Auto Liability via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.	
9. Other Insurance Required:	
X 10. A 30-day notice of cancellation or non-renewal is required for all policies	
11. Builders Risk "All Risk" for all materials and equipment of this contract	
X 12. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
X 13. The Certificate must state bid number and title GREATER FLINT HEALTH COALITION, INC. – Medicaid Outreach Services	
**Additional coverage including excess liability, pollution and errors of omissions may be required Depending on the conditions of the building and processes to be utilized. Each NSP project is to be bid Separately, and each will require evaluation for possible risk exposure and additional insurance requirements	

Insurance Agent's Statement

I have reviewed the requirements with the bidder named below. In addition:

X The above required policies carry the following deductibles:

\$5000 or less per occurrence depending on the policy

X Liability policies are occurrence X
[Signature]
Insurance Agent

claims made X Professional only
WES STEVENSON AGENCY
Signature LIC

Prospective Contractor's Statement

I understand the insurance requirements and will comply in full if awarded the contract.

Contractor

Signature

Required general insurance provisions are provided in the checklist above. These are based on the contract and exposures of the work to be completed under the contract. Modifications to this checklist may occur at any time prior to signing of the

Additional Insured:

ADDITIONAL INTEREST NOTICE BUSINESSOWNERS POLICY RENEWAL

PL4ZZA00600027-038558216-

GENESEE COUNTY HEALTH DEPARTMENT
630 S SAGINAW ST STE 4
FLINT MI 48502-1525



Policy Number: **BO-11392264**
Policy Period (12:01 a.m. standard time):
02/10/2025 TO 02/10/2026

Effective Date: **February 10, 2025**

Agent: **Wes Stevenson # 4279**
2467 E HILL RD STE C
GRAND BLANC MI 48439-5422
810-584-7000
wstevenson@fbinsmi.com



THIS IS NOT A BILLING.

Subject to all applicable policy provisions, the Additional Insured named above has an interest in this policy, as indicated by the endorsement listed below.

Named Insured and Mailing Address

GREATER FLINT HEALTH COALITION
120 W 1ST ST
FLINT MI 48502-1323

An Additional Interest is included in all or part of the following.

Liability Coverage Limits

	<u>Limit of Insurance</u>
Liability and Medical Expenses	\$ 1,000,000
Personal and Advertising Injury	INCLUDED
Medical Expenses (Per Person)	\$ 10,000
Damage to Premises Rented to You (Each Occurrence)	\$ 50,000
Other than Products-Completed Operations Aggregate Limit	\$ 2,000,000
Products-Completed Operations Aggregate Limit	\$ 2,000,000

Applicable Additional Insured Endorsement

Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization (BP 04 50)
Location(s) of Covered Operations:
All Locations

Additional Insured Name

GENESEE COUNTY HEALTH DEPARTMENT

PL4ZZA00600027 - 00027010230400

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES
OR CONTRACTORS - SCHEDULED PERSON
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section II - Liability is amended as follows:

A. The following is added to Paragraph C. Who Is An Insured:

3. Any person(s) or organization(s) shown in the Declarations is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph D. Liability And Medical Expenses Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.



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Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2025-1552

Agenda Date: 5/7/2025

Agenda #: 2.

To: Charles Winfrey, Human Services Committee Chairperson

From: Pamela Coleman, GCCARD Director

RE: 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

BOARD ACTION REQUESTED:

The Genesee County Community Action Resource Department (GCCARD) requests authorization from this committee to accept the Fiscal Year 2025 (FY25) round two contract amendment between Valley Area Agency on Aging (VAAA) and the GCCARD Nutrition Services Program, with a recommendation of approval by the full Genesee County Board of Commissioners at their next regularly scheduled meeting.

BACKGROUND:

GCCARD has received notification from the Bureau of Aging, Community Living, and Supports (ACLS Bureau) of the State of Michigan through VAAA of a round two contract amendment which increases funding for the FY25 Home Delivered and Congregate Meal programs.

DISCUSSION:

GCCARD is submitting a request for acceptance of the increase in funding for the Home Delivered and Congregate Meal programs to reflect the round two changes for FY25: Home Delivered Meal Program funding will increase from \$715,232 to \$806,959. Congregate Meal Program funding will increase from \$217,794 to \$234,967.

IMPACT ON HUMAN RESOURCES:

There will be no impact on Human Resources with this request.

IMPACT ON BUDGET:

There will be a total increase of \$108,900 on the budget for both meal programs with this request. The new total contract award is \$1,041,926 for FY25. A budget amendment was included in a separate request.

IMPACT ON FACILITIES:

There will be no impact on Facilities and Operations with this request.

IMPACT ON TECHNOLOGY:

There will be no impact on Information Technology with this request.

CONFORMITY TO COUNTY PRIORITIES:

This memorandum conforms to Genesee County's priorities of Healthy, Livable, and Safe Communities and Long-Term Financial Stability by ensuring that partnerships with local organizations, senior centers, and living communities provide nutritious meals to seniors across Genesee County remain fruitful and programs run efficiently and transparently.

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 an increase to the Fiscal Year 2025 Older Americans Act contract between Genesee County and the Valley Area Agency on Aging (VAAA) to fund the Home Delivered and Congregate Meal programs for a new total award amount of \$1,041,926.00 for the period commencing October 1, 2024, through September 30, 2025, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the May 7, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute any necessary documents on behalf of Genesee County.

VALLEY AREA AGENCY ON AGING

NOTIFICATION OF CONTRACT AWARD

\$ **1,041,926 - Round 2**

PROJECT IDENTIFICATION NUMBER

GCCARD - 2025

TYPE OF CONTRACT OR ACTION

- ☐ New
- ☐ Renewal
- ☒ Revision/Supplement to contract
- ☐ Reinstatement of suspended project
- ☐ Reinstatement of terminated project
- ☐ Not Applicable

PROJECT YEAR OF THIS CONTRACT

FY - 2025

INCORPORATION STATUS

Public

TAX ID # 38-6004849

FISCAL YEAR FROM WHICH FUNDS AWARDED

FY 2025

APPROVED PROJECT PERIOD

FROM: 10/1/2024 TO: 9/30/2025

SUBCONTRACTOR

NAME: Genesee County Community Action
Resource Department

ADDRESS: 2727 Lippincott Blvd.
Flint MI 48507

PHONE: (810) 235-3567

SUBGRANTEE

NAME: Valley Area Agency on Aging

ADDRESS: 225 E Fifth Street, Suite 200
Flint MI 48502

PHONE: (810) 239-7671

SERVICE AREA ☒ Genesee County ☐ Lapeer County ☐ Shiawassee County

CONTRACT SUMMARY

	Service Category
1	Congregate Meals (includes <i>estimated</i> NSIP)
2	Home Delivered Meals (includes <i>estimated</i> NSIP)

Amount	Clients	Units
\$234,967	752	30,085
\$806,959	686	129,113

COMPUTATION OF CONTRACT

Services	Congregate Meals	Home Delivered Meals			
VAAA Share	\$203,460	\$727,000			
NSIP (<i>estimated</i>)	31,507	79,959			
Required Local Match	Cash	60,108	16,258		
	In-Kind	58,741	201,739		
Estimated Program Income					
Total	\$353,816	\$1,024,956			
Other Resources	0	0			

IN ADDITION TO THE CONDITIONS CONTAINED ON THE FIRST PAGE OF THIS AGREEMENT, FOLLOWING CONDITIONS SHALL APPLY TO THIS CONTRACT:

- Unless revised, the amount in "VAAA Share", "COMPUTATION OF CONTRACT," will constitute a ceiling for the Area Agency on Aging participation in the approved cost.
- The AAA share of APPROVED COST is earned only when the cost is accrued and the non-federal share of the cost has been contributed. The receipt of AAA funds (either through advance or reimbursement) does not constitute earning of these funds.

3. If the actual cost is less than the amount in “Total,” “COMPUTATION OF CONTRACT,” the AAA and non-federal shares will be:

AAA Federal/State: 80% Local: 20%

4. Assuming satisfactory progress, adequate justification, and the availability of funds, the AAA share will meet:

\$ 933,026

5. Funds herein awarded will remain available during the length of the project period unless State/Federal funding to AAA is modified.

6. Other conditions: Program Income must be used to supplement the nutrition programs. GCCARI shall report all program income to VAAA and how the income was used to Supplement the nutrition programs.

