

**OAKLAND COUNTY BOARD OF COMMISSIONERS
GENERAL GOVERNMENT COMMITTEE
Monday, September 17, 2018, 9:30 a.m. - Board of Commissioners' Committee Room A**

Christine Long, Chairperson
longc@oakgov.com

Vice Chairperson Wade Fleming

Minority Vice Chairperson Marcia Gershenson

Call Meeting to Order

Roll Call

Pledge of Allegiance

Approval of the Previous Minutes – [August 27, 2018](#)*

Approval of Agenda

Public Comment

[Agenda Summary](#)

REGULAR AGENDA*

ACTION REQUIRED

PRESENTER(S)

- | | | |
|---|--------------------|------------------------|
| 1. MR #18308 – Board of Commissioners – Recognizing September 2018 as National Hispanic Heritage Month | Report to Board | Eileen Kowall 425-9708 |
| 2. Health and Human Services – Homeland Security Division – Emergency Management Performance Grant Agreement for Fiscal Year 2018 Acceptance | Recommend to Board | Thom Hardesty 452-9578 |
| 3. Department of Health and Human Services/Health Division – Ryan White HIV/AIDS Treatment Extension Act of 2009 Intergovernmental Agreement Between the County of Oakland and the City of Detroit
<i>(Automatic Direct Referral to the Finance Committee)</i> | Recommend to Board | Kathy Forzley 858-1293 |
| 4. Department of Health and Human Services/Children's Village Division – Interlocal Agreement Between Oakland County and the Michigan Department of Health and Human Services for the Provision of Shelter Residential Foster Care
<i>(Automatic Direct Referral to the Finance Committee)</i> | Recommend to Board | Jody Overall 858-1164 |
| 5. Department of Health and Human Services/Children's Village Division – 2018/2019 National School Lunch Program Grant Acceptance | Recommend to Board | Jody Overall 858-1164 |
| 6. Board of Commissioners – Board Auditorium and Committee Room A Audio/Video Upgrades Project
<i>(Motion Required for Direct Referral to the Finance Committee)</i> | Recommend to Board | Chris Ward 858-1701 |

COMMUNICATIONS*

- | | |
|--|------------------|
| A. Marquette Board of Commissioners Resolution – The Development of an Additional Lock | Receive and File |
| B. MDHHS Memo – 9/6/18 | Receive and File |

OTHER BUSINESS

*Previous minutes, all agenda items/communications, and in some instances, additional backup materials (including legislation) are available for viewing in the online agenda packet at <https://www.oakgov.com/boc/Committees/Pages/resources.aspx>

**Proposed legislation and/or additional backup material for this item can also be viewed on the Michigan Legislative website at: <http://www.legislature.mi.gov>

***Federal Legislation and/or additional material on congressional bills can be viewed at <http://thomas.loc.gov>

Oakland County Board of Commissioners
GENERAL GOVERNMENT COMMITTEE
Agenda Summary for September 17, 2018

The agenda is summarized below. Committee Members can contact Michael Andrews, Senior Analyst at 248.858.5115 (office) or andrewsmb@oakgov.com (email), or the department contact persons listed for additional information.

1. MR #18308 – BOARD OF COMMISSIONERS – RECOGNIZING SEPTEMBER 2018 AS NATIONAL HISPANIC HERITAGE MONTH

Committee Action: **REPORT** to the full Board of Commissioners on the General Government resolution.

The resolution recognizes September 2018 as National Hispanic Heritage Month. From September 15, 2018 through October 15, 2018, National Hispanic Heritage Month is observed by celebrating the ancestry, cultures and contributions of American citizens who came from – or whose ancestors came from – Spain, Mexico, the Caribbean and Central and South America.

Contact: Commissioner Kowall kowalle@oakgov.com 248-425-9708

2. HEALTH AND HUMAN SERVICES – HOMELAND SECURITY DIVISION – EMERGENCY MANAGEMENT PERFORMANCE GRANT AGREEMENT FOR FISCAL YEAR 2018 ACCEPTANCE

Committee Action: **RECOMMEND** to the full Board of Commissioners on the General Government resolution. To be reviewed by the Finance Committee.

Grantor: U.S. Department of Homeland Security administered by Michigan Department of State Police

Grantee: Oakland County Department of Health and Human Services – Homeland Security Division

Period: October 1, 2017 through September 30, 2018

Amount: \$61,221 (\$7,717 increase from prior year)

Match: 50% Match Required (Total Funding w/Match - \$122,442)

Purpose: The grant is utilized to partially fund salary and fringe benefits for the Homeland Security Manager position. The county's match is provided in-kind from the balance of the costs of the position's compensation and benefits. The objective of the Emergency Management Performance Grant (EMPG) program is to assist state and local governments in enhancing and sustaining their all-hazards emergency management capabilities. The EMPG will continue the development and maintenance of a countywide emergency management program capable of protecting life, property and vital infrastructure in times of disaster or emergency. The grant has completed the Grant Review Process and received departmental approvals.

Contact: Thom Hardesty hardestyt@oakgov.com 248-452-9578

3. DEPARTMENT OF HEALTH AND HUMAN SERVICES/HEALTH DIVISION – RYAN WHITE HIV/AIDS TREATMENT EXTENSION ACT OF 2009 INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF OAKLAND AND THE CITY OF DETROIT

Committee Action: **RECOMMEND** to the full Board of Commissioners on the General Government resolution. Automatic Direct Referral to the Finance Committee.

The resolution approves the Inter-Governmental Agreement between Oakland County and the City of Detroit. The Detroit Department of Health and Wellness Promotion and the Southeastern Michigan

GENERAL GOVERNMENT COMMITTEE AGENDA SUMMARY – September 17, 2018

HIV/AIDS Council (SEMHAC) allocated \$2.1 million in Fiscal Year 2017/2018 Ryan White Part A funding to community agencies within Oakland County for providing services to persons living with HIV/AIDS. The needs assessment reports that Oakland County has 19% of the HIV/AIDS cases in the Eligible Metropolitan Area (EMA) Counties, which remained constant with prior year's report. The intergovernmental agreement is to ensure eligible local governments provide maintenance of effort expenditure information related to the Ryan White Extension Act.

Contact: Kathy Forzley

forzleyk@oakgov.com

248-858-1293

4. DEPARTMENT OF HEALTH AND HUMAN SERVICES/CHILDREN'S VILLAGE DIVISION – INTERLOCAL AGREEMENT BETWEEN OAKLAND COUNTY AND THE MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR THE PROVISION OF SHELTER RESIDENTIAL FOSTER CARE

Committee Action: **RECOMMEND** to the full Board of Commissioners on the General Government resolution. Automatic Direct Referral to the Finance Committee.

The resolution authorizes the Chairman to enter into an Interlocal Agreement between Oakland County and The Michigan Department of Health and Human Services for shelter care services at Oakland County Children's Village. MDHHS now requires a contract to receive reimbursement for shelter care services to abused and neglected youth placed in shelter care. According to the agreement, child care services are defined as those activities necessary to meet the daily physical, social and emotional needs of the child. Services provided under the agreement will continue to include trauma informed care and evidence based best practices to effect optimal outcomes. Services will continue to be delivered according to each child's assessed needs and interventions will be aligned with the identified needs and desirable outcomes.

The per diem rate(s) for services provided under this Agreement shall be

Program Name: Mandy's Place

Per Diem Rate: \$359.13

Effective Date: 10/01/18

Contact: Jody Overall

overallj@oakgov.com

248-858-1164

5. DEPARTMENT OF HEALTH AND HUMAN SERVICES/CHILDREN'S VILLAGE DIVISION – 2018/2019 NATIONAL SCHOOL LUNCH PROGRAM GRANT ACCEPTANCE

Committee Action: **RECOMMEND** to the full Board of Commissioners on the General Government resolution. To be reviewed by the Finance Committee.

Grantor: United States Department of Agriculture administered by the Michigan Department of Education, Office of School Support Services

Grantee: Department of Health and Human Services – Children's Village Division

Period: July 1, 2018 through June 30, 2019

Amount: Grant reimburses for costs of meals. Amount determined by usage/need. During the last grant period, the County received a \$277,119 reimbursement for \$715,905 in costs.

Match: No match requirement.

Purpose: The purpose of the program is to make nutritionally balanced, low cost meals, snacks, and/or milk available statewide to children through the completion of high school. Oakland County Children's Village is registered as a residential child care institution. All residents qualify for free, severe need breakfast and lunches along with free afterschool snacks seven days a week. In addition, Children's Village qualifies for a performance-based extra 6 cents per breakfast and lunch based on whole grain menu items served to residents.

GENERAL GOVERNMENT COMMITTEE AGENDA SUMMARY – September 17, 2018

Oakland County Children's Village will receive reimbursement of meals which include breakfast, lunch, and after school snacks based on established rates by the State. The grant has completed the review process and received departmental approvals.

Contact: Jody Overall

overallj@oakgov.com

248-858-1166

6. BOARD OF COMMISSIONERS – AUDITORIUM AND COMMITTEE ROOM A AUDIO/VIDEO UPGRADES PROJECT

Committee Action: RECOMMEND to the full Board of Commissioners on the General Government resolution. Motion required for Direct Referral to the Finance Committee.

The resolution is a request for the audio visual upgrades to the BOC Auditorium and Committee Room A. The proposed A/V upgrades project will involve the following:

- New speakers
- New video distribution system
- New projection display
- New control system
- New digital sound processor (DSP) sound system

The project cost will be \$40,738 including \$39,123 for equipment and labor and \$1,615 for 3 year warranty. The A/V upgrades project work for the Auditorium and Committee Room A will be performed by competitively bid annual contractor, Third Coast Tech, LLC.

Contact: Chris Ward

wardcc@oakgov.com

248-858-1701

MISCELLANEOUS RESOLUTION #18308

BY: Commissioners Hugh Crawford, District #9; Philip Weipert, District #8; Eileen Kowall, District #6; Tom Berman, District #5; David E.S. Bowman, District #10; Marcia Gershenson, District #13; Nancy Quarles, District #17; Michael Spisz, District #3; Gary McGillivray, District #20; Wade Flemin, District #16; Bill Dwyer, District #14; and Dave Woodward, District #19

IN RE: BOARD OF COMMISSIONERS – RECOGNIZING SEPTEMBER 2018 AS NATIONAL HISPANIC HERITAGE MONTH

To the Oakland County Board of Commissioners

Chairperson, Ladies and Gentlemen:

WHEREAS from September 15, 2018, through October 15, 2018, National Hispanic Heritage Month is observed by celebrating the ancestry, cultures and contributions of American citizens who came from — or whose ancestors came from — Spain, Mexico, the Caribbean and Central and South America; and WHEREAS the Bureau of the Census estimates the Hispanic population living in the continental United States at over 57,000,000, plus an additional 3,500,000 living in the Commonwealth of Puerto Rico, making Hispanic Americans almost 18 percent of the total population of the U.S. and the largest racial or ethnic minority group in the U.S.; and

WHEREAS Hispanic Americans harbor a deep commitment to family and community, an enduring work ethic, and a perseverance to succeed and contribute to society; and

WHEREAS more than 1 in 4 public school students in America are Latino, and the ratio of Latino students is expected to rise to nearly 30 percent by 2027; and

WHEREAS 19 percent of all college students between the ages of 18 and 24 are Latino, making Latinos the largest racial or ethnic minority group on college campuses, including 2-year community colleges and 4-year colleges and universities; and

WHEREAS in 2015, 1.5 million Hispanics 25 years of age and older hold advanced degrees; and

WHEREAS with 65.8 percent labor force participation, Latinos have the highest labor force participation rate of any racial or ethnic group, as compared to 62.9 percent labor force participation overall; and

WHEREAS as of August 2017, more than 27,000,000 Latino workers represented 17 percent of the total civilian labor force of the U.S., and the rate of Latino labor force participation is expected to grow to 28 percent by 2024, accounting for approximately 48 percent of the total labor force increase in the United States by that year; and

WHEREAS Hispanic Americans are dedicated public servants, holding posts at the highest levels of the U.S. Government, including one seat on the Supreme Court of the United States, four seats in the Senate, 34 seats in the House of Representatives, and one seat in the Cabinet; and

WHEREAS as of 2016, there were 312,228 Latino elementary and middle school teachers; 92,344 Latino chief executives of businesses; 63,448 Latino lawyers; 62,599 Latino physicians and surgeons; and 11,109 Latino psychologists, who contribute to the U.S. through their professions; and

WHEREAS the annual purchasing power of Hispanic Americans, in 2016, was an estimated \$1.4 trillion, an amount greater than the economy of all except 17 countries in the world; and

WHEREAS there are more than 4,700,000 Hispanic-owned firms supporting millions of employees nationwide and contributing more than \$600 billion in revenue to the U.S. economy; and

WHEREAS Hispanic-owned businesses represent the fastest-growing segment of small businesses in the U.S., with Latino-owned businesses growing at more than 15 times the national rate; and

WHEREAS countless Hispanic Americans have answered the call to protect the cause of freedom by serving in our Armed Forces and have fought bravely in every war in the history of the United States; and

WHEREAS as of August 31, 2016, more than 284,000 Latinos have served in post-September 11, 2001, overseas contingency operations, including more than 8,500 Latinos serving as of September 2017 in operations in Iraq and Afghanistan; and

WHEREAS as of 2015, there were more than 1,200,200 living Hispanic veterans of the Armed Forces, including 136,000 Latinas; and

WHEREAS 61 Hispanic Americans have received the Congressional Medal of Honor, the highest award for valor in action against an enemy force bestowed on an individual serving in the Armed Forces; and

WHEREAS a record 12,700,000 Latinos voted in the 2016 Presidential election, representing a record 9.2 percent of the electorate in the U.S.; and

WHEREAS the number of eligible Latino voters is expected to rise to 40,000,000 by 2030, accounting for 40 percent of the growth in the eligible electorate in the U.S. by 2032; and

Resolution #18308

August 22, 2018

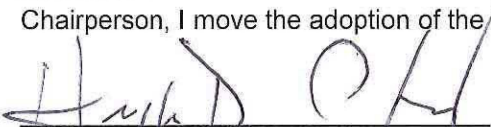
The Vice-Chairperson referred the resolution to the General Government Committee. There were no objections.


WHEREAS each year approximately 800,000 Latino citizens turn 18 years old and become eligible to vote, a number that could grow to 1,000,000 by 2030, adding a potential 18 million new Latino voters by 2032; and

WHEREAS we celebrate the ancestry and culture of Hispanic Americans and continue to recognize the valuable impact and immense contributions of Hispanic Americans to the economic, social, cultural and civic life of America and Oakland County.

NOW THEREFORE BE IT RESOLVED that the Oakland County Board of Commissioners hereby recognizes September 2018 as National Hispanic Heritage Month and encourages our citizens, governmental agencies, businesses and schools to celebrate and recognize the contributions of Hispanic Americans.


Chairperson, I move the adoption of the foregoing resolution.