VALLEY AREA AGENCY ON AGING

CONTRACT

THIS CONTRACT, entered into on this 1st day of October, 2024 by the Valley Area Agency on Aging (herein after referred to as "VAAA", located in Flint Michigan

And

Genesee County Community Resource Department
(hereinafter referred to as "SUBCONTRACTOR")

STATES AND WITNESSES THAT:

WHEREAS, VAAA has entered into a contract with the Bureau of Aging, Community Living, and Supports(ACLS BUREAU) of the State of Michigan for a grant for the planning and development of regional services to the aging within the counties of Genesee, Lapeer and Shiawassee, pursuant to Title III of the Older Americans Act of 1965, and Amendments of 1970, 1973, 1975 and 1978; and

WHEREAS, VAAA has accepted the Application for Project Contract Subcontractor to provide services to the aging in the target area(s) of: GCCARD -2025 Submitted by the Genesee, Lapeer & Shiawassee County.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES

Subcontractor agrees to perform in a manner satisfactory to the Valley Area Agency on Aging those services set forth in, including client eligibility, and abide by the specifications of, the Operational Guidelines & Standards. (Attachment A).

The Subcontractor will serve a minimum of:

<i>Service</i>	<i>Unduplicated Clients</i>	<i>Units of Service</i>
Congregate Meals	482	17,631
Home Delivered Meals	786	114,437

<i>Service</i>	<i>Low-Income Seniors</i>	<i>Minority Seniors</i>	<i>Frail/Disabled Seniors</i>
Congregate Meals	80	101	160
Home Delivered Meals	130	165	261

2. TIME OF PERFORMANCE

A Subcontractor agrees to begin provision of services on 10/01/2024 and to continue to provide services until 09/30/2025 .

B The Project Period for which the Subcontractor shall be eligible to receive funds from VAAA is from 10/01/2024 to 09/30/2025 .

3. PROBATION, SUSPENSION, OR TERMINATION

A Probation

- 1 When a subcontractor has failed to comply with the terms of a contract, VAAA may place the subcontractor operations on probation, in whole or in part.

- 2 VAAA may commence probation upon the Subcontractor's receipt of written notice of violations cited by VAAA.
- 3 The notice of probation shall contain reasons for probation, any corrective action required of the Subcontractor, the effective date, and must note the right of the Subcontractor to appeal the decision.
- 4 During the probationary period, the Subcontractor will receive reimbursement for expenses incurred as part of the contract.
- 5 If, during the probationary time frame, the Subcontractor does not comply with the corrective actions, suspension or termination may be elected.

B Contract Suspension

- 1 When a Subcontractor has failed to comply with the terms of the contract, VAAA may suspend support for the Subcontractor operations, in whole or in part. Support for any part shall automatically be terminated when it has been suspended for more than ninety (90) days.
- 2 To suspend Subcontractor operations, VAAA must notify the Subcontractor in writing of the action being taken, the reason(s) for such action, the effective date, and the conditions of the suspension. This notice must be given at least ten (10) days prior to the effective date of the suspension and must note the right of the subcontractor to appeal such decision.
- 3 Under extreme conditions (danger to older persons or improper use of funds), immediate notice of suspension may be given.
- 4 New obligations incurred by the Subcontractor during the suspension period will not be allowed unless VAAA expressly authorizes them in the notice of suspension or an amendment to it. Necessary and otherwise allowable costs which the Subcontractor could not reasonably avoid during the suspension period will be allowed if they result from obligations properly incurred by the Subcontractor before the effective date of the suspension and not in anticipation of suspension or termination.
- 5 In suspending contract operations, VAAA shall determine the amount of unearned funds the Subcontractor has on hand, anticipated length of suspension, the extent of operations suspended, and the amount of the fund balance on hand to determine whether VAAA should require the balance to be returned.
- 6 VAAA may reinstate the suspended contract operations if it determines conditions warrant such action. Such reinstatement shall be made by issuance of a new statement of award.
- 7 VAAA financial participation in reinstated contract operations may resume immediately upon reinstatement, but not for any costs incurred for those contract operations while they were suspended. The obligational authority unearned at the time of suspension may again become available for earning at previously-established matching ratio, unless VAAA reduces the amount of the contract.

C Contract Termination

- 1 For adequate cause, VAAA may terminate support for a contract prior to the end of an approved Project Period. Examples of cause for which the area agency may wish to terminate support are:
 - a. Availability of funds;
 - b. Subcontractor violates conditions under which the contract was approved;
 - c. Program performance is inadequate, as documented through the monitoring of visits;
 - d. Other resources are unavailable;
 - e. Assessment findings are inadequate for two (2) semi-annual assessments; and

- f. Suspension for more than three (3) consecutive months.
- 2 To terminate funding of a contract, VAAA must notify the Subcontractor in writing at least thirty (30) days prior to the effective date of termination and the reasons for such action. This notice must specify any reports to be completed, the right of the Subcontractor to appeal, and the procedures to be followed for the appeal.
 - 3 Under extreme conditions, immediate termination may be completed (e.g., gross negligence, misappropriation of funds, etc., are considered extreme conditions.)
 - 4 When financial support of a contract terminates on completion of the approved project period or earlier, the Subcontractor shall complete and submit a final project and financial report to VAAA by the date established by VAAA pursuant to the Subcontractor.
 - 5 When a contract is terminated or completed, equipment and supplies purchased with budget funds must be disposed of, in accordance with procedures prescribed by 45 CFT, Part 74, Subpart O (74.139). Any funds realized from the sale of such equipment or supplies is an adjustment to the projected cost.
 - 6 The Subcontractor may terminate the contract upon thirty (30) days written notice to VAAA at any time prior to the completion of the contract for adequate cause.
 - a. When the contract is concluded or terminated, the Subcontractor shall provide VAAA, within thirty (30) days after the conclusion or termination, with all financial, performance, and other reports required as a condition of the contract. VAAA shall make payments to the Subcontractor for allowable reimbursable costs not covered by the previous payments. The Subcontractor shall immediately refund to VAAA any payments or funds advanced to the Subcontractor in excess of allowable reimbursable expenditures.
 - b. The Subcontractor shall notify VAAA in writing if its intent to pursue a claim against VAAA for breach of any terms of the contract. No suit may be commenced by the Subcontractor for breach of the contract prior to the expiration of sixty (60) days from the date of such notification. Within this sixty (60) day period, the Subcontractor, at the request of VAAA, must meet with the Director of VAAA for the purpose of attempting resolution of the dispute.

D Opportunity for Hearings

In the event of contract probation, suspension, or termination, the Subcontractor may utilize the VAAA appeal hearing process. If the VAAA appeal hearing process has been completed, with the decision rendered in writing, Subcontractor may appeal the VAAA decision to ACLS BUREAU within thirty (30) days of receiving the written notification.

- 1 Appeal Procedure. Any party having the right to appeal shall submit a written request to appeal to the Director, Bureau of Aging, Community Living, and Supports(ACLS BUREAU), within 10 calendar days of receiving the written notice of adverse action by a grantee or arbitration. An appellant who receives an adverse ruling by an area agency policy board may appeal to arbitration or appeal directly to the state commission. Such appeal applications must certify that the appealing body has the endorsement of the governing body of the officially recognized entity. Included in the request will be a statement of the basis of the appeal in sufficient detail to permit an appropriate analysis. Failure to submit sufficient and relevant information or data could result in a decision by the Commission which is adverse to the appellant. The Director of ACLS BUREAU may recommend denial of a request under any of the following circumstances:
 - a. The request was not submitted within the time allowed.
 - b. The request was withdrawn by the appellant through written notice.
 - c. The Bureau of Aging, Community Living, and Supports(ACLS BUREAU) has determined that it lacks jurisdiction over the issue.
 - d. The appellant does not have the right to appeal.

Written notice shall be given to the appellant, by the Director of ACLS BUREAU, stating the reasons for denial

of the request, within 14 calendar days of the receipt of the appeal.

- 2 Upon receiving a recommendation from the Director to grant an appeal hearing, the Chairperson of the Michigan Commission on Services to the Aging shall appoint a panel to hear the appeal. The panel shall consist of no less than three (3) and no more than five (5) members. Panel members shall be selected from one or a combination of the following categories [see Rule 309(5)].
 - a. Commission members who are disinterested parties.
 - b. State Advisory Council members who are disinterested parties as defined in the Older Americans Act, P.A. 180, Section 4(2).
- 3 A hearing shall be scheduled no later than 30 calendar days after the request was received by the Bureau of Aging, Community Living, and Supports(ACLS BUREAU). A notice of hearing shall be mailed to the parties not less than 14 calendar days before the hearing date. This notice shall include:
 - a. Date, time and place of hearing.
 - b. Statement of issue being heard.
 - c. Request for submission of relevant information deemed necessary by the Commission.
 - d. Rules of conduct for the hearing.
 - e. Rights of the party.
- 4 The Michigan Commission on Services to the Aging may dismiss an appeal under any of the following circumstances:
 - a. The request is withdrawn by the appellant through written notice before a final decision is issued.
 - b. The appellant fails to appear, or to be represented, at the scheduled hearing without a request for delay or postponement.

Written notice will be given by the Director to the appellant stating the reasons for dismissal.

- 5 During the hearing procedures, the parties shall be given an opportunity to present oral and written arguments on pertinent issues, to bring witnesses, to present evidence, and to question any testimony or evidence including cross-examination of witnesses.
- 6 Upon completion of the hearing, the Hearings Panel will develop a written finding of facts and recommendations to be presented to the Michigan Commission on Services to the Aging (MCSA) at its next regularly-scheduled meeting. The MCSA will make the final decision regarding the appeal. A decision will be rendered within 60 days of completion of the hearing.
- 7 Written notice of the decision will be provided to all parties, by the Director, within seven (7) calendar days of Commission action regarding the decision.
- 8 Decisions made by the Commission on Services to the Aging, in accordance with this procedure, shall be the final agency decision.
- 9 Appeals Beyond Commission Action. The appellant may elect to file suit in a Circuit Court if the requested relief has not been granted through the above administrative appeal process [Rule 615(b).]

4. CONTRACT AMENDMENTS

- A This contract contains all terms and conditions agreed upon by the parties; no other understanding, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or bind any of the parties hereto.
- B Material changes which substantially affect the character of this contract shall be subject to approval of the Valley Area Agency on Aging. Such substantive changes shall include:

- 1 Significant changes in the project objectives, including projections of clients or units;
 - 2 Any addition of a new service category or deletion of an existing service category;
 - 3 A change in the cost-sharing ratio or a change in the type of match;
 - 4 A change in the project period and budget year dates;
 - 5 A budget transfer of more than twenty (20) percent or \$1,000, whichever is greater, from any single approved service category;
 - 6 Supplemental awards; and/or
 - 7 Other changes, as specified by VAAA policy.
- C If, for any cause, alterations or changes take place in the rules, regulations, laws, or policies to which VAAA must comply, or if there is any termination or reduction in the allocation funds provided to VAAA, the VAAA shall have the right to terminate or reduce the amount paid to the Subcontractor. Termination or reduction in the amount to be paid shall take effect immediately upon receipt of written notice to the Subcontractor, unless a different effective date is specified in the notice. A copy of policy, law, rule and regulation changes shall be provided to the Subcontractor upon request.
- D Minor administration revisions made for the purpose of facilitating implementation of the project shall not require approval of the VAAA; however, Subcontractor agrees to submit such proposed revisions to VAAA with necessary justification and documentation. Requests for budget line item transfers within a service category, or a budget transfer of less than twenty (20) percent, or \$1,000, whichever is greater, in a service category should be viewed as administrative revisions, and VAAA shall be notified.

5. **REPORTS AND INFORMATION**

- A **Fiscal Records.** Subcontractor agrees to keep all necessary accounting records, journals, ledgers, etc., as may be required for the accurate accounting of all monies received and disbursed by it, as well as all matching local and in-kind funds received by it. It is understood and agreed by the Subcontractor that these records may be inspected and audited at any time VAAA deems necessary, in accordance with federal laws and regulations.
- B **Program Records.** Subcontractor agrees to keep accurate records of all services performed in accordance with the requirements of VAAA and to use such forms and systems as VAAA may specify for the accurate and efficient performance and accounting of services and the assimilation of essential data and to make available to VAAA such records and reports as may be required by VAAA.
- C **Examination and Maintenance of Records.** The Subcontractor shall permit VAAA, ACLS BUREAU, AoA, the Department of Health and Human Services, the Comptroller General of the United States, or any of their authorized agents access to any books, documents, papers or other records of the Subcontractor which are pertinent to the contract, in order to make audit examination, excerpts or transcripts so long as such is in conformity with the Privacy Act of 1974.
- 1 Access shall also be granted to the facilities being utilized at any reasonable time to observe the operation of the program. The Subcontractor shall retain all books, records, or other documents relevant to the contract for three (3) years after final payment, at Subcontractor's cost, and federal auditors and any persons duly authorized by VAAA shall have full access to and the right to examine and audit any of the material during this period. If an audit is initiated prior to the expiration of the three (3) year period and extends past that period, all documents shall be maintained until the audit is completed. VAAA shall provide findings and recommendations of audits to the Subcontractor.

- 2 VAAA shall adjust future payments or final payment if the findings of the audit indicate overpayment to the Subcontractor in the period prior to the audit. If payments are due and owing VAAA, the Subcontractor shall immediately refund all amounts which may be due VAAA. If a contract is terminated, and after final payment and audit, the Subcontractor received overpayment, the Subcontractor shall immediately refund all amounts due VAAA.

D Subcontractor agrees to deliver to VAAA reports which shall include, but not be limited to:

- 1 A project **monthly report**, completed and delivered to VAAA staff by the tenth (10th) calendar day of each month, which shall contain output measure data and other monthly information requested for the preceding calendar month. The specific information to be given and format to be used shall be determined by VAAA staff. VAAA staff shall have the right to modify the specific information requirements and/or format as long as such modifications are reasonably within the scope of the project and the contracted cost base and as long as the Subcontractor is notified one (1) month in advance of the due date of the reports.
- 2 A project **quarterly report**, completed and delivered to VAAA staff within ten (10) days following the last day of each quarter. The specific information to be given and format to be used shall be determined by VAAA staff. VAAA staff shall have the right to modify the specific information requirements and/or format as long as such modifications are reasonably within the scope of the project and the contracted cost base and as long as the Subcontractor is notified one (1) month in advance of the due date of the reports.
- 3 A **cash request**, constructed and delivered to VAAA staff by the tenth (10th) calendar day of each month.
- 4 A quarterly **financial report**, constructed and delivered to VAAA staff by the tenth (10th) calendar day following the last day of each quarter.
- 5 The following information, at a minimum, shall be available for the assessment reports prepared by VAAA staff:
 - a. A description of significant project activities, problems and results during the preceding quarter.
 - b. A description of the extent of the involvement of senior citizens in the administration and operation of the project and efforts undertaken to promote the project and increase senior citizen participation.
 - c. A description of any significant changes in the Subcontractor's organization, operating procedures, or coordination with other agencies that resulted from the project.
 - d. A statistical description of participation/beneficiary characteristics, including age, sex and race.
- 6 Any additional reports as deemed necessary by VAAA shall be made and submitted by Subcontractor upon request.

6. CONFIDENTIALITY

- A The use or disclosure of information concerning services, applicants, or recipients obtained in connection with the performance of this contract shall be restricted to purposes directly connected with the program implemented by this contract, as required by 1321.19(1) of the Privacy Act of 1974. The Subcontractor shall report client information to VAAA, and VAAA shall have access to the files, as necessary, to monitor and administer programs so long as access is in conformity with the Privacy Act of 1974.
- B Information about or obtained from an individual and in possession of the Subcontractor providing services to such an individual shall not be disclosed without the individual's informed written consent. Referrals to other agencies providing services must also have the individual's informed written consent.

7. WORKER'S COMPENSATION INSURANCE

- A The Subcontractor will provide worker's compensation insurance where the same is required, and shall accept full responsibility for payment of unemployment compensation premiums for worker's compensation and social security, as well as all income tax deductions and any other taxes on payroll deductions required by law for the employees who are performing services specified by this Agreement.

8. INSURANCE COVERAGE

- A Each program shall have sufficient insurance to indemnify loss of federal, state, and local resources due to casualty, fraud or employee theft. All buildings, equipment, supplies, and other property purchased in whole or in part with funds awarded by the Older Americans Act are to be covered with sufficient insurance to reimburse the program for the fair market value of the asset at the time of loss. The Subcontractor shall list VAAA to receive the certificate of insurance showing the limits of liability, policy dates and insurance carriers and any coverage changes directly from the insurance company. Please note: Failure to provide certificate will result in a reduction in payment to reimburse VAAA for General Liability and Worker's Compensation premiums. Failure to maintain continual insurance coverage for the term of the contract may be grounds for immediate termination of the contract.

The following insurances are REQUIRED:

- a. Worker's compensation
- b. Fidelity bonding (for persons handling cash)
- c. Auto Liability Insurance (for agency owned vehicles or those persons who use privately owned vehicles for agency business)
- d. Insurance to protect the contracted service provider from claims against or contracted service provider drivers and/or passengers,
- e. Public Officials Self-Insured Retention (minimum coverage amount: \$350,000 required with VAAA listed to receive insurance certificate and coverage changes directly from the insurance company)
- f. Personal Liability Insurance
- g. General liability VAAA listed to receive insurance certificate and coverage changes directly from the insurance company)

The following insurances are recommended for each contracted service provider:

- Insurance for Board members and officers,
- Umbrella liability; and
- Special multi-peril.