Commissioner Hugh Crawford
District #9


Commissioner Eileen Kowall
District #6

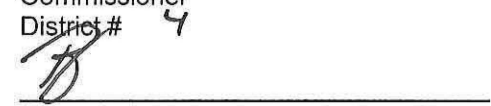

Commissioner David E.S. Bowman
District #10


Commissioner Nancy Quarles
District #17


Commissioner Gary McGillivray
District #20


Commissioner Bill Dwyer
District #14



Commissioner
District # 4

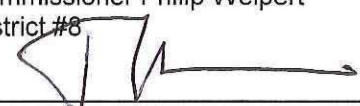

Commissioner
District #



Commissioner
District # 2



Commissioner
District # 11


Commissioner
District #


Commissioner Philip Weipert
District #8


Commissioner Tom Berman
District #5

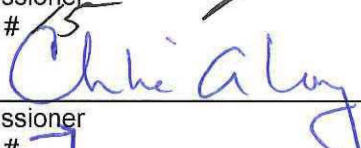

Commissioner Marcia Gershenson
District #13



Commissioner Michael Spisz
District #3

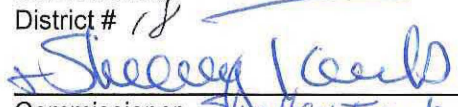

Commissioner Wade Fleming
District #16


Commissioner Dave Woodward
District #19


Commissioner
District # 15


Commissioner
District # 7


Commissioner
District # 18


Commissioner
District # 12

Commissioner
District #

MISCELLANEOUS RESOLUTION #18xxx

BY: Commissioner Christine Long, Chairperson, General Government Committee

IN RE: HEALTH AND HUMAN SERVICES - HOMELAND SECURITY DIVISION – EMERGENCY MANAGEMENT PERFORMANCE GRANT AGREEMENT FOR FISCAL YEAR 2018 ACCEPTANCE

To the Oakland County Board of Commissioners

Chairperson, Ladies and Gentlemen:

WHEREAS the State of Michigan Department of State Police, Emergency Management and Homeland Security Division has awarded Oakland County the FY 2018 Emergency Management Performance Grant (EMPG) funding in the amount of \$61,221 for the period of October 1, 2017 through September 30, 2018; and

WHEREAS the Homeland Security Division was notified of available grant funding via a letter dated August 20, 2018; and

WHEREAS this is the 46th year of grant acceptance for this program; and

WHEREAS the purpose of the program is to encourage the development and comprehensive disaster preparedness and assistance plans, programs, capabilities, and organizations by the states and local governments; and

WHEREAS this grant is pass-through of Federal funds and represents a reimbursement for a portion of salaries with a required 50% match in the amount of \$61,221; and

WHEREAS the FY 2018 award is an increase of \$7,717 from the FY 2017 award; and

WHEREAS the grant agreement has completed the Grant Review Process according to the Board of Commissioners Grant Procedures.

NOW THEREFORE BE IT RESOLVED that the Oakland County Board of Commissioners accepts grant funding from the State of Michigan Department of State Police, Emergency Management and Homeland Security Division for the FY 2018 Emergency Management Performance Grant (EMPG) in the amount of \$61,221 with a 50% match from the County in the amount of \$61,221 for total funding of \$122,442 for the period of October 1, 2017 through September 30, 2018.

BE IT FURTHER RESOLVED that the Chairperson of the Oakland County Board of Commissioners is authorized to execute the grant agreement and to approve any grant extensions or changes, within fifteen percent (15%) of the original award, which are consistent with the original agreement as approved.

BE IT FURTHER RESOLVED that acceptance of this grant does not obligate the County to any future commitment including continuation of any special revenue positions if/when the grant expires.

Chairperson, on behalf of the General Government Committee, I move the adoption of the foregoing resolution.

Commissioner Christine Long, District #7
Chairperson, General Government Committee

GRANT REVIEW SIGN OFF – Homeland Security Division

GRANT NAME: 2018 Emergency Management Performance Grant (EMPG)

FUNDING AGENCY: Michigan Department of State Police, Emergency Management & Homeland Security Division

DEPARTMENT CONTACT PERSON: Thom Hardesty (248) 452-9578

STATUS: Grant Acceptance

DATE: August 23, 2018

Pursuant to Misc. Resolution #17194, please be advised the captioned grant materials have completed internal grant review. Below are the returned comments.

The captioned grant materials and grant acceptance package (which should include the Board of Commissioners' Liaison Committee Resolution, the grant agreement/contract, Finance Committee Fiscal Note, and this Sign Off email containing grant review comments) may be requested to be placed on the appropriate Board of Commissioners' committee(s) for grant acceptance by Board resolution.

DEPARTMENT REVIEW

Department of Management and Budget:

Approved. – Laurie Van Pelt (8/20/2018)

Department of Human Resources:

HR Approved (No Committee) Continues Position – Lori Taylor (8/20/2018)

Risk Management and Safety:

Approved by Risk Management. – Robert Erlenbeck (8/22/2018)

Corporation Counsel:

Approved by Corporation Counsel. – Steve Rideout (8/23/2018)



STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
LANSING

RICK SNYDER
GOVERNOR

COL. KRISTE KIBBEY ETUE
DIRECTOR

August 20, 2018

Dear Local Emergency Management Coordinator:

Enclosed is the Fiscal Year 2018 Emergency Management Performance Grants (EMPG) Grant Agreement package. Please return the required grant documentation listed on the enclosed **Subrecipient Checklist** to our office at the following address:

Attn: Ms. Sara Long
Emergency Management and Homeland Security Division
Michigan Department of State Police
PO Box 30634
Lansing, Michigan 48909

Reimbursement for the EMPG program is contingent upon completion of the activities in the signed *Emergency Management Annual Work Agreement*. In order to remain eligible for EMPG funding, current and adequate plans must be maintained and exercise requirements must be met. If a work activity is not completed in the designated quarter, reimbursement may not be made until the work is completed. The Emergency Management and Homeland Security Division District Coordinators may make recommendations on reimbursement, but final approval remains with the Deputy State Director of Emergency Management and Homeland Security, who may or may not approve a delay in the completion of the activity. If work activities (for which funds have been withheld) have not been completed by the end of the fiscal year, forfeiture of those funds may be required. As a recipient of funding from the U.S. Department of Homeland Security, you are responsible for the management and fiscal control of all funds. These responsibilities include accounting for receipts and expenditures, maintaining adequate financial records, and refunding expenditures disallowed by federal or state audit. For specific responsibilities and requirements, please refer to Section II (Statutory Authority) and Section IV (Responsibilities of the Subrecipient) in the Fiscal Year 2018 EMPG Grant Agreement.

This grant agreement and all required attachments must be completed, signed, and returned **no later than October 20, 2018**. If this requirement is not met, this grant agreement will be invalid after October 20, 2018, unless a prior written exception is provided by the Michigan State Police, Emergency Management and Homeland Security Division.

Sincerely,

Capt. Emmitt McGowan, Commander
Deputy State Director of Emergency Management
and Homeland Security

Enclosures (8)

Michigan State Police
Emergency Management and
Homeland Security Division



Grant Agreement

FEDERAL AWARD IDENTIFICATION

SUBRECIPIENT NAME	GRANT NAME	CFDA NUMBER
County of Oakland	Emergency Management Performance Grants	97.042
SUBRECIPIENT IRS/VENDOR NUMBER	FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)	FEDERAL AWARD DATE
38-6004876	EMC-2018-EP-00002	08/04/2018
SUBRECIPIENT DUNS NUMBER	SUBAWARD FROM TO PERFORMANCE PERIOD	
136200362	10/1/2017 9/30/2018	
RESEARCH & DEVELOPMENT	Funding	Total
N/A	Federal Funds Obligated by this Action	\$61,221.00
INDIRECT COST RATE	Total Federal Funds Obligated to Subrecipient	\$61,221.00
None on file	Total Amount of Federal Award	\$8,975,530.00
FEDERAL AWARD PROJECT DESCRIPTION		
2018 Emergency Management Performance Grants		
DETAILS		
The 2018 EMPG allocation is 35.69% of the Subrecipient's emergency program manager's salary and fringe benefits. A cost-match is required under this program. The Federal share that is used towards the EMPG budget shall not exceed 50 percent of the total budget.		
FEDERAL AWARDDING AGENCY	PASS-THROUGH ENTITY (RECIPIENT) NAME	
Federal Emergency Management Agency Grant Operations 245 Murray Lane – Building 410, SW Washington DC 20528-7000	Michigan State Police Emergency Management and Homeland Security Division PO Box 30634 Lansing, MI 48909	

State of Michigan FY 2018 Emergency Management Performance Grant Grant Agreement

October 1, 2017 to September 30, 2018

CFDA Number: 97.042 Grant Number: EMC-2018-EP-00002
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This Fiscal Year (FY) 2018 Emergency Management Performance Grant (EMPG) grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (hereinafter called the Recipient), and the

COUNTY OF OAKLAND
(hereinafter called the Subrecipient)

Purpose

The purpose of this grant agreement is to provide federal pass-through funds to the Subrecipient for the development and maintenance of an emergency management program capable of protecting life, property, and vital infrastructure in times of disaster or emergency

The FY 2018 EMPG program plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. The objective of the NPS is to facilitate an integrated, all-of-nation/whole community, risk driven, capabilities-based approach to preparedness.

In support of the National Preparedness Goal, the FY 2018 EMPG supports a comprehensive, all-hazard emergency preparedness system to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas.

For more information on the NPS, federally designated priorities, and the FY 2018 EMPG objectives, as well as guidance on allowable costs and program activities, please refer to the FY 2018 EMPG Notice of Funding Opportunity (NOFO) located at <http://www.fema.gov/grants>.

II. Statutory Authority

Funding for the FY 2018 EMPG is authorized by Section 662 of the *Post-Katrina Emergency Management Reform Act of 2006* (PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762); the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); the *Earthquake Hazards Reduction Act of 1977*, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and the *National Flood Insurance Act of 1968*, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 et seq.).

Appropriation authority is provided by the *Department of Homeland Security Appropriations Act, 2018*, (Pub. L. No. 115-141).

The Subrecipient agrees to comply with all EMPG program requirements in accordance with the federal FY 2018 EMPG Notice of Funding Opportunity located at <http://www.fema.gov/grants>; the *Michigan Emergency Management Act* of 1976, as amended (Public Act 390) at <http://www.legislature.mi.gov/doc.aspx?mcl-Act-390-of-1976>; and the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.) located at <http://www.fema.gov/robert-t-stafford-disaster-relief-and-emergency-assistance-act-public-law-93-288-amended>.

The Subrecipient shall also comply with the most recent version of:

- A. 2 CFR, Part 200 of the Code of Federal Regulations (CFR), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* located at <http://www.ecfr.gov>.
- B. 44 CFR, Part 10, *Environmental Considerations*.

III. Award Amount and Restrictions

- A. The **County of Oakland** is awarded **\$61,221.00** under the **FY 2018 EMPG**. The Recipient determined the Subrecipient's EMPG allocation as **35.69%** of the Subrecipient's local emergency manager's salary and fringe benefits. The Subrecipient may receive less than the allocated amount if the Subrecipient's cost share (match) of wages and fringe benefits paid to the local emergency manager are less than the total allocation. The Subrecipient's EMPG program budget must be documented on the Local Budget for Emergency Management Performance Grant form (EMD-17).
- B. The FY 2018 EMPG covers eligible costs from October 1, 2017 to September 30, 2018. The funds awarded in the grant agreement shall only be used to cover allowable costs that are incurred during the agreement period. Grant agreement funds shall not be used for other purposes. For guidance on allowable costs, please refer to the FY 2018 EMPG NOFO, specifically Appendix B.
- C. This grant agreement designates EMPG funds for the administration and oversight of an approved emergency management program. **The Subrecipient may utilize grant funds for the reimbursement of salary, overtime, compensatory time off, and associated fringe benefits for the local emergency manager, and up to 5% of the total allocation may be utilized for organization costs.** No other expenditures are allowed. **If organization costs are claimed, a narrative must be submitted detailing the expenses that are included in these costs.**
- D. The FY 2018 EMPG program has a 50% cost share (cash or in-kind) requirement, as authorized by the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended, (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.), specifically, Title VI, sections 611(j) and 613. Federal funds cannot exceed 50% of eligible costs. Unless otherwise authorized by law, federal funds cannot be matched with other federal funds.

The Federal Emergency Management Agency (FEMA) administers cost sharing requirements in accordance with 2 CFR § 200.306. To meet matching requirements, the Subrecipient contributions must be reasonable, allowable, allocable, and necessary under the grant program and must comply with all federal requirements and regulations.

See the FY 2018 EMPG NOFO for additional cost share guidance, definitions, basic guidelines, and governing provisions.

- E. All EMPG funded personnel must complete either the Independent Study courses identified in the Professional Development Series or the National Emergency Management Basic Academy delivered either by the Emergency Management Institute or a sponsored state, local, tribal, territorial, regional or other designated location and record proof of completion. All EMPG funded personnel must also participate in no less than three exercises in a 12 month period, consistent with the requirements outlined in the EMPG Guidebook. The EMPG Guidebook (EMD-PUB 208) is located at: www.michigan.gov/EMHSD under EMPG Publications.

EMPG programs are required to complete a quarterly training and exercise report (Quarterly Training and Exercise Reporting Worksheet) identifying training and exercises completed during the quarter. Guidance for accomplishing these requirements is provided by the Recipient.

- F. Upon request, the Subrecipient must provide to the Recipient information necessary to meet any state or federal subaward reporting requirements.

- G. In the event that DHS determines that changes are necessary to the award document after an award has been made, including but not limited to changes to the period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient acceptance of the changes to the award.

IV. Responsibilities of the Subrecipient

- A. **Grant funds must supplement, not supplant, state or local funds.** Federal funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- B. The Subrecipient agrees to comply with all applicable federal and state regulations; the FY 2018 EMPG NOFO, located at: www.fema.gov/grants; the *Agreement Articles Applicable to Subrecipients: Fiscal Year 2018 Emergency Management Performance Grants, included with the grant agreement package for reference*; and the EMPG Guidebook (EMD-PUB 208), located at www.michigan.gov/emhsd under Grants Programs & Publications.
- C. In addition to this grant agreement, the Subrecipient shall complete, sign, and submit to the Recipient the following documents, which are incorporated by reference into this grant agreement:
1. Standard Assurances
 2. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
 3. Audit Certification (EMD-053)
 4. Request for Taxpayer Identification Number and Certification (W-9)
 5. Other documents that may be required by federal or state officials
- D. Complete and submit quarterly work reports, the Quarterly Training and Exercise Worksheet, and the Annual Training and Exercise Plan Worksheet in accordance with the schedule outlined in the FY 2018 EMPG Work Agreement/Quarterly Report (EMHSD-31).
- E. Enact enabling legislation establishing the local emergency management program and ensure a copy of the local resolution or ordinance is on file with the Recipient.
- F. Appoint an emergency management program manager who is able to assume responsibility for the functions outlined in section 4 of the EMPG Guidebook.
- G. Provide the Recipient with a complete job description for the federally funded EMPG local emergency manager, including non-EMPG duties.
- H. Notify the Recipient immediately of any changes in the EMPG funded local emergency manager's position.
- I. The Subrecipient will contribute to the development and maintenance of the state's multi-year Training and Exercise Plan (TEP). This will include conducting exercises that comply with local, state, and federal requirements, including the Homeland Security Exercise and Evaluation Program (HSEEP) and the EMPG Guidebook, to accomplish this goal.
- J. Ensure the EMPG funded local emergency manager completes specific training as required by the annual EMPG Work Agreement.
- K. Have an approved and current emergency operations plan on file with the MSP/EMHSD District Coordinator.
- L. The Subrecipient agrees to prepare the form EMD-007 EMPG Expenses Claimed for Local Program Contributions. This form is also referred to as the EMPG Quarterly Billing. The Subrecipient agrees to submit this form with supporting documentation, including all required authorized signatures and required

reimbursement documentation, to the appropriate District Coordinator by the due date following the end of **each** quarter, as identified in FY-2018 Emergency Management Report Schedule. The most current EMD-007 form must be used and can be obtained from the District Coordinator.

- M. Comply with applicable financial and administrative requirements set forth in the current edition of 2 CFR, Part 200, including, but not limited to, the following provisions:
 - 1. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
 - 2. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.
 - 3. Non-federal organizations which expend \$750,000 or more in federal funds during their current fiscal year are required to have an audit performed in accordance with the Single Audit Act of 1984, as amended, and 2 CFR, Part 200.
- N. Complete federally-mandated reporting requirements, including, but not limited to, requirements related to the *Federal Funding Accountability and Transparency Act of 2006* (FFATA) (Public Law 109-282), as amended by Section 6202(a) of the *Government Funding Transparency Act of 2008* (Public Law 110-252) and Department of Homeland Security (DHS) program specific reporting requirements.
- O. Maintain a valid Data Universal Numbering System (DUNS) number and an active SAM registration with current information at all times during the performance period of this grant.
- P. The Subrecipient must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. The Subrecipient also agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with these same provisions. Detailed information on record access provisions can be found in the *DHS Standard Administrative Terms and Conditions* located at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>, specifically in the DHS Specific Acknowledgements and Assurances on pages 1.

V. Responsibilities of the Recipient

The Recipient, in accordance with the general purposes and objectives of this grant agreement, will:

- A. Administer the grant in accordance with all applicable federal and state regulations and guidelines and submit required reports to the awarding federal agency.
- B. Provide direction and technical assistance to the Subrecipient.
- C. Provide to the Subrecipient any special report forms and reporting formats (templates) required for administration of the program.
- D. Reimburse the Subrecipient, in accordance with this grant agreement, based on appropriate documentation submitted by the Subrecipient.
- E. At its discretion, independently, or in conjunction with the federal awarding agency, conduct random on-site reviews of the Subrecipient(s).

VI. Reporting Procedures

- A. The Subrecipient agrees to prepare quarterly work reports using the FY 2018 EMPG Work Agreement/Quarterly Report (EMHSD-31) and submit them through EMHSD's online reporting tool by the due date following the end of **each** quarter. Reimbursement of expenditures by the Recipient is contingent upon the Subrecipient's completion of scheduled work activities.

- B. If the Subrecipient fails to complete the scheduled work activities during a quarter, the Recipient will withhold reimbursement until either the work is completed, or the Deputy State Director of Emergency Management and Homeland Security approves a delay in the completion of the activity. Forfeiture of funds may result if scheduled work activities are not completed according to established deadlines.
- C. A Subrecipient that fails to complete the annual exercise requirements, as scheduled within the FY 2018 EMPG Work Agreement/Quarterly Report, may be ineligible for EMPG funding for that quarter and all subsequent quarters.
- D. The Subrecipient's failure to fulfill the quarterly reporting requirements, as required by the grant, may result in the suspension of grant funding.
- E. Reporting periods and due dates are listed in the FY 2018 EMPG Work Agreement/Quarterly Report (EMHSD-31) located at www.michigan.gov/emhsd under Grants Programs & Publications, EMPG Publications.

VII. Payment Procedures

- A. The Subrecipient agrees to prepare the form EMD-007 EMPG Expenses Claimed for Local Program Contributions. This form is also referred to as the EMPG Quarterly Billing. The Subrecipient agrees to submit this form with supporting documentation, including all required authorized signatures and required reimbursement documentation, to the appropriate District Coordinator by the due date following the end of **each** quarter, as identified in FY-2018 Emergency Management Report Schedule. The most current EMD-007 form must be used and can be obtained from the District Coordinator.
- B. If the Subrecipient submits required quarterly reports that are late or incomplete, the reimbursement may not be processed until the following quarter. Forfeiture of funds may result if quarterly reports are not completed according to established deadlines.
- C. The Subrecipient agrees to return to the Recipient any unobligated balance of funds held by the Subrecipient at the end of the agreement period or handle them in accordance with the instructions provided by the Recipient.

VIII. Employment Matters

The Subrecipient shall comply with Title VI of the *Civil Rights Act of 1964*, as amended; Title VIII of the *Civil Rights Act of 1968*; Title IX of the *Education Amendments of 1972 (Equal Opportunity in Education Act)*; the *Age Discrimination Act of 1975*; Titles I, II and III of the *Americans with Disabilities Act of 1990*; the *Elliott-Larsen Civil Rights Act*, 1976 PA 453, as amended, MCL 37.2101 *et seq.*; the *Persons with Disabilities Civil Rights Act*, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants. The Subrecipient shall not discriminate against any employee or applicant for employment, to be employed in the performance of this grant agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, limited English proficiency, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Subrecipient agrees to include in every subcontract entered into for the performance of this grant agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of the grant agreement.

The Subrecipient shall ensure that no subcontractor, manufacturer, or supplier of the Subrecipient for projects related to this grant agreement appears on the Federal Excluded Parties List System located at <https://www.sam.gov>.

IX. Limitation of Liability

The Recipient and the Subrecipient to this grant agreement agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

This is not to be construed as a waiver of governmental immunity for either party.

X. Third Parties

This grant agreement is not intended to make any person or entity, not a party to this grant agreement, a third party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

XI. Grant Agreement Period

This grant agreement is in full force and effect from October 1, 2017 to September 30, 2018. No costs eligible under this grant agreement shall be incurred before the starting date of this grant agreement, except with prior written approval. This grant agreement package consists of two identical grant agreements, simultaneously executed; each is considered an original having identical legal effect. This grant agreement may be terminated by either party by giving thirty (30) days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the grant agreement. Upon any such termination, the Subrecipient agrees to return to the Recipient any funds not authorized for use, and the Recipient shall have no further obligation to reimburse the Subrecipient.

XII. Entire Grant Agreement

This grant agreement is governed by the laws of the State of Michigan and supersedes all prior agreements, documents, and representations between the Recipient and the Subrecipient, whether expressed, implied, or oral. This grant agreement constitutes the entire agreement between the parties and may not be amended except by written instrument executed by both parties prior to the grant end date. No party to this grant agreement may assign this grant agreement or any of his/her/its rights, interest, or obligations hereunder without the prior consent of the other party. The Subrecipient agrees to inform the Recipient in writing immediately of any proposed changes of dates, budget, or services indicated in this grant agreement, as well as changes of address or personnel affecting this grant agreement. Changes in dates, budget, or services are subject to prior written approval of the Recipient. If any provision of this grant agreement shall be deemed void or unenforceable, the remainder of the grant agreement shall remain valid.

The Recipient may suspend or terminate grant funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

- A. Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
- B. Failure to comply with the requirements or statutory objectives of federal or state law.
- C. Failure to make satisfactory progress toward the goals or objectives set forth in the annual EMPG Work Agreement.
- D. Failure to follow grant agreement requirements or special conditions.
- E. Failure to submit required reports.
- F. Filing of a false certification in the application or other reports or documents.

Before taking action, the Recipient will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

XIII. Business Integrity Clause

The Recipient may immediately cancel the grant without further liability to the Recipient or its employees if the Subrecipient, an officer of the Subrecipient, or an owner of a 25% or greater share of the Subrecipient is convicted of a criminal offense incident to the application for or performance of a state, public, or private grant or subcontract; or convicted of a criminal offense, including, but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee

to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the Recipient, reflects on the Subrecipient's business integrity.

XIV. Freedom of Information Act (FOIA)

Much of the information submitted in the course of applying for funding under this program, or provided in the course of grant management activities, may be considered law enforcement-sensitive or otherwise critical to national security interests. This may include threat, risk, and needs assessment information; and discussions of demographics, transportation, public works, and industrial and public health infrastructures. Therefore, each Subrecipient agency Freedom of Information Officer will need to determine what information is to be withheld on a case-by-case basis. The Subrecipient should be familiar with the regulations governing Protected Critical Infrastructure Information (6 CFR, Part 29) and Sensitive Security Information (49 CFR, Part 1520), as these designations may provide additional protection to certain classes of homeland security information.

XV. Official Certification

For the Subrecipient

The individual or officer signing this grant agreement certifies by his or her signature that he or she is authorized to sign this grant agreement on behalf of the organization he or she represents. The Subrecipient agrees to complete all requirements specified in this grant agreement.

Subrecipient Name

Subrecipient's DUNS Number

For the Chief Elected Official

Printed Name

Title

Signature

Date

For the Local Emergency Manager

Printed Name

Title

Signature

Date

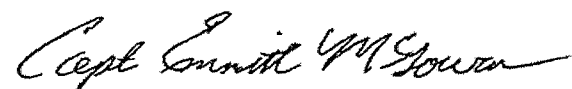
For the Recipient (Michigan State Police, Emergency Management and Homeland Security Division)

Capt. Emmitt McGowan, Commander

Printed Name

Deputy State Director of Emergency
Management and Homeland Security

Title



8/20/18

Signature

Date



STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including 2 C.F.R. Part 2800 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards by the Department of Justice), and Ex. Order 12372 (intergovernmental review of federal programs). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women Act (42 U.S.C. § 13925(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.
7. If a governmental entity—
 - a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Signature _____

Date _____



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; 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;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

AUDIT CERTIFICATION

Federal Audit Requirements

Non-federal organizations, which expend \$750,000 or more in federal funds during their current fiscal year, are required to have an audit performed in accordance with 2 CFR Part 200, Subpart F.

Subrecipients **MUST** submit a copy of their audit report for each year they meet the funding threshold to: Michigan State Police, Grants and Community Services Division, P.O. Box 30634, Lansing, Michigan 48909.

I. Program Information			
Program Name		CFDA Number	
II. Subrecipient Information			
Subrecipient Name			
Street Address		City	State ZIP Code
III. Certification for Fiscal Year			
Subrecipient Fiscal Year Period: _____ to _____.			
<input type="checkbox"/> I certify that the subrecipient shown above does NOT expect it will be required to have an audit performed under 2 CFR Part 200, Subpart F, for the above listed program.			
<input type="checkbox"/> I certify that the subrecipient shown above expects it will be required to have an audit performed under 2 CFR Part 200, Subpart F, during at least one fiscal year funds are received for the above listed program. A copy of the audit report will be submitted to: Michigan State Police, Grants and Community Services Division, P.O. Box 30634, Lansing, Michigan 48909.			
Signature of Subrecipient's Authorized Representative			Date

Submit audit report to:

Michigan State Police
Grants and Community Services Division
P.O. Box 30634
Lansing, Michigan 48909

Submit this completed audit certification form and return with your grant agreement to:

Michigan State Police
Emergency Management and Homeland Security Division
P.O. Box 30634
Lansing, Michigan 48909

**Request for Taxpayer
Identification Number and Certification****Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i) (B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4496 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Agreement Articles Applicable to Subrecipients Fiscal Year 2018 Emergency Management Performance Grants

Article I - Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article II - Use of DHS Seal, Logo and Flags

All recipients must obtain permission from their financial assistance office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article III - USA Patriot Act of 2001

All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175§ 175c.

Article IV - Universal Identifier and System of Award Management (SAM)

All recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article V - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article VI - Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article VII - Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) as amended by 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference in the award terms and conditions.

Article VIII - Terrorist Financing

All recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

Article IX - SAFECOM

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article X - Reporting Subawards and Executive Compensation

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XI - Procurement of Recovered Materials

All recipients must comply with Section 6002 of the *Solid Waste Disposal Act*, as amended by the *Resource Conservation and Recovery Act*. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XII - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Article XIII - Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.

Article XIV - Non-supplanting Requirement

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

Article XV - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article XVI - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XVII - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. 2225.

Article XVIII - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XIX - Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

Article XX - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101-12213).

Article XXI - Age Discrimination Act of 1975

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance

Article XXII - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XXIII - Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article XXIV - Federal Leadership on Reducing Text Messaging while Driving

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article XXV - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article XXVI - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. § 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article XXVII - Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXVIII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

Article XXIX - Duplication of Benefits

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a recipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article XXX - Drug-Free Workplace Regulations

All recipients must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. section 8101 et seq.), which requires all organizations receiving grants from any federal agency agree to maintain a drug-free workplace. You as the recipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101-8107).

Article XXXI - Debarment and Suspension

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XXXII - Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article XXXIII - Civil Rights Act of 1968

All recipients must comply with Title VIII of the *Civil Rights Act of 1968*, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201).

Article XXXIV - Civil Rights Act of 1964 - Title VI

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R., Part 21 and 44 C.F.R. Part 7.

Article XXXV - DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.

2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

Article XXXVI - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the financial assistance office if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article XXXVII – National Environmental Policy Act

All recipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXXVIII – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participation of faith-based organizations in individual DHS programs.

Article XLI – Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article XLII – Buy American and Hire American

All recipients are required to comply with any applicable provisions of the Buy American Act (41 U.S.C. Sections 8301 A, 8305), and any other applicable statutes, regulation, or rules that required, or provide a preference for, the purchase or acquisition of goods, products, or material produced in the United States.

MISCELLANEOUS RESOLUTION #18XXX

BY: Commissioner Christine Long, Chairperson, General Government Committee

IN RE: DEPARTMENT OF HEALTH AND HUMAN SERVICES/HEALTH DIVISION – RYAN WHITE HIV/AIDS TREATMENT EXTENSION ACT OF 2009 INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF OAKLAND AND THE CITY OF DETROIT

To the Oakland County Board of Commissioners

Chairperson, Ladies and Gentlemen:

WHEREAS the Ryan White HIV/AIDS Treatment Extension Act of 2009 requires that intergovernmental agreements (IGA) be established between political subdivisions which have not less than 10% of the areas reported AIDS cases and provide HIV/AIDS related services; and

WHEREAS the Detroit Health Department, as the lead agency for administering Ryan White Part A, HIV Emergency Relief Grant funds, and the Southeastern Michigan HIV/AIDS Council (SEMHAC) facilitate an ongoing needs assessment process; and

WHEREAS this needs assessment shows that Oakland County possesses 19% of HIV/AIDS cases in the Eligible Metropolitan Area (EMA) Counties; and

WHEREAS the Detroit Health Department and SEMHAC directly allocated \$2.1 million of Ryan White Part A funding to community agencies within Oakland County in FY 2017/18 for the provision of services to persons living with HIV/AIDS; and

WHEREAS the purpose of the IGA is to ensure eligible local governments provide maintenance of effort expenditure information related to the Ryan White Extension Act; and

WHEREAS none of the provisions of the Agreement are intended to create any other relationship between the County and the City of Detroit; and

WHEREAS this agreement has been reviewed in accordance with the Board of Commissioners Automatic Direct Referral Procedures and is recommended for approval; and

WHEREAS acceptance of this intergovernmental agreement does not obligate the County to any future commitment.

NOW THEREFORE BE IT RESOLVED that the Oakland County Board of Commissioners hereby approves the Intergovernmental Agreement between the County of Oakland and the City of Detroit.

BE IT FURTHER RESOLVED that the Board Chairperson is authorized to execute the agreement.

Chairperson, on behalf of the General Government Committee, I move the adoption of the foregoing resolution.

Commissioner Christine Long, District #7
Chairperson, General Government Committee

ADR REVIEW SIGN OFF – Health and Human Services/Health Division

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RESOLUTION TITLE: Department of Health and Human Services/Health Division – Ryan White HIV/AIDS Treatment Extension Act of 2009 Intergovernmental Agreement Between the County of Oakland and the City of Detroit

DEPARTMENT CONTACT PERSON: Rachel Shymkiw 248-452-2151

DATE: 8/28/2018

DEPARTMENT REVIEW

Department of Human Resources:

Approved (No Committee) – Heather Mason (8/22/2018)

Corporation Counsel:

Approved w/ Modification to Intergovernmental Agreement – Bradley Benn (8/23/2018)

- THIS AGREEMENT, entered into this ____ day of _____, 201~~7~~⁸, between the City of Detroit, by and through its Health Department, hereinafter referred to as the “City”, and the County of Oakland, a body politic and corporate, hereinafter referred to as the “County”:

Department of Management and Budget:

Approved – Lynn Sonkiss (8/27/2018)

**RYAN WHITE HIV/AIDS TREATMENT EXTENSION ACT OF 2009
INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY OF DETROIT
AND
OAKLAND COUNTY**

THIS AGREEMENT, entered into this ____ day of _____, 2018, between the City of Detroit, by and through its Health Department, hereinafter referred to as the “*City*”, and the County of Oakland, a body politic and corporate, hereinafter referred to as the “*County*”:

WHEREAS, the Ryan White HIV/AIDS Treatment Extension Act of 2009 requires that intergovernmental agreements (IGA) be established between political subdivisions which have not less than ten percent of the areas reported AIDS cases of the Detroit eligible metropolitan area (EMA) and provide HIV-related services;

WHEREAS, the purpose of the IGA is to lay out a framework for the relationship between pertinent organizations;

WHEREAS, the City and the Southeastern Michigan HIV/AIDS Council (SEMHAC) facilitate an ongoing needs assessment process. This document, with updated information regarding HIV needs and services in the remainder of the EMA Counties will serve as a basis for determining service need;

WHEREAS, Oakland County possesses 19% of reported AIDS cases in the EMA and is a provider of in-hospital and ambulatory care services to persons with HIV disease. The *County*’s experience and expertise include direct health care, supportive care, and model care programs for the medically indigent.