Subcontractors utilizing assignees or subcontractors to perform work must first obtain prior written approval from VAAA as required by Section 16(J) of this Agreement. Additional insurance waivers are needed if Subcontractor utilizes assignees or subcontractors. Subcontractors must ensure that assignees or subcontractors have the appropriate licensures, insurances and/or certificates. Failure to comply with any of these provisions may result in the termination of the contract.

9. ARBITRATION

A Covered Claims/Exclusive Procedure. Any and all disputes, controversies or claims arising out of or in connection with or relating to this Agreement or any breach or alleged breach thereof, and any claim that VAAA or SUBCONTRACTOR violated any state or federal statute, Michigan common law doctrine, or committed any tort with respect to this Agreement, shall be made in writing and mailed to the VAAA or SUBCONTRACTOR. However, this agreement to arbitrate does not apply to those matters subject to the hearing process outlined in Section 3 of this Agreement.

B Notice. Either party must provide notice to the other party within a reasonable period of time, but in no event

later than six (6) months from the date it should reasonably have been aware of the circumstances giving rise to the dispute, controversy, or claim. If the dispute involves a federal statutory claim, notice shall be given within the applicable statutory period of limitations. Notice shall be sent by certified mail to the address listed for each party on the first page of this Agreement, unless prior notice is provided, in writing, to submit such notices to a different address.

C Mediation. After notice to arbitrate is served, the parties agree to meet and make reasonable effort to resolve any such disputes, controversies, or claims informally. Such efforts must include mediation before either party may demand to schedule an arbitration hearing. If, despite reasonable effort by the parties, VAAA or SUBCONTRACTOR are unable to resolve the disputes, controversies, or claims, upon the request of the party involved, they may be submitted to and settled by arbitration in the State of Michigan in accordance with this provision.

D Representation, Discovery, and Subpoena Rights. Each party may be represented by an attorney or another representative of their choice. Each party may conduct pre-hearing discovery in the time and manner provided by the then-applicable Michigan Court Rules. Each party may subpoena witnesses and documents relevant to the dispute.

E Designation of Witnesses. The parties must exchange lists of witnesses, including any experts, and copies of all exhibits intended to be used at the arbitration hearing at least thirty (30) days before the arbitration hearing, or at a time to which the parties otherwise agree.

F Procedure. The parties shall mutually select a neutral arbitrator who is licensed to practice law in the State of Michigan. If the parties cannot reach an agreement, the arbitrator will be selected by the Genesee County Circuit Court. The arbitration hearing shall take place in or near Flint, Michigan. The arbitrator's decision will be final and conclusive. The arbitration will be held in accordance with the procedures adopted by the arbitrator. The arbitrator shall apply any applicable state or federal laws.

The arbitrator shall have no power to add to, subtract from, or alter the policies and procedures of the Employer, or other terms of the employment relationship, and shall render a written decision, within sixty (60) days after the conclusion of the arbitration hearing, setting forth findings of fact and conclusions of law only as to the claims or disputes at issue.

G Record Of Proceedings; Post-Hearing Brief. Either party, at its expense, may arrange for and pay the cost of a court reporter to provide a stenographic record of proceedings. Either party, upon request at the close of the hearing, may file a post-hearing brief, with the filing date being set by the arbitrator.

H Damages, Fees and Costs. This arbitration procedure does not waive or limit any statutory damages to which a party claims they are entitled. The parties shall share the costs of the arbitrator. Each party will post appropriate security for its portion of the arbitrator's fee, in an amount and manner determined by the arbitrator, ten (10) days before the first day of the hearing. Each party shall pay for its own costs and attorney's fees. However, if any party prevails on a statutory claim that entitles the prevailing party to attorney's fees, the arbitrator may award reasonable fees to the prevailing party.

I Award. An arbitrator's award pursuant to this agreement shall be final and conclusive upon the parties. The arbitrator's decision may be confirmed, vacated, or appealed, only as provided in the Michigan Uniform Arbitration Act.

J Severability. The invalidity of all or part of any Paragraph or Section of this Agreement shall not invalidate the remainder of this Agreement, or the remainder of any Paragraph or Section not invalidated, unless the elimination of such Paragraph or Section substantially defeats the intent and purpose of the parties.

K Law of Michigan. This Agreement shall be governed by and construed under the laws of Michigan.

10 EQUIPMENT PURCHASES AND TITLE

- A The Subcontractor agrees to conform to applicable provisions of Title III, Part B, of the Older Americans Act and Title 45 of the Code of Federal Regulations, Part 74, Administration of Grants, August 2, 1978 (Subpart O Property) in the acquisition, transfer, replacement, or disposition of real property, equipment, or supplies. Per Title 45 of the Code of Federal Regulations, Part 74, Administration of Grants, August 2, 1978, Subpart O, for items of equipment having a unit acquisition cost of \$1,000 or more, the granting agency shall have the right to require transfer of the equipment (including title) to the federal government. All equipment and literature used for the above funded programs shall be marked "Paid for with funding from Valley Area Agency on Aging (VAAA) and the Offices of Services to the Aging (ACLS BUREAU)".

11. LIMITS OF LIABILITY

- A All liability to third parties, loss or damage as a result of claims, demands, costs or judgments arising out of activities, such as direct service delivery and management decisions, to be carried out by the Subcontractor in the performance of this Contract, shall be the responsibility of the Subcontractor, and not the responsibility of the VAAA or ACLS BUREAU, if the liability, loss or damage is caused by, or arises out of, the action or failure to act on the part of the Subcontractor or anyone directly or indirectly employed by the Subcontractor, provided, however, that nothing herein shall be construed as a waiver of any governmental immunity by the Subcontractor or its employees as provided by statute or court decisions.
- B All liability of third parties, loss or damage as a result of claims, demands costs or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the VAAA and ACLS BUREAU in the performance of this Contract shall be the responsibility of the VAAA and ACLS BUREAU and not the responsibility of the Subcontractor if the liability, loss or damage is caused by, or arises out of, the action or failure to act on the part of any VAAA and ACLS BUREAU employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity.
- C In the event that liability to third parties, loss or damage arises as a result of activities conducted jointly by the Subcontractor and the VAAA and ACLS BUREAU in fulfillment of their responsibilities, under this Contract, such liability, loss or damage shall be borne by the Subcontractor and the VAAA and ACLS BUREAU in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the State of Michigan, its agencies, the VAAA and ACLS BUREAU or their employees, or the Subcontractor or its employees as provided by statute or court decisions.

12 COMPENSATION AND METHOD OF PAYMENT

A Compensation

- 1 VAAA agrees to pay the Subcontractor up to the amount of \$ 852,936
\$ 137,704 (One Hundred Thirty-Seven Thousand Seven Hundred Four Dollars – for Congregate Meals
\$ 715,232 (Seven Hundred Fifteen Thousand Two Hundred Thirty-Two Dollars – for Home Delivered Meals)

full and complete compensation, for the Subcontractor's costs and expenses incurred, as applicable, to provision of services under this contract, for the period of 10/01/2024 through 09/30/2025

- 2 Subcontractor agrees that VAAA may initiate fiscal audit and review at the end of the first three (3) month period of the term of this contract and at the end of each subsequent three (3) month period to determine actual project cost and effectiveness of services provided under this contract by Subcontractor. In the event such audit and review indicates irregularities, inequities, or failure to perform in accordance with this contract, this contract will become subject to renegotiation within ten (10) days after completion of audit and review.

- 3 VAAA will have the right to withhold funds or to void this contract in its entirety should Subcontractor be unable or unwilling to correct such irregularities, inequities or performance failures, as revealed by the audit and review upon its giving thirty (30) days written notice of its intention to do so.
- 4 It is further expressly understood and agreed that no sums paid by VAAA to Subcontractor under this contract will be used in any manner or to purchase any services or to satisfy any debts not specifically incurred as a result of services performed under this contract within the period this contract is in effect.
- 5 Donations and other income generated by the delivery of services shall be considered program income. Funds generated under program income are to be retained by the Subcontractor and used in accordance with the additive alternative. Under this alternative, all program income accrued by a Subcontractor is to be used for allowable costs of the project or program through which it was generated to increase or expand the services offered during the contractual period.
- 6 VAAA may suspend or terminate payment, in whole or in part, for cause by giving written notice to Subcontractor by registered mail, return receipt requested, at least ten (10) calendar days in advance of such suspension, specifying the reason or reasons therefore.
 - a. It is further understood and agreed that the Subcontractor shall receive compensation, as herein provided, for all work satisfactorily completed prior to the expiration date of the contract.
 - b. Cause for non-compensation may include any of the following:
 - 1 Ineffective or improper use of funds;
 - 2 Failure to comply with provisions or covenants or obligations of this contract;
 - 3 Submittal of reports to VAAA which are incorrect or incomplete in any material respect or failure to submit timely reports, as required under this contract; or
 - 4 If, for any reason, the carrying out of this contract is rendered improbable or nonfeasible, as determined by VAAA or the Bureau of Aging, Community Living, and Supports(ACLS BUREAU).