NOW, THEREFORE, in consideration of the above, the parties hereto agree in this Intergovernmental Agreement as follows:

ARTICLE I. ADMINISTRATION

- A. The *City* will be the grantee of the Ryan White Treatment Extension Act Part A funds.

ARTICLE II. HIV SERVICE PLANNING COUNCIL

- A. The Council established to guide implementation of the Ryan White Treatment Extension Act is known as the Southeastern Michigan HIV/AIDS Council (the “Council”)
- B. The duties of the Council include:

1. Developing a comprehensive plan for organizing and delivering HIV health and support services that are compatible with existing federal, state and local plans regarding the provision of HIV-related services; and
2. Recommendations for allocation of funds to service categories of greatest need.

ARTICLE III. FUNDING DECISIONS

- A. The findings from ongoing needs assessment will be updated and supplemental information will be reviewed by the Council in establishing funding priorities.

ARTICLE IV. TERMS OF AGREEMENT

- A. This Agreement shall be deemed effective upon its acceptance by the City and the *County* and upon the approval and release of funds by the United States Division of HIV Services, Bureau of Health Resources and Services Administration, whichever is later.
- B. The Project shall become operational upon award of funds under Part A of Title XXVI of the Public Health Service Act as amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009.
- C. Local governments shall comply with requests for expenditure information related to the Ryan White Treatment Extension Act.

The Ryan White legislation requires Ryan White Part A grantees to maintain, as a Condition of Award, EMA/TGA political subdivision expenditures for Ryan White core medical services and support services at a level equal to the 1-year period preceding the fiscal year (FY) for which the grantee is applying to receive a Ryan White Part A grant. In order to receive a Ryan White Part A award, EMAs/TGAs must comply with maintenance of level requirements, which include: a signed assurance that maintenance of effort has been maintained, a description of a consistent data set of local government expenditures for two previous years, and methodologies for calculating maintenance of effort expenditures.

To demonstrate compliance with this provision, EMAs/TGAs must maintain adequate systems for consistently tracking and reporting on expenditure data for core medical services and support services from year-to-year. Grantees are accountable to ensure that Federal funds do not supplant EMA/TGA spending but instead expand and enrich such activities.

- D. Each party to this Agreement has its own legal representative and agrees to bear its own costs, including judgments, in any litigation which may arise from performance of this contract, it is specifically understood and agreed that neither party will indemnify the other party in such litigation.

- E. If any provision in this Agreement is invalid for any reason, such invalid portion shall not render invalid the remaining provisions of the agreement which can be given effect without the invalid provision to carry out the intent of the parties as stated herein.
- F. Neither party hereto may assign this Agreement in whole or in part without the written consent of the other party.
- G. The waiver by party or any breach or failure of the other party to perform any covenant or obligation contained herein shall not constitute a waiver of a subsequent breach.
- H. This Agreement represents the entire Agreement between parties and supersedes any and all prior agreements, whether written or oral. Any modification of this Agreement shall be valid only if in writing and signed by all parties hereto.
- I. This Agreement shall be governed by and construed in accordance with the reauthorized Ryan White Treatment Extension Act of 2009.
- J. None of the provisions of the Agreement are intended to create nor shall be designed to create any other relationship between the *City* and the *County* other than of independent entities coordinating with each other hereunder solely for effecting the provisions of this Agreement. Neither of the parties hereto nor any of their respective representatives shall be construed to be the agent, the employer, or representative of the other. The *City* and the *County* will maintain separate and independent managements and each has full unrestricted authority and responsibility regarding its own organization and structure.
- K. This Agreement is terminable at will by either party upon 10 days' notice.

AUTHORIZATION:

FOR THE CITY OF DETROIT:

FOR THE COUNTY OF OAKLAND:

SIGNATURE

SIGNATURE

Typed Name

Typed Name

Title Government Unit

Title Government Unit

Date

Date

*City of Detroit Health Department
Grantee for the Detroit Eligible Metropolitan Area (EMA)*



CITY OF DETROIT
DETROIT HEALTH DEPARTMENT

3245 E. JEFFERSON, SUITE 100
DETROIT, MICHIGAN 48207
(313) 876-4000 • TTY:711
WWW.DETROITMI.GOV

August 8, 2018

Leigh-Anne Stafford, Health Officer
Oakland County Health Division
1200 N. Telegraph
Bldg 34 East
Pontiac, MI 48341

Dear Ms. Stafford:

The City of Detroit Health Department (DHD) is the recipient of the Ryan White Part A, HIV Emergency Relief Grant for the Detroit eligible metropolitan area, which includes the counties of Lapeer, Macomb, Monroe, Oakland, St. Clair and Wayne. The Ryan White Part A Program's goal is to provide optimal HIV care and treatment for low-income, uninsured, and underinsured persons living with HIV (PLWH) to improve their health outcomes. In the fiscal year spanning March 1, 2017- February 28, 2018 the Part A Program served 3,791 PLWH, 631(17%) were residents of Oakland County.

Currently DHD is preparing the Part A application for the grant year starting March 1, 2019. The Ryan White legislation requires Part A recipients to maintain political subdivision expenditures for Ryan White core medical services and support services at a level equal to the one-year period preceding the fiscal year for which the recipient is applying to receive a Part A grant. The legislation also requires Part A recipients to document Intergovernmental Agreements with the Chief Elected Officials (or designee) of political jurisdictions that provide HIV health services and account for at least ten percent of the reported AIDS cases in the EMA. As of July 1, 2017, the Michigan Department of Health and Human Services reports that Oakland County accounts for 19% of the reported AIDS cases in the metropolitan area.

As such, I am requesting the following two items:

- Maintenance of Effort (MOE) documentation for general fund expenditures of HIV-related core medical services and support services within Oakland County.
 - I have attached a spreadsheet on which you can document expenditures.
 - Please list the actual general funds expended between March 1, 2017 and February 28, 2018.
 - If no general funds were expended for HIV-related services listed, please indicate with a zero.
 - The spreadsheet also has a section for you to include a brief statement describing the methodology used to calculate these expenditure amounts.
 - The spreadsheet includes the FY16 MOE information you provided last year as well as a link to the definitions for Ryan White Service Categories.
- Signature on the attached intergovernmental agreement.

Please return the completed spreadsheet and a scanned copy of the signed agreement to Stephanie Mayweather, Administrative Coordinator, at mayweathers@detroitmi.gov by **September 7, 2108**, for inclusion in the FY 2019 Grant application. Thank you for your cooperation and leadership. Please contact Leanne Savola, HIV/STI

Programs Director, for additional information about this request or the Ryan White Program (savolal@detroitmi.gov or 313.870.0073).

Sincerely,



Joneigh S. Khaldun, MD, MPH, FACEP
Director and Health Officer

Enclosures:

MOE Expenditures_Oakland County.xls

Oakland County_Intergovernmental Agreement.doc

cc: Leanne F. Savola, HIV/STI Programs Director



Maintenance of Effort Expenditure Summary
 Detroit Eligible Metropolitan Area
 FY 2017-18
Oakland County

Prepared by:

Rachel Shymkiw

Telephone: 248-452-2151

[Click here for Ryan White Service Category Definitions](#)

		FY17
Item Description	Agency/Department/Other	Expenditure
Core Medical Services		
Outpatient/Ambulatory Health Services		
AIDS Drugs Assistance Program		
AIDS Pharmaceutical Assistance (local)		
Oral Health Care		
Early Intervention Services		
Health Insurance Premium & Cost Sharing Assistance		
Home Health Care		
Home & Community-based Health Services		
Hospice Services		
Mental Health Services		
Medical Nutrition Therapy		
Medical Case Management (Including Treatment Adherence)		
Substance Abuse Services-Outpatient		
Support Services		
Non-Medical Case Management		
Child Care Services		
Emergency Financial Assistance		
Food Bank/Home-delivered Meals		
Health Education/Risk Reduction		
Housing Services		
Legal Services		
Linguistic Services		
Medical Transportation Services		
Outreach Services	Oakland County Health Division	\$635,728
Psychosocial Support Services		
Referral for Health Care/Support Services		
Rehabilitation Services		
Respite Care		
Substance Abuse Services-residential		
Treatment Adherence Counseling		

Methodology: General Fund Administration Support for HIV/AIDS prevention program.

FISCAL NOTE (MISC. #18XXX)

BY: Commissioner Thomas Middleton, Chairperson, Finance Committee

IN RE: DEPARTMENT OF HEALTH AND HUMAN SERVICES/HEALTH DIVISION – RYAN WHITE HIV/AIDS TREATMENT EXTENSION ACT OF 2009 INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF OAKLAND AND THE CITY OF DETROIT

To the Oakland County Board of Commissioners

Chairperson, Ladies and Gentlemen:

Pursuant to Rule XII-C of this Board, the Finance Committee has reviewed the above referenced resolution and finds:

1. The resolution authorizes an intergovernmental agreement between Oakland County and the City of Detroit which will establish the framework to ensure that eligible local governments provide maintenance of effort expenditure information related to the Ryan White Extension Act.
2. The City of Detroit Health Department and Southeastern Michigan HIV/AIDS Council (SEMHAC) directly allocated \$2,100,000 of Ryan White Part A funding to community agencies within Oakland County in FY 2017/2018 for the provision of services to persons with HIV/AIDS.
3. The Oakland County Health Division does not receive any funding from the Ryan White HIV/AIDS Treatment Extension Act of 2009.
4. Article III of the agreement allows the SEMHAC to review all findings and supplemental information from the ongoing needs assessment to establish funding priorities.
5. There is no fiscal impact on the County with this Agreement, and no budget amendment is required.

Commissioner Thomas Middleton, District #4
Chairperson, Finance Committee

MISCELLANEOUS RESOLUTION #18xxx

BY: Commissioner Christine Long, Chairperson, General Government Committee,

**IN RE: DEPARTMENT OF HEALTH AND HUMAN SERVICES/CHILDREN'S VILLAGE DIVISION –
INTERLOCAL AGREEMENT BETWEEN OAKLAND COUNTY AND THE MICHIGAN DEPARTMENT
OF HEALTH AND HUMAN SERVICES FOR THE PROVISION OF SHELTER RESIDENTIAL FOSTER
CARE**

To the Oakland County Board of Commissioners

Chairperson, Ladies and Gentlemen:

WHEREAS the Oakland County Children's Village continues to provide shelter care services for neglected and abused youth; and

WHEREAS the Michigan Department of Health and Human Services requires a contract in order for Oakland County Children's Village to continue to receive reimbursement for shelter care services to abused and neglected youth placed in shelter care; and

WHEREAS the Michigan Department of Health and Human Services has established \$359.13 as the per diem rate; and

WHEREAS services made available under this contract are effective October 1, 2018 through September 30, 2021 with the provision of a two-year contract extension.

NOW THEREFORE BE IT RESOLVED that the Oakland County Board of Commissioners approves and authorizes the Chairperson to sign the attached Interlocal Agreement between Oakland County and The Michigan Department of Health and Human Services for shelter care services at Oakland County Children's Village.

BE IT FURTHER RESOLVED that this agreement will take effect upon Board of Commissioner approval and authorization.

Chairperson, on behalf of the General Government Committee, I move the adoption of the foregoing resolution.

Commissioner Christine Long, District #7
Chairperson, General Government Committee

ADR REVIEW SIGN OFF – Department of Health & Human Services/ Children’s Village

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RESOLUTION TITLE: Interlocal Agreement Between Oakland County and the Michigan Department of Health and Human Services for the Provision of Shelter Residential Foster Care

DEPARTMENT CONTACT PERSON: Joanna Overall/858-1164

DATE: 9/5/2018

DEPARTMENT REVIEW

Department of Human Resources:

Approved (No Committee) – Heather Mason (8/31/2018)

Corporation Counsel:

Approved – Bradley Benn (8/31/2018)

Department of Management and Budget:

Approved – Lynn Sonkiss (9/5/2018)

**Michigan Department of Health and Human Services
Bureau of Grants and Purchasing (BGP)
PO Box 30037, Lansing, MI 48909**

**Or
235 S. Grand Avenue, Suite 1201, Lansing, MI 48933**

**CONTRACT NUMBER: MA-180000000832
Between
MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES
And**

CONTRACTOR		PRIMARY CONTACT	EMAIL
County of Oakland, A Michigan Constitutional Corp.		Jody Overall	OverallJ@oakgov.com
CONTRACTOR ADDRESS			TELEPHONE
1200 N. Telegraph Road, Pontiac, MI 48341			248-858-1164
STATE CONTACT	NAME	TELEPHONE	EMAIL
Contract Administrator	Sarah Goad	517-599-8408	goads@Michigan.gov
BGP Analyst	Bonnie Fineis	517-373-4108	fineisb@Michigan.gov

CONTRACT SUMMARY			
SERVICE DESCRIPTION	SHFC19-63001 Shelter Foster Care (SHFC)		
GEOGRAPHIC AREA	Statewide		
INITIAL TERM	EFFECTIVE DATE*	EXPIRATION DATE	AVAILABLE OPTION YEARS
3 years	October 1, 2018	September 30, 2021	2
MISCELLANEOUS INFORMATION			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION		\$6,000,000.00	
CONTRACT TYPE	Per Diem		

*The effective date of the contract shall be the date listed in the "Effective Date" box above, or the date of Michigan Department of Health and Human Services (MDHHS) signature below, whichever is later.

The undersigned have the lawful authority to bind the Contractor and MDHHS to the terms set forth in this Contract. Section 291 of the fiscal year 2016 Omnibus Budget, PA 84 of 2015, requires verification that all new employees of the Contractor and all new employees of any approved subcontractor, working under this Contract, are legally present to work in the United States. The Contractor shall perform this verification using the E-verify system (<http://www.uscis.gov/portal/site/uscis>). The Contractor's signature on this Contract is the Contractor's certification that verification has and will be performed. The Contractor's signature also certifies that the Contractor is not an Iran linked business as defined in MCL 129.312.

FOR THE CONTRACTOR:

County of Oakland, A Michigan Constitutional Corp.

Contractor

Signature of Director or Authorized Designee

Print Name

Date

FOR THE STATE:

MICHIGAN DEPARTMENT OF HEALTH AND
HUMAN SERVICES

Signature of Director or Authorized Designee

Christine H. Sanches

Print Name

Date

Anticipated Total Contract Value: \$6,000,000.00

This Contract will be in effect from the date of MDHHS signature through September 30, 2021. No service will be provided and no costs to the state will be incurred before October 1, 2018 or the effective date of the Contract, whichever is later. Throughout this Contract, the date of MDHHS signature or October 1, 2018 whichever is later, shall be referred to as the begin date.

At the discretion of MDHHS this Contract may be renewed by an amendment not less than 30 days before its expiration. This Contract may be renewed for up to two additional one-year periods.

1. PROGRAM REQUIREMENTS

1.1. Client Eligibility Criteria

a. Eligible Clients

Services provided by the Contractor under this Contract are limited to those children for whom MDHHS can legally provide care and services and for whom MDHHS makes a State payment, including those whom are Title IV-E eligible.

County child-care funded children referred to MDHHS for care and supervision by probate court but for whom MDHHS may have no legal responsibility to make a payment are also eligible children.

b. Determination of Eligibility

MDHHS shall determine the children and families' eligibility and document this in the Michigan Statewide Automated Child Welfare Information System (MiSACWIS).

1.2. Referrals

a. Referrals

- 1). MDHHS shall be responsible for determination of client eligibility for funding.
- 2). The referring primary caseworker/agency, Regional Placement Unit (RPU) or shall provide to the Contractor referral material which complies with this Contract.

- 3). MDHHS shall not transfer legal responsibility for any child to the Contractor except as provided herein.

b. Referral Packet

At the time of referral, the referring primary caseworker/agency or RPU shall provide the Contractor with a referral packet (every attempt will be made to include all items) which shall include:

- 1) A copy of the commitment order or placement and care order from the court, or appropriate documentation of authorization from the local law enforcement agency.

MDHHS shall not refer a child for placement prior to a fully executed Individual Service Contract (DHS 3600). In event of an emergency placement, the DHS-3600 shall be fully executed no later than the first working day following placement.