B Method of Payment

- 1 Complete, correct monthly cash request received by VAAA staff by the due date, the Subcontractor will be reimbursed for the amount of monies requested or the number of units served in the program operation during the preceding month. This will be done no later than thirty (30) days after the receipt of reports and sooner, if at all possible. The Valley Area Agency on Aging fiscal year begins October 1st and ends September 30th. Therefore, to receive payment for a current year's services, **ALL BILLING MUST BE SUBMITTED BY NOVEMBER 1st FOLLOWING THE END OF THE FISCAL YEAR, NO EXCEPTIONS.**
- 2 Where the Subcontractor has satisfied VAAA staff that it is financially unable to perform its obligations under the contract on a reimbursement basis, VAAA may permit such a Subcontractor to be compensated through the following advance payment method: Within ten (10) days after execution of the contract, the Subcontractor shall submit to VAAA staff a detailed forecast of expenses expected to occur in the first month. After the initial advance, all other payments will be made on reimbursement basis. Every expenditure transacted with said advance funds shall be documented in the same manner as is required by VAAA staff for release or disbursement of reimbursement funds. Such documentation shall be delivered to VAAA staff before any further requisition for advance funds shall be considered.
- 3 No money under this contract shall be disbursed except upon receipt of the monthly cash request and specifications of performance which shall include such information and documentation thereof as VAAA staff shall require and shall specifically satisfy those requirements set out in this contract and with regard to accounting and fiscal matters to the extent they may be applicable.

- 4 VAAA shall make all payments payable to the Subcontractor for deposit only to such bank account as the Subcontractor shall designate to VAAA staff prior to the payment of any sums to the Subcontractor under this contract.
- 5 VAAA shall maintain accurate and current records of the payments made and the sources of such payments.
- 6 The Subcontractor and VAAA shall be responsible for fiscal planning to detect over or underspending for implementation of reprogramming funds. Accurate fiscal reporting should coincide with the budget developed. The budget should be well planned so it can be used as a guide for spending.
- 7 Any funds received in excess of expenditures under the contract must be rebudgeted by the program, with VAAA approval. Such funds may be used either to expand the number of units of service to be provided or to enhance the provider's ability to operate under the contract. Final reimbursement for any fiscal year may be reduced to ensure compliance with this requirement. This provision is to support the intent of the Older Americans Act and the Michigan Nonprofit Corporation Act to have grant funds and program income be used for expansion of service operations. A nonprofit organization may earn profit under such a contract. However, revenue in excess of expenditures must be used by the organization to maintain or expand the service program.
- 8 Reprogramming will be considered by VAAA when underspending is at least ten (10) percent below the planned expenditures for the period.

C Maximum Compensation

- 1 It is expressly understood and agreed that in no event will the total amount be paid to Subcontractor by VAAA for all services to be performed under this contract budget exceed the maximum sum of \$ 852,936
- 2 The amount paid to Subcontractor by VAAA shall not exceed eighty percent (80%) of the total contract, which shall not include resources designated in the budget as "Other Resources."

13 AVAILABILITY OF FUNDS

VAAA's payment of funds for purposes of this contract is subject to and conditional upon the availability of funds for such purposes, being federal and/or state funds. VAAA may terminate this contract immediately upon written notice to the Subcontractor at any time prior to the completion of the terms of this contract if funding becomes available.

14 SEVERABILITY OF PROVISIONS

If any provision of this contract is held invalid, the remainder of this contract shall be unaffected thereby, if such remainder would then continue to conform to the terms and requirements of applicable laws.

15 NOTICES

Notices and communications under this contract shall be sent by First Class mail to VAAA, addressed to:
Valley Area Agency on Aging
225 E Fifth Street, Suite 200
Flint MI 48502

16 ASSURANCES

These assurances are required by the Bureau of Aging, Community Living, and Supports(ACLS BUREAU) to be a part of any and all Area Agency on Aging contracts.

A Environment

- 1 Site meets minimum standards of local building, fire and health departments.
- 2 Site is reasonably accessible to public transportation, if available.
- 3 Site is accessible and relatively free of both physical and psychological barriers.
- 4 Site has adequate space and equipment for the proposed program.
- 5 Facility is properly licensed, if a license is required, for the services offered by the site.
- 6 Subcontractor agrees to comply with the intent and purpose of Section 504 of the Rehabilitation Act of 1973 and the Federal Regulations (45CFT, Part 84), issued pursuant thereto. Subcontractor further agrees to comply with the Michigan Commission on Aging barrier-free policies and instructions issued pursuant by ACLS BUREAU.

B Sponsor Goals

- 1 The program and activities of the Subcontractor serve to lessen isolation of the elderly and to maintain their independence in the community.
- 2 Subcontractor shall utilize a standard client intake procedure approved by VAAA for all services established and maintained.
- 3 Subcontractor shall not use a means test to deny or limit services to older persons, unless specifically required by state law or federal legislation.
- 4 Subcontractor shall assume the responsibility for affording the opportunity to older persons to contribute all or part of the costs of services provided. Each older recipient shall determine, without coercion, what he or she is able to contribute toward the cost of the services.
 - a No older person shall be denied a service because of failure to contribute all or part of the cost of such services. Suggested contribution schedules shall in no case be used to determine the eligibility of Title III funded services.
 - b Subcontractor shall accept client contributions in such a way as to protect the privacy of each older person with respect to his/her contribution.
 - c The procedure utilized in the collection of contributions shall provide for the safe handling and accurate accounting of all funds. Subcontractor shall provide VAAA with a written statement on the procedure used.
- 5 Subcontractor shall have a grievance procedure established to address complaints of individual recipients.
- 6 The Subcontractor has a commitment to identify participant needs and establish linkages for delivery of needed services.
- 7 The Subcontractor will demonstrate effective planning for progressive program maintenance through its own resources.
- 8 Subcontractor must publicize services to all potential referral sources. Subcontractor shall ensure that referral agencies are provided with the minimum eligibility criteria per service to satisfactorily refer clients.

C Staffing

- 1 The Subcontractor is willing to employ staff who reflect the makeup of the primary service population.
- 2 The Subcontractor will not discriminate in its employment policies as to race, age, or sex, but will, as appropriate, reach out to employ people age 60+.
- 3 The Subcontractor will provide supervision for the proposed program, specify supervisory responsibilities, and the amount of time to be allocated to such responsibilities.
- 4 The Subcontractor's personnel policies are compatible with those of the local government and, where applicable, of the state, as well as federal government. Contractors which are local public agencies and have some or all of the responsibilities for planning, coordination, administration, and evaluation, shall apply the Merit System Standards (45 CFR, Part 70). These Contractors shall also comply with E.O. 11246, the Copeland Act, the Davis-Bacon Act, and/or the Contract Work Hours and Safety Standards Act.
- 5 Bilingual personnel must be available in areas where non-English or limited English-speaking persons constitute five percent (5%) of the senior population or number 1,000 seniors, whichever is less. Each program shall provide, or have access to, multi-lingual staff in order to interpret for persons with Limited English Proficiency (LEP) at no cost to the client, and shall translate written documents to reflect LEP as part of its overall language assistance program.

D Training

- 1 The Subcontractor will include its staff in appropriate orientation and training programs as given by VAAA.
- 2 The Subcontractor is willing to include staff of VAAA in its own orientation and training programs.

E Evaluation

- 1 The Subcontractor will assist VAAA in reporting and/or research requirements.
- 2 The Subcontractor will use those official forms required by VAAA to provide data on the proposed programs. Such data may include records of service provided, monies received from participants, attendance, etc.
- 3 The Subcontractor shall assist VAAA in conducting assessments of contract compliance and program progress.
- 4 The Subcontractor will allow inspection and audit of records to the supported program, in accordance with Federal and State regulations.
- 5 The Subcontractor shall conduct quality service reviews to ensure, at minimum, services are being delivered as ordered and to ensure participant satisfaction with the quality of services. Such reviews will be conducted on a semi- annual basis, at minimum. The subcontractor shall forward a report containing the results of said reviews to VAAA on a semi-annual basis.

F Inter-Agency Relations

- 1 The Subcontractor will not be in conflict with the stated goals and policies of VAAA.
- 2 The Subcontractor will maintain effective liaison with VAAA to ensure maximum benefits of the program to those aged with the greatest social economic need.
- 3 Subcontractor shall cooperate in the AAA's efforts to coordinate services among service providers.
- 4 The Subcontractor will permit designated staff of VAAA to participate ex-officio in Advisory Councils, community groups, and committees created for and specifically relating to the proposed program.