- 2) A MiHealth card or the Medicaid recipient identification number, if the child is active for Medicaid and the MiHealth card is not available. If the child is to be enrolled in Medicaid, MDHHS shall provide a copy of the Medicaid recipient ID number to the Contractor as soon as it is issued or the status of the Medicaid ID number application.
- 3) Child's behavioral history including incidences of aggression, prior hospitalizations, etc.
- 4) Child's placement history.

c. Within 10 business days of a child's placement, the referring primary caseworker/agency or RPU shall provide the following:

- 1) A photocopy of the birth verification, or copy of the request for verification. MDHHS shall immediately forward a copy of the birth verification upon receipt.
- 2) A photocopy of the Social Security Card or verification provided by MDHHS identifying the child's Social Security Number.
- 3) A copy of the Medical Passport (DHS-221).
- 4) If available, a copy of the Youth Health and Dental Record or other documentation of physical and dental examination(s) within the past 12 months and history including immunization record.
- 5) Court studies and reports, when available.

6) Copies of all psychological/psychiatric reports, evaluations, assessments, medication monitoring visits related to mental health care.

7) Trauma assessments.

8) Psychological assessments are not to be routinely required for intake decision-making. If the Contractor requests a psychological evaluation and the local MDHHS office agrees that a psychological evaluation is appropriate, the local MDHHS office shall arrange and pay for the evaluation within the allowable payment maximum.

If the local MDHHS office does not agree that an evaluation is necessary, the Contractor is responsible for arranging the evaluation. The cost of the evaluation may be billed to the child's medical insurance provider if the service is covered, if not the costs are covered by the per diem reimbursement rate.

9) Copies of current Psychotropic Medication Consent (DHS-1643) for current prescriptions. (See FOM 802-1). The referring MDHHS/PAFC caseworker shall coordinate with the attending medical provider to ensure the child has a minimum of a 14-day supply of prescribed medications AND a prescription for all current medications, OR a 30-day supply of all medications.

10) Copy of the Child Protective Services Transfer Summary as specified in the FOM 722-01.

11) Educational reports, when available.

12) Exception request approval from DCWL for the placement of an adjudicated delinquent child in an abuse/neglect program. Court order required for the specific contracted abuse/neglect program.

When a child is discharged from the shelter the Contractor is not required to continue efforts to obtain any items not obtained above prior to discharge.

1.3 Admission Criteria

The emergency shelter program is available to males and females ages 0 through 17; who are unable to be placed in a family foster home and need temporary placement due to at least one of the following factors:

- a. Presents at removal significant behavioral challenges or other complex factors requiring a comprehensive assessment to either reunify or select an out-of-home placement.
- b. Currently be on a waiting list for a long term residential program

- c. Be in the process of stepping down from hospitalization
- d. Have a documented severe score on the Mental Health and Well-Being item on the Child Assessment of Needs and Strengths within the past 90 days and have repeated placement instability and a more thorough assessment is needed to either reunify or make a stable next placement

The Contractor shall accept all children referred 24 hours per day, 7 days per week, 365 days a year. The Contractor shall not reject or eject any eligible child referred for placement by any MDHHS County Office, PAFC agency, RPU or 24 Hour Unit.

The Contractor shall verify with MDHHS, RPU or referring agency that approval for placement in the shelter program has been obtained from the Business Service Center (BSC) 5 Director or their designee, prior to accepting any youth for placement if that placement occurs during regular business hours. If a placement is made after regular business hours the Contractor shall notify the BSC 5 Director (or designee) immediately the morning of the next business day.

1.4. Service Planning and Delivery

- a. MDHHS shall cooperate with the Contractor in completing the DHS-3600 and developing a service plan for the child and family. MDHHS shall ensure the Contractor receives the DHS-3600 at the time of the child's admission. In event of an emergency placement, the DHS-3600 shall be completed and signed no later than the first working day following placement.
- b. When a child is placed in an out-of-county, private, child-caring institution and the MDHHS caseworker may request monitoring service from the local MDHHS office where the child is placed. In that event, the MDHHS caseworker responsible for placement shall ensure that the DHS-3600 clearly states which local MDHHS office is responsible for ongoing monitoring of the child's care, as well as determining if the MDHHS caseworker or the Contractor will be responsible for ongoing service to the child's family. In the event of an emergency placement, the MDHHS caseworker responsible for placement shall ensure that the DHS-3600 is completed and signed no later than the first working day following placement.
- c. The primary caseworker/agency or RPU responsible for placement shall have weekly contact (phone, e-mail or face-to-face) with the Contractor to provide status updates regarding achievement of the discharge plan.
- d. The primary caseworker/agency or RPU responsible for placement shall review and approve or request modification of the Contractor's initial and updated case plans submitted by the Contractor.

- e. The primary caseworker/agency or RPU responsible for placement shall provide the Contractor a copy of the Foster Care Payment Authorization (DHS-626-YA) at the time of placement for all State paid placements.
- f. The primary caseworker/agency or RPU responsible for placement shall assure that the child has a basic wardrobe, as defined and documented by the DHS-3377 upon entering the Contractor's care.
- g. The primary caseworker/agency or RPU responsible for placement , except in emergencies or when constrained by a court order or parental demand, shall give at least 14 calendar days notification to the Contractor of any discharge decision made without the Contractor's concurrence.
- h. The primary caseworker/agency or RPU provider responsible for placement shall visit the child weekly face-to-face until discharge. The first visit shall occur within five business days of placement. The caseworker's visit includes observing the child's daily living and sleeping areas (FOM-722-06H, Caseworker Contacts). The Contractor shall allow the primary caseworker/agency or RPU provider responsible for placement to meet in private with the child during a portion of each visit.
- i. The Contractor shall allow the assigned primary caseworker/agency or RPU provider responsible for placement or another staff designated by the primary caseworker/agency or RPU provider responsible for placement to visit the child face-to-face upon request, and shall provide a place for them to meet privately, if requested.
- j. If an primary caseworker/agency or RPU provider responsible for placement does not meet the responsibilities outlined in this Contract, the Contractor shall notify the local MDHHS office County Director responsible for child welfare case management. If the dispute is not resolved, the Contractor is to contact the MDHHS Director of Field Operations, located in MDHHS Central Office Administration.

1.5. Legal or Court Related

MDHHS shall not transfer legal responsibility for any child to the Contractor except as provided herein.

MDHHS shall involve the Contractor, to the extent allowed by law, in matters relating to any legal or court activities concerning the child while in the Contractor's care. If the Contractor is to be involved in the court proceedings, MDHHS shall provide the Contractor with applicable written reports for court use upon request, subject to confidentiality requirements imposed by statute.

The Contractor shall ensure all directives and services ordered by the court are completed to the satisfaction of the court within the timeframes ordered.

2. CONTRACTOR RESPONSIBILITIES

2.1. Email Address

The Contractor authorizes MDHHS to use the contact information below to send Contract related communications. The Contractor shall provide MDHHS with updated contact information if it changes. The Contractor confirms that this person is either authorized to sign Contracts or is recognized by this organization to assume this responsibility.

Contact email address: **OverallJ@oakgov.com** |

2.2. Requests for Information

The Contractor may be required to meet and communicate with MDHHS representatives and from time to time MDHHS may require that the Contractor create reports or fulfill requests for information as necessary to fulfill the MDHHS' obligations under statute and/or Dwayne B. v. Snyder, et al., 2:06-cv-13548, herein referred to as the Implementation, Sustainability, and Exit Plan (ISEP).

2.3. Geographic Area

The Contractor shall provide all services described herein in the following geographic area: Statewide

2.4. Licensing Requirements and Number of Children in Care

The MDHHS DCWL Division of Child Welfare Licensing (DCWL) is the licensing agency for Child Caring Institutions (CCI). A license is issued to a certain person or organization at a specific location, is non-transferable, and remains the property of the Department. Therefore, an institution must be established at a specific location.

The Contractor shall ensure that, for the duration of this Contract, it shall maintain a license for those program areas and services that are provided for in this Contract. If the Contractor fails to comply with this section, MDHHS may terminate this Contract for default.

The Contractor is licensed to provide service under this Contract under the following license number: CE630201059

At no time shall the number of children in care exceed the licensed capacity of the facility specified in the Contractor's license. On no day during this Contract

period, shall there be more than 18 children in placement for whom MDHHS has the responsibility to make a State payment. MDHHS does not guarantee any minimum number of referrals or children in care at any point in time. If the Contractor is able to admit more than the contracted number of youth (but not more than the licensed capacity), a Bed Capacity Exception must be obtained by the primary caseworker/agency through DCWL prior to placement.

2.5. Location of Facilities

The Contractor shall provide services described herein at the following location(s):

1300 N. Telegraph Road, Pontiac, MI 48341

2.6. Program Name ,Statement and Focus

Program Name: Children's Village-Mandy's Place

a. The focus of the shelter program is to:

- 1) Provide a safe residential environment in which children who have been removed from their home can be evaluated for services.
- 2) Provide an evaluation of the appropriate placement for a child to ensure that appropriate information is obtained in order to facilitate service planning and placement stability.

b. This program is only available for thirty days or less unless an exception is made in writing by the MDHHS County Director or designee. An exception to this limitation may be made for:

- 1) Children who have an identified and approved placement but the placement is not available within 30 days of the child's entry to an emergency or temporary facility.
- 2) Children whose behavior has changed so significantly that the County Director or his/her manager designee has certified that a temporary placement for the purposes of assessment is critical for the determination of an appropriate foster placement. In no case shall a child remain in an emergency or temporary facility more than 45 days.

c. The Contractor shall provide MDHHS with copies of its program statement for the program covered under this Contract. The program statement shall comply with the requirements of MDHHS DCWL standards specific to the license listed in Section 2.4 and with all federal laws related to the mixing of abuse/neglect and juvenile justice programs. The Contractor shall inform MDHHS of any changes made to the program statement at any point during

the term of this Contract and provide copies of the new statement to MDHHS.

2.7. Provider Numbers

MiSACWIS Provider Number: 10400607

Bridges Provider Number: 6358407

2.8. Credentials

The Contractor shall assure that all staff performing functions under this Contract, including contractor employees, volunteers and/or subcontractors, are appropriately screened, credentialed, and trained. Additional staff requirements are identified in Section 2.10, d. of this Contract.

2.9. Compliance Requirements

- a. The Contractor shall comply with all applicable MDHHS policy Children's Foster Care Manual (FOM) and MDHHS policy amendments, including interim policy bulletins.
- b. Throughout the term of this Contract, the Contractor shall ensure that it provides all applicable MDHHS policy and MDHHS policy amendments (including interim policy bulletins) and applicable Administrative Codes to social service staff. The Contractor shall ensure that social service staff complies with all applicable requirements.

MDHHS policies, amendments and policy bulletins, are published on the following internet link: <https://dhhs.michigan.gov/olmweb/ex/html/>. Administrative Codes are published at on the following internet link: http://michigan.gov/lara/0,4601,7-154-35738_5698-118524--,00.html

- c. Michigan Department of Health and Human Services (MDHHS) will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, height, weight, marital status, gender identity or expression, sexual orientation, political beliefs, or disability.

The above statement applies to all MDHHS supervised children, and to all licensed and unlicensed caregivers and families that could potentially provide care or are currently providing care for MDHHS supervised children, including MDHHS supervised children assigned to a contracted agency.

- d. The Contractor shall provide services within the framework of Michigan's Child Welfare Practice Model, MiTEAM. The Contractor shall utilize the skills of engagement, assessment, teaming and mentoring in partnering

and building trust based relationships with families and children by exhibiting empathy, professionalism, genuineness and respect. Treatment planning shall be from the family driven, youth guided perspective clearly articulated with all relevant members of the treatment team.

- e. The Contractor shall comply with the following provisions of 2015 PA 53. Specifically, once a Contractor accepts a referral from MDHHS, by doing either of the following:
 - 1) Submitting to MDHHS a written Contract to perform the services related to the particular child or particular individuals that the Department referred to the Contractor; or
 - 2) Engaging in any other activity that results in the MDHHS being obligated to pay the Contractor for the services related to the particular child or particular individuals that the Department referred to the Contractor.

The Contractor acknowledges that it has waived any legal protections under MCL 722.124e, MCL 722.124f, and/or MCL 710.23g to decline to provide such services based on an assertion that to do so would conflict with the Contractor's sincerely held religious beliefs contained within its statement of faith, written policy, or other document adhered to by the Contractor.

- f. The Contractor shall ensure compliance with all applicable provisions and requirements of the Dwayne B. v. Snyder, et al., 2:06-cv-13548, Implementation, Sustainability, and Exit Plan.

Additional Compliance Provisions

The contractor shall also comply with the provisions of:

- 1) 1984 Public Act, 114, as amended being M.C.L. 3.711 *et seq.*, Interstate Compact on the Placement of Children.
- 2) 1975 Public Act 238, as amended, being M.C.L. 722.621 *et seq.*, Child Protection Law.
- 3) 1982 Public Act 162, as amended, being M.C.L. 450.2101 *et seq.*, Michigan Nonprofit Corporation Act.
- 4) 1994 Public Act 204, as amended, being M.C.L. 722.921 *et seq.*, Michigan Children's Ombudsman Act.
- 5) 1973 Public Act 116, as amended, being M.C.L. 722.111 *et seq.*, Michigan Child Care Organization Act.
- 6) 1939 Public Act 288, Chapter X, being M.C.L. 710.1 *et seq.*, Michigan Adoption Code.
- 7) 1984 Public Act 203, as amended, being M.C.L. 722.951 *et seq.*, Michigan Foster Care and Adoption Services Act.

- 8) The Social Security Act as amended by the Multiethnic Placement Act of 1994 (MEPA); Public Law 103-382, and as amended by Section 1808 of the Small Business Job Protection, the Interethnic Adoption Provision (IEAP).
- 9) The Indian Child Welfare Act (ICWA); Public Law 95-608 being 25 U.S.C. 1901 *et seq.*
- 10) 1976 Public Act 453, as amended, being M.C.L. 37.2101 *et seq.*, Elliott-Larsen Civil Rights Act.
- 11) Fostering Connections to Success Act of 2008
- 12) Preventing Sex Trafficking and Strengthening Families Act, Federal PL113-183
- 13) Social Security Act, 42 USC 671(a)(20)
- 14) 2017 Public Acts 246 through 255, Michigan Opioid Laws

2.10. Services to be Provided

Services provided under this Contract shall be trauma informed and based on evidence and best practices to effect optimal outcomes. Services must be delivered according to each child's assessed needs with interventions aligned with the identified needs and desirable outcomes. Resources for evidence based interventions and practices can be found at:

- Building Bridges Initiative (BBI); www.buildingbridges4youth.org
- American Academy of Pediatrics; <http://www2.aap.org/compeds/doch/mentalhealth/KeyResources.html>
- SAMHSA's National Registry of Evidence-based Programs and Practices; www.nrepp.samhsa.gov
- California Evidence-Based Clearinghouse for Child Welfare; <http://www.cebc4cw.org>
- The National Child Traumatic Stress Network; www.NCTSN.org
- American Academy of Child and Adolescent Psychiatry (AACAP); www.aacap.org.

The Contractor, within the constraints of the agency's Contract, shall incorporate normalcy activities into residential programming. These activities must comply with the reasonable and prudent parent standard to help children develop skills essential for positive development.

a. Residential Care

The Contractor shall ensure that each child in its care shall be provided with the elements of residential care outlined in the MDHHS DCWL Child Caring Institution standards specific to the license listed in Section 2.4 of this Contract.

b. Standardized Assessment Tools

The Contractor shall utilize the following assessment tools to assess the child's overall progress in functioning while in the program:

- 1) Child Assessment of Needs and Strengths (CANS)
- 2) Casey Life Skills Assessment or Daniel Memorial Assessment (For children 14 years of age and older)

The Contractor shall administer the assessment tools within 14 calendar days of admission.

Throughout the term of this Contract the Contractor shall maintain the capability to provide services 24 hours a day, 365 days a year as specified in the treatment plan for each child and his/her family accepted for care.