G Public Relations

- 1 The Subcontractor is willing to participate in program promotion through the various news and public information media and to utilize means of publicity most effective in reaching those in greatest economic and social need.
- 2 Any book, reports, pamphlets, papers, articles, films, slides, or other materials, based on activities specified herein shall contain an acknowledgement of support of funds through the Valley Area Agency on Aging, with the following statement, or one of similar substance: "This service is funded by the Valley Area Agency on Aging, under authority of Title III of the Older Americans Act and in compliance with Title VI of the Civil Rights Act."
- 3 VAAA, ACLS BUREAU and HHS reserve the option to receive, free of charge, up to three (3) copies of any publication published as part of the contract.
- 4 Where activities under the contract result in a book or other copyrighted material, the author is free to obtain a copyright, however, HHS, ACLS BUREAU and VAAA reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use, all such materials.

H Disclosure of Information

Subcontractor shall submit to VAAA all information that discloses names of persons with an ownership or controlling interest in the Subcontractor, part business transactions, and certain other disclosing entities. Further, the Subcontractor shall disclose whether any persons with an ownership or controlling interest in the Subcontractor have been convicted of a criminal offense, related to their involvement in any programs under Titles III, XVII, XIX, or XX of the Social Security Act since the inception of these programs. VAAA may immediately terminate this contract if the Subcontractor does not comply with these requirements.

I Compliance with Civil Rights, Other Laws

- 1 Each party to this Contract covenants that it will not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges or employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same nondiscrimination assurances from any subcontractor who may be used to carry out duties described in this Contract. Breach of this covenant shall be regarded as a material breach of this Contract.
- 2 Further, the Subcontractor shall comply with all other federal, state, or local laws, regulations, and standards, and any amendments hereto, as they may apply to the performance of the contract.
- 3 The Subcontractor shall not refuse to provide services for the reasons mentioned above.
- 4 Elderly members of the Native American tribes and organizations in the greatest economic or social need within the Subcontractor's service area will receive funded services equivalent to the services to be received by non-Native American elderly residents.
- 5 The Subcontractor shall ensure that no person over the age of 60 is denied participation in services on the grounds of race, color, or national origin, and shall otherwise ensure compliance with Title VI of the Civil Rights Act of 1964.
- 6 The Subcontractor shall clearly post signs at locations where services are delivered, in English and other languages, as may be appropriate, indicating non-discrimination in hiring, employment practices, and provision of services.

- 7 Subcontractor certifies that it is not suspended or debarred nor are its principals suspended or debarred from Federal Procurement or Non-procurement Programs.

J Subcontracts

- 1 The Subcontractor shall not assign the contract or enter into subcontracts to the contract with additional parties without obtaining prior written approval of VAAA.
- 2 Assignees or subcontractors shall be subject to all conditions and provisions of the contract.
- 3 The Subcontractor shall be responsible for the performance of all employees, agents, assignees and subcontractors; however, VAAA shall be able to monitor and assess.

Genesee County Community Resource Department

Provider Agency

The Provider Agency which receives funds from the Michigan Department of Community Health, provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts, or other Federal financial assistance from the Department of Health and Human Services.

THE PROVIDER AGENCY HEREBY AGREES THAT IT WILL COMPLY WITH:

- 1 Title VI of the Civil Rights Act of 1964 (Pub. L.88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Provider Agency receives Federal financial assistance from the Department.
- 2 Section 504 of the Rehabilitation Act of 1973 (Pub.L.93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Provider Agency receives Federal financial assistance from the Department.
- 3 Title IX of the Educational Amendments of 1972 (Pub.L.92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services, (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Provider Agency receives Federal financial assistance from the Department.
- 4 The Age Discrimination Act of 1975 (Pub.L.94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Provider Agency receives Federal financial assistance from the Department.

The Provider Agency agrees that compliance with this assurance constitutes a condition of continued receipt of Federal Financial assistance, and that it is binding upon the Provider Agency, its successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Provider Agency by the Department, this assurance shall obligate the Provider Agency, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Provider Agency for the period during which it retains ownership or possession of the property. The Provider Agency further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

The person or persons whose signature(s) appear(s) on the signature page is/are authorized to sign this assurance, and commit the Provider Agency to the above provisions. Form
HHS-690(05/97)

Attachment A

Business Associate Agreement

Recital of Defined Terms

“Business Associate” shall mean “VAAA,” as identified in the initial page of this Contract.

“Privacy Rule” shall mean the standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

“Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR 164.501, limited to the information created or received by Business Associate from on behalf of the Department.

“Required by Law” shall have the same meaning as the term “required by law” in 45 CFR 164.501.

“The Department” shall mean “Subcontractor,” as identified in the initial page of this Contract.

Whereas, Business Associate may have access, in the course of administering this Contract, to records that contain individually identifiable protected health information (“PHI”) as defined by §164.501 of the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 through 164.

Whereas, The Department, in order to meet its obligations to comply with the privacy and security regulations promulgated under Title II, Subtitle F, §§ 261-264 of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the administrative regulations issued by the Department of Health and Human Services (“DHHS”) as found in 45 C.F.R. Parts 160 through 164 (hereafter the Privacy Rule) seeks reasonable assurances from Business Associate that Business Associate will implement and/or maintain reasonable and appropriate administrative, technical and physical safeguards to ensure the integrity and confidentiality of all protected health information it receives or possesses from the Department.

Whereas, Business Associate, in order to meet the Department’s HIPAA and Privacy Rule requirements, agrees to and will provide such reasonable assurances and further asserts that it has or will implement and/or maintain reasonable and appropriate administrative, technical and physical safeguards to ensure the integrity and confidentiality of all protected health information that it receives or possesses from the Department.

Whereas, Business Associate further agrees to and will protect all protected health information against reasonably anticipated threats or hazards to the security or integrity of the information and unauthorized uses or disclosures of the information.

NOW, THEREFORE, the parties agree as follows:

- 1 BUSINESS ASSOCIATE does hereby assure the Department that BUSINESS ASSOCIATE will appropriately safeguard protected health information made available to or obtained by BUSINESS ASSOCIATE.
- 2 In implementation of such assurance and without limiting the obligations of BUSINESS ASSOCIATE otherwise set forth in this Agreement or imposed by applicable law, BUSINESS ASSOCIATE hereby agrees to comply with applicable requirements of law relating to protected health information and with respect to any task or other activity that BUSINESS ASSOCIATE performs on behalf of the Department to the extent the Department would be required to comply with such requirements.
- 3 The agreement of BUSINESS ASSOCIATE set forth in items 1 and 2 above, and the additional provisions relating to permitted and required uses and disclosures thereof that shall be from time to time provided to BUSINESS ASSOCIATE by the Department in accordance with applicable law constitute a contract between the Department and BUSINESS ASSOCIATE establishing the permitted and required uses and disclosures of such protected health information by BUSINESS ASSOCIATE.

- 4 In amplification and not in limitation of the provisions of this Agreement, including this Section of this Agreement, BUSINESS ASSOCIATE agrees that it will:
- a Not use or further disclose such information other than as permitted or required by this Agreement.
 - b Not, except as necessary for the proper management and administration of the BUSINESS ASSOCIATE and for the performance of BUSINESS ASSOCIATE'S duties under this Agreement use, reproduce, disclose, or provide to third parties any confidential documents or information relating to the Department or patients of the Department, without the prior written consent or authorization of the Department or of the Department's patients. If BUSINESS ASSOCIATE uses such information for the purposes set forth above, it will do so only if the disclosure is required by law or if BUSINESS ASSOCIATE obtains reasonable assurances from the person(s) to whom the information is disclosed that the information disclosed will be held in confidence and will be use for further disclosed only as required by law or for the purpose for which BUSINESS ASSOCIATE disclosed it to the person(s). BUSINESS ASSOCIATE shall also ensure that the person(s) to whom BUSINESS ASSOCIATE so discloses information notifies the Department of any instances of breach of confidentiality of which such person is aware.
- 5 BUSINESS ASSOCIATE shall ensure that its personnel, employees, affiliates and agents maintain the confidentiality of patient health information and business information of the Department. BUSINESS ASSOCIATE shall secure confidentiality agreements from its personnel on forms approved by the Department and shall provide such agreements to the Department upon request.
- 6 BUSINESS ASSOCIATE shall not use or further disclose the information in a manner that would violate the requirements of applicable law if done by the Department.
- a Except as otherwise limited in this Agreement, BUSINESS ASSOCIATE may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Health Department, as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by the Department or the minimum necessary policies and procedures of the Department.
- 7 BUSINESS ASSOCIATE shall use appropriate safeguards to prevent use or disclosure of such information other than as provided for by this Agreement.
- 8 BUSINESS ASSOCIATE shall report to the Department any use or disclosure of such information not provided for by this Agreement of which BUSINESS ASSOCIATE becomes aware.
- 9 BUSINESS ASSOCIATE shall ensure that any subcontractors or agents to whom BUSINESS ASSOCIATE provides protected health information received from the Department agree to the same restrictions and conditions that apply to BUSINESS ASSOCIATE with respect to such information. BUSINESS ASSOCIATE shall provide copies of such agreements to the Department upon request.
- 10 BUSINESS ASSOCIATE shall make available protected health information in accordance with applicable law.
- 11 BUSINESS ASSOCIATE shall provide individuals who are the subject of protected health information received from the Department their rights as made applicable to business associates of covered entities.
- 12 BUSINESS ASSOCIATE shall maintain standard records pursuant to this agreement and to provide such records and other necessary information to the Department as may be requested or required in writing and as permitted by law. BUSINESS ASSOCIATE agrees that all records kept in connection with this Agreement are subject to review and audit by the Department upon reasonable notice and written request by the Department.
- 13 Make BUSINESS ASSOCIATE'S internal practices, books, and records relating to the use and disclosure of protected health information received from the Department available to the Secretary of DHHS for purposes of determining the Department's compliance with applicable law (in all events, BUSINESS ASSOCIATE shall immediately notify the Department upon receipt by BUSINESS ASSOCIATE of any such request and shall provide the Department copies of any such materials.)

- 14 Upon termination of this Agreement by either party for any reason, BUSINESS ASSOCIATE shall return or destroy all protected health information received from the Department that BUSINESS ASSOCIATE still maintains in any form and all copies thereof, shall retain no copies of such information, and shall remain obligated not to use, disclose, or provide such information to third parties unless and until otherwise required to do so by law.
- 15 BUSINESS ASSOCIATE shall incorporate any amendments or corrections to protected health information when notified pursuant to applicable law.
- 16 BUSINESS ASSOCIATE agrees to indemnify, defend, and hold harmless the Department, its Board of Directors, officers, agents, employees, and personnel ("Indemnified Party") from and against any and all claims, demands, suits, losses, causes of action, or liability that the Indemnified Party may sustain as a result of the BUSINESS ASSOCIATE'S breach of its duties or the indemnifying party's errors or omissions within the terms of this Agreement or vicarious liability of the Department for any act or conduct of the BUSINESS ASSOCIATE adjudged to constitute fraud, misrepresentation, or violation of any law, including violation of any statute or regulation applicable to the conduct of the BUSINESS ASSOCIATE provided pursuant to this Agreement. This indemnification shall include reasonable expenses, including attorney's fees incurred by defending such claims and damages incurred by reason of the indemnifying party's failure to comply with applicable laws, ordinances, and regulations or for damages caused by the indemnifying party.
- 17 Without limiting the rights and remedies of the Department elsewhere set forth in this Agreement or available under applicable law, the Department may terminate this Agreement without penalty or recourse to the Department if the Department determines that BUSINESS ASSOCIATE has violated a material term of the provisions of this Agreement.
- 18 BUSINESS ASSOCIATE agrees that this Agreement may be amended from time to time by the Department if and to the extent required by the provisions of 42 U.S.C. 1171 *et seq.* enacted by the HIPAA and regulations promulgated thereunder in order to assure that this Agreement is consistent therewith.
- 19 In the event of an inconsistency between the provisions of this Agreement and the mandatory provisions of HIPAA and the Privacy Rule, as amended, HIPAA and the Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA and the Privacy Rule, but are none the less permitted by HIPAA and the Privacy Rule, the provisions of this Agreement shall control.

SIGNATURE PAGE
for

OLDER AMERICANS ACT CONTRACT
Between

VALLEY AREA AGENCY ON AGING
And

AGENCY NAME: Genesee County Community Action Resource
Department - Round 2

This Older Americans Act Contract covers fiscal year 2025. This contract covers the period of October 1, 2024 through September 30, 2025.

This Older Americans Act Contract becomes valid upon approval by the VALLEY AREA AGENCY ON AGING PRESIDENT/CEO.

This Older Americans Act Contract Signature Page **MUST** be filled and signed by the AUTHORIZED AGENCY REPRESENTATIVE and the VAAA PRESIDENT/CEO.

The Signatories below acknowledge that they have reviewed the entire contract including all budgets, assurances and appendices/addendums which may apply and that the Signatories commit to all provisions and requirements as outlined in the contract.

Signature Section:

Authorized Signature Contracting Agency

Date

Title

VAAA President/CEO

Date

OLDER AMERICANS ACT CONTRACT DOCUMENTS REFERENCED BY THE SIGNATURE PAGE

Acceptance Signatures

- Notification of Contract Award; page 2
- Contract; page 17

Assurances

- Civil Rights Act of 1964; page 18

Addendums:

- Addendum A – Business Associate Agreement; page 21



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2025-1583

Agenda Date: 5/7/2025

Agenda #: 3.

To: Charles Winfrey, Human Services Committee Chairperson

From: Pamela Coleman, GCCARD Director

RE: 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 15 youth

BOARD ACTION REQUESTED:

The Genesee County Community Action Resource Department (GCCARD) requests authorization from this committee to accept a Memorandum of Understanding (MOU) between the Genesee Area Focus Fund (GAFF), Genesee Chamber Foundation (GCF), and Genesee County for the Summer Youth Initiative (SYI) program and expend awarded funds in an amount not to exceed \$30,792, with a recommendation of approval by the full Genesee County Board of Commissioners at their next regularly scheduled meeting.

BACKGROUND:

The SYI MOU between GAFF, GCF, and Genesee County will allow GCCARD to engage up to 15 teens in professional experiences and employment for Summer 2025.

DISCUSSION:

The SYI award in an amount not to exceed \$30,792 will be used to cover teens' wages as well as other employment costs.

IMPACT ON HUMAN RESOURCES:

Human Resources will aid GCCARD in the onboarding process of each teen.

IMPACT ON BUDGET:

Budget detail is attached. **No General Fund appropriation is required for this request.**

IMPACT ON FACILITIES:

There will be no impact on Facilities and Operations.

IMPACT ON TECHNOLOGY:

There will be no impact on Information Technology.

CONFORMITY TO COUNTY PRIORITIES:

This memorandum conforms to Genesee County's priority of Inclusive, Collaborative Culture, and

Community Growth by creating an opportunity for youth to gain experience from potential mentors in the workplace within GCCARD and Genesee County.

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 entering into a Memorandum of Understanding (MOU) between Genesee County and the Genesee Chamber Foundation (GCF) and Genesee Area Focus Fund (GAFF), whereby GCF will provide \$30,792 in funding to enable GCCARD to hire up to 15 teens and provide meaningful employment opportunities appropriate for teens for Summer 2025, through the Summer Youth Initiative (SYI) Program, said funding to be deposited into account 2764-696.00-674.029, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the May 7, 2025 meeting of the Human Services Committee of this Board), the Chairperson of this Board is authorized to execute the MOU on behalf of Genesee County, and the Chief Financial Officer is directed to record the attached budget amendment.

March 26, 2025

Pamela Coleman
5045 E. Stanley Rd
Flint, MI 48506

Dear Pamela,

The Genesee Area Focus Fund (GAFF) and Genesee Chamber Foundation (GCF) once again received strong proposals for the annual Summer Youth Initiative (SYI) program. We are pleased to share that the SYI Review Panel approved **Genesee County Community Action Resource Department** the 2025 program year according to the terms below and outlined in this proposal.

AMOUNT APPROVED:	
<ul style="list-style-type: none"> TEEN WAGES: \$30,792 	
# OF TEENS APPROVED:	
<ul style="list-style-type: none"> Up to 15 Teens <i>(15 teens x \$13/hr. x 24 hrs. per week x 6 weeks of employment. You may adjust hours worked per week and number of weeks worked within the dates listed below.)</i> 	
SYI FUNDS ARE TO BE USED AS FOLLOWS:	Payroll reimbursement for up to 15 teens at \$13/hour <i>(any hourly amount above this rate will not be reimbursed to your agency).</i>
TIME PERIOD FOR FUNDS TO BE USED:	May 19, 2025 – August 31, 2025 Note: <i>Extensions beyond this deadline will be handled on an individual basis and an Addendum will be added to this MOU.</i>

A Memorandum of Understanding (MOU) is attached to this letter. The MOU sets the basic principles and guidelines under which **Genesee County Community Action Resource Department**, GAFF and GCF will work together to provide a valuable, high-quality summer employment program for teens in our community. After reviewing the terms of the MOU, *your* signature will be requested and serve as acceptance of the proposed award listed above. If you have questions about the terms outlined above and/or in the MOU please contact Brianna Mosier bmosier@flintandgenesee.org or Dawn Bye dbye@flintandgenesee.org.