The range of services specified below establishes a range and number of services to be provided. Services provided to each child shall be individually determined based on the CANS, and Casey Life Skills Assessment, and shall be documented in the child's assessment.

c. Referral and Intake Process

1) Referral Packet

At the time of referral, the primary caseworker/agency or RPU shall provide the contractor with a complete referral packet as outlined in Section 1.2 of this Contract.

2) Referral

- a) The Contractor shall accept and act on referrals from primary caseworker/agency or RPU or 24 hour unit upon receipt of a referral. The Contractor shall obtain approval of the Business Service Center Director prior to accepting any youth from outside Contractor's county of operation. The referring primary caseworker/agency or RPU shall not be required to complete application or other Contractor forms for inclusion in the agency case record or agency files or for any other purpose.
- b) The Contractor shall not accept a child for placement prior to a fully executed Individual Service Contract (DHS-3600). In event of an emergency placement, the DHS-3600 shall be fully executed no later than the first working day following placement.

3) Intake

- a) The Contractor and the assigned primary caseworker/agency or RPU shall meet at the time of placement to share information which will assist in the care and supervision of the child. If the placement occurs after normal business hours, the meeting shall take place in the next business day.
- b) The Contractor shall complete a DHS-3377 and document all of the personal belongings that a child has at placement.
- c) The Contractor shall develop a preliminary assessment within seven calendar days of admission. The plan shall include:
 - i. A comprehensive assessment of the child's physical/mental health needs
 - ii. An assessment of the child's immediate and specific needs & diagnosis.
 - iii. The specific services to be provided by the contractor and other resources to meet the identified needs
 - iv. Goals, outcomes, and timeframes for achievement
 - v. Placement recommendation
 - vi. Barriers to achievement of the recommended placement and plans to eliminate barriers
- d) The Contractor shall develop an assessment-based plan within 20 calendar days of placement, and every 15 calendar days thereafter. The Contractor shall document the assessment-based plan on the identified Children's Foster Care Residential Care Case Plans. The Contractor shall ensure that licensed clinical personnel (master's level social worker, master's level counselor, licensed psychiatrist, and/or psychologist) conduct a bio-psychosocial evaluation, or review a recent bio-psychosocial evaluation (within the past year) that includes:
 - i. A psychiatric history, as necessary
 - ii. Social history
 - iii. A mental status examination
 - iv. A trauma assessment
 - v. Intelligence and projective tests, if necessary
 - vi. A behavioral appraisal
 - vii. Family, environmental, cultural, and religious or spiritual preferences
 - viii. Behaviors that necessitated a more restrictive placement setting for the child
 - ix. Reviewing previous psychotherapeutic and psychiatric assessments and treatment
 - x. An updated assessment of the child's specific needs & diagnosis.
 - xi. Placement recommendations

xii. Recommended service to meet the child's identified needs.

d. Staffing

The Contractor shall provide trained staff sufficient to adequately fulfill the terms of this Contract and shall demonstrate a good faith effort to recruit and employ staff that reflect the racial, ethnic and cultural composition of the Contractor's client population.

1) Child Care Services

Child care services are defined as those activities necessary to meet the daily physical, social and emotional needs of the child. Specific direct care staffing ratios are defined within. The Contractor shall:

- a) Assure the availability, within 10 minutes, of on-call Contractor support staff or contracted staff for emergency assistance at all times.
- b) Have available to all staff a written emergency plan for contacting police, fire, or emergency medical staff.
- c) Develop and implement standard operating procedures relative to emergency planning, to be shared with all staff and contain at a minimum the following:
 - i Procedures that provide direction to staff encountering the following situations:
 - Bomb threat/device
 - Chemical spill
 - Fire
 - Natural disaster (tornado, heavy snow, flood, etc.)
 - Loss of utilities (heat, electricity, water, or other power outages)
 - Other disruptions (hostage situations, armed intruders, etc.)
 - ii A list of emergency telephone numbers (Police, Fire Department, Ambulance and Utilities).
 - iii Clear direction:
 - For emergency evacuation, including type of evacuation and exit route assignments.
 - To employees performing rescue or medical duties.
 - To ensure notification of administration.
 - To account for all children and staff.
 - For contacting emergency services.
 - To provide notification to MDHHS of the emergency no later than the next business day.

Directions must be placed in areas readily available to staff. The Contractor shall review and annually update (or more frequently as needed) the emergency plans and written directions.

2) Staff Education and Experience Qualifications:

a) All program staff shall possess the following minimum qualifications:

- i A non-judgmental, positive attitude toward children with mental health and behavioral problems
- ii Training, education or experience in the area of human services
- iii Training or experience working with at risk children and families
- iv Cultural and ethnic sensitivity, as well as diversity competency
- v Knowledge and training of and skills in the area of mental health, substance abuse, child sexual behavior and child development
- vi Ability to engage with, and relate to, children with multiple problems
- vii Skills in crisis intervention, assessment of potentially violent situations and short-term goal setting

b) Therapy services shall be provided by one of the following:

- i. Licensed Masters Level Social Worker
- ii. Licensed Masters Level Counselor
- iii. Limited License Masters Level Psychologist
- iv. Licensed Psychologist, PhD
- v. Limited License Master's level counselor or Limited License Masters level Social Worker under the supervision of a Licensed Counselor or a Licensed Masters level Social Worker
- vi. Psychiatrist trained to work with youth and families: Board Certified in Child/Adolescent Psychiatry is preferred.

If therapy services are subcontracted, the Contract must ensure the subcontracted provider has the appropriate credentials outlined in this Contract.

3) Staff Training Requirements

a) The Contractor shall provide 50 hours of training during a new hire's first year of employment. The Contractor shall provide a minimum of 40 hours within the first 30 calendar days of employment. Sixteen of the 40 hours of training shall occur prior to direct care staff having unsupervised contact with children. The remaining 10 hours shall be completed prior to the end of the first year of employment.

Orientation shall include topics identified in the Licensing Rules for Child Caring Institutions R400.4128, as well as the Child Protection Law, mandated reporting requirements, family/child engagement, interpersonal communication, appropriate discipline, crisis intervention, child handling and de-escalation techniques and basic group dynamics.

- b) A minimum of 25 hours per year of staff training shall be provided to existing direct care staff.
- c) Annual training topics shall be selected from but not limited to the areas identified in R400.4128 and the following:
 - i. Working as part of a team
 - ii. Relationship building
 - iii. Family/child engagement
 - iv. Understanding and analyzing problem behaviors
 - v. Positive behavior support
 - vi. Setting clear limits
 - vii. Interpersonal communication
 - viii. Appropriate discipline, crisis intervention, child handling and de-escalation techniques
 - ix. The significance of the birth family, value of visitation, importance of attachment and strengthening family relationships, impact of separation, grief and loss issues for children in foster care, and children's need for permanency
 - x. Understanding and recognizing the emotional and behavioral issues and/or physical needs of abused/neglected children
 - xi. Medication management: Administration, monitoring, recording, secure storage, medication side effects and procedure for reporting side effects, medication reviews and foster care child specific process for obtaining informed consents for medication changes
 - xii. Cultural competency
 - xiii. Effects of trauma
 - xiv. Suicide prevention and/or intervention
 - xv. Child development
 - xvi. Trauma informed practices
 - xvii. Strength-based interventions and interactions
 - xviii. Defusing threatening behaviors
 - xix. Solution focused assessment and case planning
- d) All program staff will be trained to serve as a role model for the following: appropriate social skills, prioritizing needs, negotiation skills, accessing local resources, hygiene and grooming preparation, food preparation and anger management.
- e) All program staff shall be provided with annual trauma-focused program training to maintain a trauma-informed milieu and treatment environment. Trauma-focused programming must be based on an evidence-based treatment model.

4) Staffing Ratio

The Contractor shall:

- a) Provide a minimum of one on-duty direct child care staff for every four children during waking hours
- b) Maintain a minimum of one on-duty direct child care staff for every eight children during sleeping hours. All of these staff shall be awake during this period. Room checks must be conducted at variable intervals of no more than every 15 minutes between checks during sleeping hours.

If the child poses a threat to self or others, the Contractor may be approved to provide 1:1 staffing ratio. The approval for 1:1 staffing must be requested in writing to DCWL by email or fax. For requests sent via email, the request must be secured and encrypted to protect the child's personal information.

e. Reporting

The Contractor shall develop and submit to the primary caseworker/agency or RPU responsible for placement: all case summaries, incident reports, arrests, death notifications and other reports as required in the Children's Foster Care Manual (FOM) and the MDHHS DCWL standards specific to the Contractor's license specified in Section 2.4 of this Contract.

The Contractor shall submit the Preliminary Assessment to the responsible primary caseworker/agency or RPU provider within 14 calendar days of placement.

The Contractor shall complete a comprehensive assessment-based plan within 20 calendar days of placement and every 15 calendar days thereafter. The Contractor shall submit all subsequent case service plans to the primary caseworker/agency or RPU responsible for placement within 7 calendar days after the due date.

The Contractor shall submit a photo of the child to the primary caseworker/agency or RPU responsible for placement taken at the time of placement. A copy of the photo shall be maintained in the child's file.

The Contractor shall provide the local MDHHS County Office and RPU with a daily bed availability report.

f. Restraint and Seclusion

The Contractor shall not use Positive Peer Culture, peer-on-peer restraint or any forms of corporal punishment.

The Contractor shall report the use of seclusion/isolation and restraint within 24 hours (or the next business day) of the use of seclusion/isolation or restraint. The Contractor will utilize the Incident Reporting Form in MiSACWIS to record all incidents of seclusion/isolation and restraint.

g. Transition and Discharge Planning

Transition and discharge planning shall begin at the time of admission. The Contractor shall develop a transition/discharge plan in collaboration with the child, parent or guardian, agency with placement responsibility, foster parents, relative caregiver and Lawyer Guardian ad Litem (LGAL) during the initial and subsequent Family Team Meeting to be held, within seven calendar days of admission. The child's transition/discharge plan shall include:

- 1) A projected date for discharge
- 2) The level of care projected to be needed at discharge
- 3) Transfer of information (e.g. medical records, mental health records, etc.)
- 4) A planned contact schedule, to prepare the family/caregiver(s) for a well-supported discharge placement

The Contractors shall provide the following for a child whose placement recommendation is residential:

- 1) Child-specific information and provide all required documentation for a child whose placement recommendation is residential.
- 2) Notification to the local MDHHS County Office or RPU staff and assigned caseworker of pre-placement interviews held at the facility.
- 3) Will work with the case worker to ensure transportation and coordinate transportation for the child to pre-placement interviews held off site if requested by the primary caseworker/agency or RPU responsible for placement.

h. Family Team Meetings

Family Team Meetings are an essential component of MiTEAM and serve as the primary forum for collaborative case planning for the child and family. The overall goals of the Family Team Meetings are used to plan and review for the child ensuring the child receives an appropriate array and quantity of services necessary to stabilize him/her clinically and behaviorally and to prepare him/her to succeed in less restrictive community based settings after discharge.

Upon admission, the Contractor shall coordinate with the primary caseworker/agency or RPU responsible for placement, the family and the

child to identify members of the child's team for ongoing participation in case planning Family Team Meetings facilitated by primary caseworker/agency or RPU. The Contractor shall incorporate relevant planning goals/action steps regarding the child(ren) from previous Family Team Meetings into the Contractor developed initial case plan due 30 days from admission. The Contractor and child(ren) shall participate in quarterly Case Planning Family Team Meetings facilitated by the assigned primary caseworker/agency or RPU, and align Contractor developed quarterly case plans with Family Team Meeting/Parent Agency Treatment plans.

For youth who are developmentally appropriate to participate in a Family Team Meeting, the Contractor shall facilitate a Pre-Meeting Discussion with the child at least 24 hours prior to the Family Team Meeting. The Contractor shall participate with the youth in person or via phone conference at all Case Planning/Case Plan Reassessment Family Team Meeting.

The Contractor shall work with the child, family, treatment team, primary caseworker/agency or RPU and local CMH provider to assist the child in developing ties to his/her community and other non-family resources. These ties provide assistance and connections with caregivers to help meet the child's relationship needs.

i. Legal or Court Related

The Contractor shall cooperate with the primary caseworker/agency or RPU responsible for placement of the child in matters relating to any legal or court activities concerning the child. These activities may include, but are not limited to:

- 1) Transportation of the child to and from court hearings
- 2) Supervision of the child during transport or while present at the hearing
- 3) Court testimony, recommendations, and reports to the court as requested by the court. If court reports and recommendations are requested, the Contractor shall send the reports to the local MDHHS County Office or RPU for review three business days prior to the court hearing.

j. Absent Without Legal Permission

The Contractor shall have a clearly defined process for determining when a child is AWOLP from the placement. The process shall delineate how the facility and grounds are searched, what personnel will be involved in the search, and how the determination will be made that the child is AWOLP from the placement.

Once determined that a child is AWOLP from the placement, the Contractor shall:

- 1) Immediately notify law enforcement agencies that the child under their care has failed to return at the expected time
- 2) Immediately file a missing person report with law enforcement
- 3) Immediately notify the local office the primary caseworker/agency or RPU responsible for placement of the child's AWOLP status

k. Independent Living Preparation

Independent Living preparation is defined as a comprehensive and coordinated set of activities that will assist children aged 14 and older in preparing for a state of independence or providing care of oneself socially, economically, and psychologically.

The Contractor shall support the child's independent living plan as outlined in the child's case plan including any independent living preparation skills including, but not limited to: budgeting and money management; employment seeking skills; communication skills; relationship building; establishing health and hygiene routines; household maintenance and upkeep; educational assistance; preventive health services; parenting skills and accessing community services.

l. Clinical Case Management and Day to Day Crisis Counseling

The Contractor shall provide clinical case management and day-to-day crisis counseling for each child.

m. Inclusion and Involvement of Parents, Other Family Members or Caregivers:

Families (including incarcerated parents) and placement caregiver(s) shall be included as extensively as possible from the beginning of the admission process through discharge whenever it is in the best interest of the child. Families and caregiver(s) shall be supported and involved in all aspects of the child's treatment and discharge planning. All services shall be provided in a manner that ensures children, families and placement caregiver(s) receive comprehensive, culturally competent interventions.

The Contractor shall, in accordance with each child's individual plan:

- 1) Include the family (birth, relative, identified adult support or permanent caregiver) in the development of the initial and updated plans and specifically document the family's involvement in the plan and permanency goal.
- 2) Provide routine transportation and flexible hours to accommodate the family's time schedule to facilitate the family's accomplishment of the treatment goals. Routine transportation is defined as any travel, including

travel for family visitation, required by the child or family for treatment purposes which occurs in the Contractor's geographic area to be served, that may not reasonably be provided by the parents or other funding source. The Contractor shall coordinate/collaborate with the primary caseworker/agency or RPU responsible for placement to resolve transportation barriers.

- 3) Describe the agency's plan to reduce the barrier of distance of a family to the agency to ensure ongoing family contact as outlined in the FOM 722-06I, Maintaining Connections Through Visitation and Contact.
- 4) Actively facilitate and supervise parental visits as outlined in the FOM 722-06I, Maintaining Connections Through Visitation and Contact. The Contractor shall maintain for each child a record of parental visits including dates, times, lengths of visit, and any other significant information.
- 5) Provide an identifiable area for family visits which offer privacy and comfort.
- 6) In collaboration with the agency responsible for placement, allow for regular sibling visitation and other required sibling interaction as outlined in the FOM and provide supported intervention, based on the child's treatment needs, to encourage and strengthen sibling relationships.
- 7) Make arrangements for the child to make immediate phone contact (within two hours of placement) with his parents and/or siblings whenever reasonably possible.
- 8) Not withhold family contact (in any form) as a method of discipline.
- 9) Make concerted efforts to ensure the child is present for identified special recruitment activities if the child is available for adoption without an identified adoptive family. If there are safety concerns or other identified treatment concerns, the Contractor shall consult with the primary caseworker/agency or RPU responsible for placement.

n. Religion and Cultural

The Contractor shall respect the religious preference of the child and his/her parent(s) or legal guardian.

The Contractor shall ensure each child is afforded opportunities to attend religious services or activities in his/her religious faith of choice. The Contractor shall arrange for or ensure reasonable means are provided for transportation of a child to services or activities on or off site. Safety of the

child must always be a priority concern when transporting and supervising children.

The Contractor shall not require or coerce a child to participate in religious services or activities, shall not discipline, discriminate against, or deny privileges to any child who chooses not to participate. The Contractor shall recognize and take into consideration the racial, cultural, ethnic and religious backgrounds of a child when planning various activities or religious activities.

o. Education

The Contractor shall ensure every child is provided with appropriate educational services. Those services shall be provided in accordance with the requirements set forth in the FOM, and MDHHS DCWL standards for the license specified in Section 2.4 of this Contract, and as detailed in the Implementation, Sustainability, and Exit Plan.

In addition, the Contractor shall:

- 1) Collaborate with the child's identified school to screen for possible educational disabilities; and if a disability is suspected, refer the child for an Individual Education Program Team (IEPT) evaluation within the first five calendar days of placement to assess, plan and place the child in the most appropriate educational/vocational program.
- 2) Request prior educational assessments within five calendar days of placement to assist in assessing the current educational needs. Documentation of diligence in requesting records must be included in the child's file.
- 3) Assure that program staff are available to the school staff in crisis situations to assist in managing the crisis or to call for assistance.
- 4) Provide or arrange structured educational and/or vocational activities for children suspended from or expelled from school, or who have passed their General Education Development (GED) test, (i.e., structured homework time, additional reading or writing activities, online educational programming, independent study assignments and independent living skills).
- 5) Take an active role in monitoring and maintaining school progress for children whether or not they attend a structured school program. Interventions may include, but are not limited to, obtaining school assignments, monitoring completion of homework, capturing and reporting grades and test scores when and where available, and additional tutoring.
- 6) Provide tutorial services to a child, as necessary, based on the child's Individualized Education Plan (IEP) or treatment plan. Tutorial staff must have appropriate educational credentials to provide tutorial services. Appropriate educational credentials are determined by the Contractors Permanency/Educational Specialist.

- 7) Provide advocacy and service planning for children that are expelled.
- 8) Be in compliance with Michigan's Department of Education rules and requirements if operating a school on grounds.
- 9) Provide transportation to and from the child's identified school if public school transportation is not available.
- 10) Provide behavioral aides as necessary to maintain a child in school.

p. Medical and Dental Care

The Contractor shall assure that children receive routine and non-routine medical and dental care as required in the FOM 801, Health Services for Foster Children and the MDHHS DCWL standards for the license specified in Section 2.4 of this Contract and as detailed in the Implementation, Sustainability, and Exit Plan. The Contractor shall provide all medical and dental information to the primary caseworker/agency or RPU responsible for placement to facilitate maintenance of the Medical Passport (DHS-221). In addition, the Contractor shall assure that specific health care is provided, including:

- 1) Rehabilitative, physical or dental procedures by medical personnel as necessary.
- 2) Utilization of enrolled Medicaid providers or a board certified physician or dentist volunteering his/her time for health procedures.
- 3) Provision of medication as prescribed by a treating physician. Agency must have a Standard Operating Procedure for dispensing and storage of medication.
- 4) Special diets provided as needed and regularly reassessed utilizing appropriate specialized personnel.
- 5) Forwarding the above DCWL required medical and dental examination reports to the primary caseworker/agency or RPU within five (5) working days of completion.
- 6) Coordination with the primary caseworker/agency or RPU responsible for placement for securing of prosthetic or mechanical equipment.
- 7) Review of prescriptive non-routine health care by medical personnel.

q. Wardrobe

The Contractor shall assure that children have an adequate wardrobe as defined by and documented on the Clothing Inventory Checklist (DHS-3377) while in placement and upon leaving placement. The Contractor shall complete the DHS-3377 upon placement and discharge. The Contractor shall provide the DHS-3377 to the primary caseworker/agency or RPU responsible for placement within five business days of placement and discharge. When the child is absent or at the conclusion of the placement, the Contractor shall have a process in place to keep the child's wardrobe and possessions safe until claimed by the child or MDHHS. If the possessions

are not claimed within 90 calendar days, the Contractor may dispose of the items at its discretion.

r. Recreation Activities

The Contractor shall provide daily access to appropriate recreation activities as defined by MDHHS DCWL standards for the license specified in Section 2.4 of this Contract.

s. Transitional Service Following Discharge

The Contractor shall send the case worker the discharge report based on the child's assessment and subsequent Contractor's recommendation.

2.11. Program Performance Objectives

During the contract period, the Contractor shall track individual youth for the performance objectives listed below. The Contractor shall supply the Oakland County Business Service Center contract administrator with monthly reports that include the statistics for the expected outcome measures listed below. These reports shall be submitted no later than the tenth day of the month following the reporting period.

- a. The number and percentage of all children supervised by the Contractor who were victims of substantiated maltreatment by facility staff.
- b. The percentage of children who were fully assessed within 7 days of placement.
- c. The percentage of children who remain in their home school if the referral originates in the county the shelter is located.
- d. The percentage of children discharged from the Contractor's program, who were discharged due to AWOLP status.
- e. The percentage of children who had a family visit within seven calendar days of placement and weekly thereafter unless any of the following exceptions are documented:
 - 1) The court orders less frequent visits
 - 2) The parents are not attending the visits despite the worker taking adequate steps to ensure the parent's ability to visit.
 - 3) One or both parents cannot attend the visits due to compelling circumstances such as hospitalization or incarceration
 - 4) The child is above the age of 16 and refuses such visits take place.
- f. The percentage of the children discharged from the program who have participated in a planned visitation schedule as outline in his/her transition plan.
- g. The percentage of children and families who were offered the opportunity to participate in Family Team Meetings.

- h. The percentage of families who were actively involved in the planning for the child unless any of the following exceptions are documented:
 - 1) The court orders no contact with the child
 - 2) The parents are not cooperating despite the worker taking adequate steps to engage the parents in the process
 - 3) One or both parents cannot participate due to compelling circumstances such as hospitalization or incarceration.
 - 4) The child is above the age of 16 and refuses such involvement with parent(s).

2.12. Audit Requirements

Contractor/Vendor Relationship

This Contract constitutes a contractor/vendor relationship with MDHHS. The Contractor must immediately report to the MDHHS Bureau of Audit any audit findings of fraud, an Going Concern, financial statement misstatements, or accounting irregularities, including noncompliance with provisions of this Contract.

2.13 Financial Audit Requirements

a. Required Audit or Audit Exemption Notice

Contractors must submit to the Department either a Single Audit, Financial Statement Audit, or Audit Exemption Notice as described below. If submitting a Single Audit or Financial Statement Audit, Contractors must also submit a Corrective Action Plan for any audit findings that impact MDHHS-funded programs, and management letter (if issued) with a response.

1) Single Audit

Contractors that are a non-profit organization and that expend \$750,000 or more in federal awards during the Contractor's fiscal year, must submit a Single Audit to the Department, regardless of the amount of funding received from the Department. The Single Audit must comply with the requirements of Title 2 Code of Federal Regulations, Subpart F.

2) Financial Statement Audit

Contractors exempt from the Single Audit requirements with fiscal years that receive \$750,000 or more in **total funding** from the Department in State and Federal grant funding must submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards (GAAS).

3) Audit Exemption Notice

Contractors exempt from the Single Audit and Financial Statement Audit requirements (1 and 2 above) must submit an Audit Exemption Notice that certifies these exemptions. The template and further instructions are

available at <http://www.michigan.gov/mdhhs> by selecting Inside MDHHS menu, then MDHHS Audit, then Audit Reporting.

b. Due Date and Where to Send

The required audit and any other required submissions (i.e. Corrective Action Plan and management letter with a response), or Audit Exemption Notice must be submitted to the Department within nine months after the end of the Contractor's fiscal year by e-mail to the Department at MDHHS-AuditReports@michigan.gov. The required submissions must be in PDF files and compatible with Adobe Acrobat (read only). The subject line must state the agency name and fiscal year end. The Department reserves the right to request a hard copy of the audit materials if for any reason the electronic submission process is not successful.

c. Penalty

- 1) If the Contractor does not submit the required Single Audit or Financial Statement Audit, including any management letter and applicable corrective action plans within nine months after the end of the Contractor's fiscal year, the Department may withhold from the current funding an amount equal to five percent of the audit year's contract funding (not to exceed \$200,000) until the required filing is received by the Department. The Department may retain the amount withheld as a penalty if delinquency reached 120 days past due. The Department may terminate the contract if the Contractor is 180 days delinquent in meeting the audit requirements.
- 2) Failure to submit the Audit Exemption Notice, when required, may result in withholding from the current funding an amount equal to one percent of the audit year's funding until the Audit Exemption Notice is received.

d. Other Audits

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

2.14. Cost Reporting

The Contractor shall submit annual financial cost reports based on the state's fiscal year which begins October 1 and ends September 30 in the following calendar year. The reports shall contain the actual costs incurred by providers in delivering services required in this Contract to MDHHS clients for the reporting period. Costs for non-MDHHS children are not to be included. Reports will be submitted using a template provided by MDHHS. The financial reports shall be submitted annually, and will be due November 30 of each fiscal year. The Contractor must comply with all other program and fiscal reporting procedures as are or may hereinafter be established by MDHHS. Reports shall be

submitted electronically to MDHHS-Foster-Care-Audits@michigan.gov with the subject line: SHFC Cost Report.

Failure to meet reporting responsibilities as identified in this Contract may result in MDHHS withholding payments until receipt of annual financial cost report. MDHHS may withhold from current payments an amount equal to five percent of the Contractor's reporting year MDHHS revenue (not to exceed \$60,000) until the required filing is received by the Department. MDHHS may retain withheld funds as a penalty if delinquency reaches sixty (60) days past due. MDHHS may terminate the contract if the Contractor is ninety (90) days delinquent in submitting the required annual financial cost report.

2.15. Service Documentation

The Contractor agrees to maintain program records required by MDHHS, program statistical records required by MDHHS, and to produce program narrative and statistical data at times prescribed by, and on forms furnished by, MDHHS.

2.16. Private Agency MiSACWIS

The Contractor shall ensure that residential payment staff has access to the Michigan Statewide Automated Child Welfare Information System (MiSACWIS) through a web-based interface, henceforth referred to as the "MiSACWIS application." Requirements for MiSACWIS for CCI contracts may be found at http://www.michigan.gov/mdhhs/0,5885,7-339-71551_7199---,00.html

2.17. Billing

The Contractor shall submit through the MiSACWIS system the bi-weekly roster for any child in the Contractor's care per the instructions within the MiSACWIS system. The billing shall only indicate the units of service provided by the Contractor and shall be submitted to MDHHS within 30 days from the end of the billing period.

No original request for payment submitted by the Contractor more than one year after the close of the two week billing period during which services were provided shall be honored for payment.

When the Contractor's financial records reveal that payment for a child has not been provided by MDHHS within 30 days of receiving all necessary documentation, the Contractor will seek payment resolution by contacting the direct supervisor of the assigned MDHHS worker in writing. Any concerns over a payment authorization or issuance that cannot be resolved within 30 days of the written notice must be reported to the MDHHS County Director for immediate

resolution. The Contractor will apprise MDHHS Office of Child Welfare Services and Support of any ongoing, unresolved payment concerns.

2.18. Fees and Other Sources of Funding

The Contractor guarantees that any claims made to MDHHS under this Contract shall not be financed by any source other than MDHHS under the terms of this Contract. If funding is received through any other source, the Contractor agrees to deduct from the amount billed to MDHHS the greater of either the fee amounts, or the actual costs of the services provided.

The Contractor may not accept reimbursement from a client unless the Contract specifically authorizes such reimbursement in the "Contractor Responsibility" Section. In such case, a detailed fee scale and criteria for charging the fee must be included. If the Contractor accepts reimbursement from a client in accordance with the terms of the Contract, the Contractor shall deduct these fees from billings to MDHHS.

Other third party funding sources, e.g., insurance companies, may be billed for contracted client services. Third party reimbursement shall be considered payment in full unless the third party fund source requires a co-pay, in which case MDHHS may be billed for the amount of the co-pay. No supplemental billing is allowed.

2.19. Recovery of Funding and Repayment of Debts

a. Recovery of Funding

If the Contractor fails to comply with requirements as set forth in this Contract, or fails to submit a revised payment request within allotted time frames established by MDHHS in consultation with the Contractor, MDHHS may require the Contractor to reimburse payments made under this Contract to which MDHHS has determined that the Contractor was not entitled. If the Contractor becomes aware of any situation involving payments received under this Contract to which the Contractor was not entitled, the overpayment amount must be repaid to MDHHS within 30 days of the Contractor becoming aware. The Contractor is liable for any cost incurred by MDHHS in the recovery of any funding.

Upon notification by MDHHS that repayment is required, or upon any other awareness of an overpayment to the Contractor, the Contractor shall make payment directly to MDHHS within 30 days or MDHHS may withhold future payments made under this or any other Contract(s), between MDHHS and the Contractor.

If the Contractor fails to: (1) correct noncompliance activities identified by MDHHS, (2) submit revised billings as requested as part of a Corrective Action Plan when required; or (3) remit overpayments or make arrangements to have the overpayments deducted from future payments within 30 days, such failure shall constitute grounds to terminate immediately any or all of MDHHS' Contracts with the Contractor. MDHHS shall also report noncompliance of the Contractor to Michigan's Department of Technology, Management and Budget. Such report may result in the Contractor's debarment from further contracts with the state of Michigan.

b. Repayment of Other Amounts due MDHHS

By entering into this Contract, the Contractor agrees to honor all prior repayment Contracts established by MDHHS with the Contractor or Contractor's predecessors. In the absence of a repayment Contract for amounts due MDHHS, the Contractor agrees to make monthly payments to MDHHS at an amount not less than 5% of any outstanding balance and to begin on the date this Contract is executed. If any of these required payments are made more than 30 days past the due date, MDHHS may reduce or withhold future payments made under this or any other Contract(s) between MDHHS and the Contractor.

The payment reduction will be made either at the amount originally established in the repayment Contract or at an amount not less than 5% of any outstanding balance effective on the date this Contract is executed.

2.20. Child Protection Law Reporting Requirements

- a. The Contractor shall ensure that all employees who have reasonable cause to suspect child abuse or neglect shall report any suspected abuse or neglect of a child in care to MDHHS for investigation as required by Public Acts of 1975, Act Number 238.
- b. Failure of the Contractor or its employees to report suspected abuse or neglect of a child to MDHHS shall result in an immediate investigation to determine the appropriate corrective action up to and including termination of the contract.
- c. Failure of the Contractor or its employees to report suspected child abuse or neglect two or more times within a one-year period shall result in a review of the contract agency's violations by a designated Administrative Review Team, which shall include the Director of CSA and the Director of DCWL or its successor agency, that shall consider mitigating and aggravating circumstances to determine the appropriate corrective action up to and included license revocation and contract termination.

2.21. The Division of Child Welfare Licensing (DCWL)

DCWL shall be responsible for review of the Contractor's compliance with the Contract and any court orders, via an Annual Compliance Review (ACR) and Special Investigations. DCWL may review, analyze and comment on all activities covered within the terms of the Contract or court order. If the ACR of Special Investigation reveals that the Contractor has not complied with the requirements of this Contract or court order, the following procedures shall be implemented:

- a. DCWL shall notify the Contractor of the Contract or court noncompliance. This notification shall occur verbally during an exit conference, and be followed with a written report of the findings. The Contractor may request a meeting to discuss and examine the identified Contract or court noncompliance.
- b. Following the identification of the Contract or court noncompliance, DCWL will request the Contractor submit a Corrective Action Plans (CAP) to DCWL within 15 days of receiving the written report of findings.
- c. After the Contractor's CAP has been reviewed and approved by DCWL, the Contractor's compliance with the CAP shall be reviewed in accordance with time frames established by DCWL in the written notification of acceptance of the CAP.
- d. Based on the severity or repeated nature of cited violations, a recommendation may be made by DCWL at any time to place a moratorium on new placements with the contractor or to cancel the contract. If either recommendation is made, a meeting will be convened with the director of the contracted agency, the division director of DCWL and the Children's Services Agency (CSA) director or designee to provide the contractor with the opportunity to provide documented information on why the moratorium or cancellation of the contract should not occur.
- e. If a moratorium on new placements is put into place, it shall be for a minimum of 90 days to allow the contractor to remedy cited violations and comply with any agreed on CAP. If the cited violations are not corrected during the period of the moratorium or additional serious violations are cited, consideration shall be given to cancellation of the agency's contract. Final decisions regarding the cancellation of a contract shall be made by the CSA director.