We look forward to partnering with you this summer to provide meaningful work experiences for youth in Flint and Genesee County.

Sincerely,

Brianna Mosier, Executive Director
Genesee Area Focus Fund and Genesee Chamber Foundation

MEMORANDUM OF UNDERSTANDING

Between Genesee Chamber Foundation (GCF), Genesee Ares Focus Fund (GAFF) Summer Youth Initiative (SYI) Program, and **Genesee County Community Action Resource Department** (Grantee).

Purpose: This Memorandum of Understanding (MOU) sets forth the basic principles and guidelines under which the parties will work together to provide a high-quality summer employment program.

Definitions:

- **Grantee** is the name of the legal entity that acts as fiducial agent.
- **Scope** is the age and number of teens to be hired to work in the summer program.
- **Term** is the length of time the summer program will operate.
- **Supervision/Primary Contact** is the person(s) who will manage the summer program.
- **Award** is the amount of the grant.

Mandated Components (Measurable):

- **GRANTEE** – Genesee County Community Action Resource Department
- **SCOPE** –
 - **Up to 15 Teens** (15 teens x \$13/hr. x 24 hrs. per week x 6 weeks of employment. You may adjust hours worked per week and number of weeks worked within the dates listed below.)
- **TERM** – Award must be spent between May 19, 2025 – August 31, 2025 (Note: extensions beyond this deadline will be handled on an individual basis and an Addendum will be added to this MOU)
- **SUPERVISION/PRIMARY CONTACT** – Monica Bullock mbullock@geneseecountymi.gov
-
- **AWARD** – \$30,792 for teen wages

GCF and GAFF Summer Youth Initiative (SYI) Responsibilities:

SYI seeks to ensure that the summer employment program results in successful outcomes. To assist the Grantee in achieving this goal, SYI will be responsible to:

1. Provide the TeenQuest pre-employment leadership training at no cost for any Genesee County teen, age 14-19 and in grades 9-12.
2. Provide SYI Applications to all teens that complete the TeenQuest program on an annual basis throughout their high school years.
3. Host the annual SYI Job Fair for the purpose of connecting SYI qualified applicants with SYI qualified employers for summer employment opportunities.
4. Host monthly employer meetings to share ideas, problem solve challenges, and prepare for upcoming program related events.
5. Coordinate the SYI Volunteer Service Day Wrap Up Celebration for all SYI teen employees.
6. Provide timely response to reimbursement requests from SYI employers in alignment with their award.
7. Conduct at least one site visit to observe teens on the job and overall program goals progression/success.
8. Assist SYI employers with any technical support on any aspect of the summer employment program.
9. Assist SYI employers with securing language and graphic standards through our Marketing and Communications staff for any and all communications acknowledging SYI support.

Grantee Responsibilities:

1. Attend the SYI Job Fair for the purpose of interviewing and hiring SYI qualified teens to work in the summer employment program.

2. Provide meaningful employment opportunities appropriate for teens and within the State of Michigan employment guidelines. *Important: Ensure that ALL teens 14-17 have a work permit on file at their worksite location.*
3. Provide adequate adult supervision to ensure a positive work environment.
4. Complete and submit all required documentation including but not limited to employee worksheet, workplace location(s), final report as well as any updates to these documents.
5. The Summer Youth Initiative is a reimbursement program, meaning that **as an agency incurs approved expenses against the total grant award, it is the agency's responsibility to submit a request for reimbursement. Requests are submitted** to the SYI Team at svi@flintandgenesee.org by the **15th day of the month following the end of a month**. For example, payroll for the month of June would be due to the SYI Program Manager by July 15th. The agency can request additional reimbursement requests if funding is required to meet payroll before the 15th of each month, however, if the requests are not received by the agency by the 15th of the month following the month end, then the agency may not receive reimbursement for that request. For example, an agency will be allowed to request reimbursement on the 1st and 15th of each month so that they are requesting 2 reimbursements per month but if they do not request any reimbursement for the entirety of one month until after the 15th of the following month then none of that month may be reimbursed. The request **must be submitted with the SYI Funds Request Form** (to be sent to all selected agencies) with all supporting documentation including timesheets, teen names, hours, and dates worked, **from a payroll system** (e.g., Paylocity, Quicken, or other payroll or accounting system). **Word or Excel documents will not be accepted** as the sole supporting documentation resource. If funds are neither expended, nor invoices received by the SYI Program Manager within thirty (30) days, no later than month ending September 30, 2025, funds will be de-obligated. This means that the allocated amount will be reduced by the amount not submitted for reimbursement.
6. Participate in the SYI Volunteer Service Day by coordinating a three (3) hour experience for your teen employees to participate in and attend the Volunteer Day and Summer Program Wrap Up Celebration with your teen employees to share their experience.
7. Facilitate the SYI site visit(s) with your program, providing information on the progress of your overall program goals.
8. Notify the GAFF and GCF Communications Team by contacting Sav Turbett at sturbett@flintandgenesee.org of any communication acknowledging SYI support. Use of Education & Talent or SYI logo must be reviewed by GAFF and GCF Marketing Team by emailing example to Amanda Blackburn at ablackburn@flintandgenesee.org.

Agreement Inclusiveness/Amendment

This agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. The GAFF and GFC shall, upon request by the Grantee and receipt of a proposed amendment, amend this Agreement, when required in the opinion of the Grantee, due to revision of Federal or State laws or regulations. If the GAFF and GFC refuses to sign such amendment within fifteen (15) days after receipt, this Agreement shall terminate upon such refusal. This agreement may otherwise be amended only by the written consent of all the parties hereto.

SIGNATURES:

Genesee Chamber Foundation (GCF), Genesee Ares Focus Fund (GAFF) Signature

Tim Herman, CEO

Date: _____

SYI Agency – Genesee County Community Action Resource Department (GCCARD)

Delrico Lloyd, Genesee County Board of Commissioners Chairman

Date: _____

DESCRIPTION:SYI Initiative

GL #	DESCRIPTION	Increase/(Decrease)
2764-696.00-674.029	LOCAL CONTRIBUTION	30,792.00
2764-696.00-704.000	SALARY TEMPORARY	\$26,848.00
2764-696.00-709.000	SOCIAL SECURITY	\$2,054.00
2764-696.00-729.000	WORKERS COMPENSATION	\$140.00
2764-696.00-730.000	UNEMPLOYMENT	\$52.00
2764-696.00-835.001	HEALTH SERVICES EMPLOYEES	\$1,148.00
2764-696.00-957.006	INTRAFUND EXPENSE	\$550.00

DESCRIPTION:SYI Initiative

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2764-696.00-730.000	UNEMPLOYMENT	\$52.00
2764-696.00-835.001	HEALTH SERVICES EMPLOYEES	\$1,148.00
2764-696.00-957.006	INTRAFUND EXPENSE	\$550.00

NONPROFIT RATE AGREEMENT

EIN: 38-3301514

Date: 04/28/2023

ORGANIZATION:

Greater Flint Health Coalition, Inc.

519 S Saginaw St.

Flint, MI 48502

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

SECTION I: INDIRECT COST RATES

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

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

*BASE

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

ORGANIZATION: Greater Flint Health Coalition, Inc.

AGREEMENT DATE: 04/28/2023

SECTION II: SPECIAL REMARKS

TREATMENT OF FRINGE BENEFITS:

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

TREATMENT OF PAID ABSENCES:

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

FRINGE BENEFITS:

FICA

Retirement

Health Insurance

Life Insurance

Unemployment Insurance

Workers Compensation

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

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

ORGANIZATION: Greater Flint Health Coalition, Inc.

AGREEMENT DATE: 04/28/2023

SECTION III: GENERAL**A. LIMITATIONS:**

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

B. ACCOUNTING CHANGES:

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

C. FIXED RATES:

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

D. USE BY OTHER FEDERAL AGENCIES:

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


E. OTHER:

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

BY THE INSTITUTION:

Greater Flint Health Coalition, Inc.

(INSTITUTION)



(SIGNATURE)

Jim Ananich

(NAME)

President & CEO

(TITLE)

6/1/2023 | 1:54:16 PM PDT

(DATE)

ON BEHALF OF THE GOVERNMENT:DEPARTMENT OF HEALTH AND HUMAN SERVICES

(AGENCY)

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

(SIGNATURE)

Arif Karim

(NAME)

Director, Cost Allocation Services

(TITLE)

04/28/2023

(DATE)

HHS REPRESENTATIVE: Theodore FosterTELEPHONE: (214) 767-3261