2.22 Corrective Action Requirements

If a program review by MDHHS reveals a lack of compliance with the requirements of this Contract, the Contractor shall:

- a. Meet with MDHHS to discuss the noncompliance.
- b. Prepare a corrective action plan within 30 days of receiving MDHHS' written findings.

- c. Achieve compliance within 60 days of receipt of MDHHS' approval of the corrective action plan (unless other time frames are agreed to in writing by MDHHS) or MDHHS may terminate this Contract, subject to the standard contract terms.

3. MDHHS RESPONSIBILITIES

3.1. Payment

MDHHS shall make payments to the Contractor pursuant to MCL 17.51-17.57 and State of Michigan Financial Management Guide, Part II-Accounting and Financial Reporting, Chapter 25, Section 100, "Prompt Payment for Goods and Services."

- a. The per diem rate(s) for services provided under this Contract shall be

Service Code	745
Program Name	Children's Village-Mandy's Place
Per Diem Rate	\$359.13
Effective Date	10/01/18
Bridges Provider Number	6358407
MiSACWIS Provider Number	10400607

- b. For County Child Care Fund funded children, MDHHS is not statutorily obligated to make payment to the Contractor. Payment for these children is the statutory responsibility of the County. If payment is not made, MDHHS shall make reasonable efforts to assist the Contractor to obtain payment.

3.2. Performance Evaluation and Monitoring

The services provided by the Contractor under this Contract shall be evaluated and assessed at least annually by MDHHS.

MDHHS shall perform contract monitoring through activities such as:

- a. MDHHS shall be responsible for performance reviews as outlined in Section 2.11 of this Contract.
- b. MDHHS shall be responsible for contract compliance audits as outlined in Section 2.11 of this Contract.

4. STANDARD TERMS

4.1 Duties of Contractor

Contractor must perform the services and provide the deliverables described in Sections 1 and 2 (the "Contract Activities"). An obligation to provide delivery of any commodity is considered a service and is an Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Section 2.10 – Services to be Provided.

Contractor must:

- a. Perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry;
- b. Meet or exceed the performance and operational standards, and specifications of this Contract;
- c. Provide all Contract Activities in good quality, with no material defects;
- d. Not interfere with MDHHS's operations;
- e. Obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of this Contract;
- f. Cooperate with MDHHS, including MDHHS's quality assurance personnel, and any third party to achieve the objectives of this Contract;
- g. Return to MDHHS any State-furnished equipment or other resources in the same condition as when provided when no longer required for this Contract;
- h. Not make any media releases without prior written authorization from MDHHS;
- i. Assign to MDHHS any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of this Contract;
- j. Comply with all State physical and IT security policies and standards which will be made available upon request; and
- k. Provide MDHHS priority in performance of this Contract except as mandated by federal disaster response requirements.

Any breach under this provision is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

4.2 Notices

All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received

if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

4.3 Reserved

4.4 Reserved

4.5 Reserved

4.6 Insurance Requirements

Contractor is self-insured and will provide the following:

- a. Proof of self-insurance from the Michigan Department of Insurance and Financial Services for auto liability.
- b. Proof of self-insurance from the Michigan Department of Licensing and Regulatory Affairs for worker's compensation and employer's liability.
- c. A copy of most recent independently audited financial statements.

This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Agreement.

4.7 Reserved

4.8 Extended Purchasing Program

This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal. Upon written Contract between MDHHS and Contractor, this contract may also be extended to (a) State of Michigan employees and (b) other states (including governmental subdivisions and authorized entities).

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. MDHHS reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

4.9 Independent Contractor

Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and

agents will not be considered employees of MDHHS. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not MDHHS, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.

4.10 Subcontracting

Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor.

4.11 Staffing

MDHHS's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.

4.12 Reserved

4.13 Assignment

Contractor may not assign this Contract to any other party without the prior approval of MDHHS. Upon notice to Contractor, MDHHS, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If MDHHS determines that a novation of this Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.

4.14 Reserved

4.15 Reserved

4.16 Acceptance

Contract Activities are subject to inspection and testing by MDHHS within 30 calendar days of MDHHS's receipt of them ("State Review Period"), unless otherwise provided in Section 2.10 – Services to be Provided. If the Contract Activities are not fully accepted by MDHHS, MDHHS will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If MDHHS finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 4.23, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to MDHHS. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to this Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, MDHHS may cancel the order in whole or in part. MDHHS, or a third party identified by MDHHS, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

4.17 Reserved

4.18 Reserved

4.19 Reserved

4.20 Terms of Payment

Invoices must conform to the requirements communicated from time-to-time by MDHHS. All undisputed amounts are payable within 45 days of MDHHS's receipt. Contractor may only charge for Contract Activities performed as specified in Section 2.10 – Services to be Provided. Invoices must include an itemized statement of all charges. MDHHS is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Contract are for MDHHS's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by MDHHS under this Contract.

MDHHS has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. MDHHS will notify Contractor of any dispute within a reasonable time. Payment by MDHHS will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by MDHHS constitutes a waiver of all claims by Contractor against MDHHS for payment under this Contract,

other than those claims previously filed in writing on a timely basis and still disputed.

MDHHS will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, MDHHS is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, MDHHS reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by MDHHS to Contractor under this Contract.

4.21 Reserved

4.22 Stop Work Order

MDHHS may suspend any or all activities under this Contract at any time. MDHHS will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, MDHHS will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate this Contract or purchase order. MDHHS will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

4.23 Termination for Cause

MDHHS may terminate this Contract for cause, in whole or in part, if Contractor, as determined by MDHHS:

- a. Endangers the value, integrity, or security of any location, data, or personnel;
- b. Becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor;
- c. Engages in any conduct that may expose MDHHS to liability;
- d. Breaches any of its material duties or obligations; or
- e. Fails to cure a breach within the time stated in a notice of breach.

Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If MDHHS terminates this Contract under this Section, MDHHS will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of this Contract, the termination will be deemed to have been a Termination for Convenience,

effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 4.24, Termination for Convenience.

MDHHS will only pay for amounts due to Contractor for Contract Activities accepted by MDHHS on or before the date of termination, subject to MDHHS's right to set off any amounts owed by the Contractor for MDHHS's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by MDHHS in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs MDHHS incurs to procure the Contract Activities from other sources.

4.24 Termination for Convenience

MDHHS may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 4.25, Transition Responsibilities. If MDHHS terminates this Contract for convenience, MDHHS will pay all reasonable costs, as determined by MDHHS, for MDHHS approved Transition Responsibilities.

The Contractor may terminate this Contract upon 30 days written notice to MDHHS at any time prior to the completion of the Contract period.

4.25 Transition Responsibilities

Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by MDHHS (not to exceed 120 calendar days), provide all reasonable transition assistance requested by MDHHS, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to MDHHS or its designees. Such transition assistance may include, but is not limited to:

- a. Continuing to perform the Contract Activities at the established Contract rates;
- b. Taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to MDHHS or MDHHS's designee;
- c. Taking all necessary and appropriate steps, or such other action as MDHHS may direct, to preserve, maintain, protect, or return to MDHHS all materials, data, property, and confidential information provided directly or

- indirectly to Contractor by any entity, agent, vendor, or employee of MDHHS;
- d. Transferring title in and delivering to MDHHS, at MDHHS's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and
 - e. Preparing an accurate accounting from which MDHHS and Contractor may reconcile all outstanding accounts (collectively, "Transition Responsibilities").

This Contract will automatically be extended through the end of the transition period.

4.26 General Indemnification

Each Party shall be responsible for any Claims made against that Party, and to the extent required by law, for the acts of its Employees or Agents.

In any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees.

Except as otherwise provided in this Agreement, neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its employees or Agents in connection with any Claim.

This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.

4.27 Infringement Remedies

If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense:

- a. Procure for MDHHS the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor,
- b. Replace or modify the same so that it becomes non-infringing; or
- c. Accept its return by MDHHS with appropriate credits to MDHHS against Contractor's charges and reimburse MDHHS for any losses or costs incurred as a consequence of MDHHS ceasing its use and returning it.

4.28 Limitation of Liability and Disclaimer of Damages

In no event will the state's aggregate liability to contractor under this contract, regardless of the form of action, whether in contract, tort, negligence, strict liability or by statute or otherwise, for any claim related to or arising under this contract, exceed the maximum amount of fees payable under this contract. MDHHS is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.

4.29 Disclosure of Litigation, or Other Proceeding

Contractor must notify MDHHS within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of this Contract, including:

- a. A criminal Proceeding;
- b. A parole or probation Proceeding;
- c. A Proceeding under the Sarbanes-Oxley Act;
- d. A civil Proceeding involving:
 - 1) A claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or
 - 2) A governmental or public entity's claim or written allegation of fraud; or
- e. A Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

4.30 Reserved

4.31 State Data or Compromise

- a. Ownership. MDHHS's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes:
 - 1) MDHHS's data collected, used, processed, stored, or generated as the result of the Contract Activities;
 - 2) Personally identifiable information ("PII") collected, used, processed, stored, or generated as the result of the Contract Activities, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and,
 - 3) Personal health information ("PHI") collected, used, processed, stored, or generated as the result of the Contract Activities, which is defined under the Health Insurance Portability and Accountability Act (HIPAA) and its related rules and regulations. State Data is and will remain the

sole and exclusive property of MDHHS and all right, title, and interest in the same is reserved by MDHHS.

This Section survives the termination of this Contract.

b. Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Contract Activities, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Contract Activities. Contractor must:

- 1) Keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss;
- 2) Use and disclose State Data solely and exclusively for the purpose of providing the Contract Activities, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; and
- 3) Not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than MDHHS without MDHHS's prior written consent.

This Section survives the termination of this Contract.

c. Extraction of State Data. Contractor must, within five business days of MDHHS's request, provide MDHHS, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of the State Data in the format specified by MDHHS.

d. Backup and Recovery of State Data. Unless otherwise specified in Section 2.5 – Services to be Delivered, Contractor is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data. Unless otherwise described in Section 2.10 – Services to be Provided, Contractor must maintain a contemporaneous backup of State Data that can be recovered within two hours at any point in time.

e. Loss or Compromise of Data. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable:

- 1) Notify MDHHS as soon as practicable but no later than 24 hours of becoming aware of such occurrence;

- 2) Cooperate with MDHHS in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by MDHHS;
- 3) In the case of PII or PHI, at MDHHS's sole election, (i) with approval and assistance from MDHHS notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five calendar days of the occurrence; or (ii) reimburse MDHHS for any costs in notifying the affected individuals;
- 4) In the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than 24 months following the date of notification to such individuals;
- 5) Perform or take any other actions required to comply with applicable law as a result of the occurrence;
- 6) Pay for any costs associated with the occurrence, including but not limited to any costs incurred by MDHHS in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution;
- 7) Without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless MDHHS for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses which may be suffered by, accrued against, charged to, or recoverable from MDHHS in connection with the occurrence;
- 8) Be responsible for recreating lost State Data in the manner and on the schedule set by MDHHS without charge to MDHHS; and,
- 9) Provide to MDHHS a detailed plan within 10 calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence.

Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. MDHHS will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to

any other party, including but not limited to public media outlets, must be reviewed and approved by MDHHS in writing prior to its dissemination.

This Section survives termination or expiration of this Contract.

4.32 Non-Disclosure of Confidential Information

The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.

a. Meaning of Confidential Information. For the purposes of this Contract, the term “**Confidential Information**” means all information and documentation of a party that:

- 1) Has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party;
- 2) If disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning; and,
- 3) Should reasonably be recognized as confidential information of the disclosing party.

The term “Confidential Information” does not include any information or documentation that was:

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

For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party

who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where:

- 1) Use of a subcontractor is authorized under this Contract;
- 2) The disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and
- 3) Contractor obligates the subcontractor in a written contract to maintain MDHHS's Confidential Information in confidence.

At MDHHS's request, any employee of Contractor or any subcontractor may be required to execute a separate Contract to be bound by the provisions of this Section.

- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of MDHHS, at the sole election of MDHHS, the immediate termination, without liability to MDHHS, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within five calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to MDHHS following the timeframe and procedure described further in this Contract. Should Contractor or

MDHHS determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within five calendar days from the date of termination to the other party. However, MDHHS's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

4.33 Data Privacy and Information Security

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

- d. Audit Findings. Contractor must implement any required safeguards as identified by MDHHS or by any audit of Contractor's data privacy and information security program.
- e. State's Right to Termination for Deficiencies. MDHHS reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if MDHHS determines that Contractor fails or has failed to meet its obligations under this Section.

4.34 Reserved

4.35 Reserved

4.36 Records Maintenance, Inspection, Examination, and Audit

MDHHS or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to MDHHS or its designee and the auditor general upon request, all financial and accounting records related to this Contract through the term of this Contract and for four years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, MDHHS and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of this Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

4.37 Warranties and Representations

Contractor represents and warrants:

- a. Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use;
- b. All Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect;

- c. The Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party;
- d. Contractor must assign or otherwise transfer to MDHHS or its designee any manufacturer's warranty for the Contract Activities;
- e. The Contract Activities are merchantable and fit for the specific purposes identified in this Contract;
- f. The Contract signatory has the authority to enter into this Contract;
- g. All information furnished by Contractor in connection with this Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform MDHHS of any material adverse changes;
- h. All information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading and that;
- i. Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606

A breach of this Section is considered a material breach of this Contract, which entitles MDHHS to terminate this Contract under Section 4.23, Termination for Cause.

4.38 Conflicts and Ethics

Contractor will uphold high ethical standards and is prohibited from:

- a. Holding or acquiring an interest that would conflict with this Contract;
- b. Doing anything that creates an appearance of impropriety with respect to the award or performance of this Contract;
- c. Attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or
- d. Paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of this Contract.

Contractor must immediately notify MDHHS of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

4.39 Compliance with Laws

Contractor must comply with all federal, state and local laws, rules and regulations.

4.40 Reserved

4.41 Reserved

4.42 Nondiscrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.

4.43 Unfair Labor Practice

Under MCL 423.324, MDHHS may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.

4.44 Governing Law

This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or forum non conveniens. Contractor must appoint agents in Michigan to receive service of process.

4.45 Non-Exclusivity

Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.

4.46 Force Majeure

Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to

ensure public health and safety, MDHHS may immediately contract with a third party.

4.47 Dispute Resolution

The parties will endeavor to resolve any Contract dispute in accordance with this provision. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit MDHHS's right to terminate this Contract.

4.48 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written MDHHS approval, and then only in accordance with the explicit written instructions of MDHHS.

4.49 Website Incorporation

MDHHS is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.

4.50 Entire Contract

This Contract is the entire Contract of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and Contracts between the parties for the Contract Activities.

4.51 Severability

If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves

the same or similar objectives. The remaining Contract will continue in full force and effect.

4.52 Waiver

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

4.53 Survival

The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.

4.54 Contract Modification

This Contract may not be amended except by signed Contract between the parties. Notwithstanding the foregoing, no subsequent Statement of Work or amendment executed after the effective date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

The Contractor shall, upon request of MDHHS and receipt of a proposed amendment, amend this Contract, if and when required in the opinion of MDHHS and Contractor, due to the revision of federal or state laws or regulations.

4.55 Reserved

4.56 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Assurance is hereby given to MDHHS that the Contractor will comply with Federal Regulation, 2 CFR part 180 and certifies to the best of its knowledge and belief that it, its employees and its subcontractors:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. Have not within a three-year period preceding this Contract been convicted of or had civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; 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;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in section 2, and;
- d. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.

Where the parties are unable to certify to any of the statements in this certification, the Contractor shall attach an explanation to this Contract.

The Contractor certifies to the best of its knowledge that within the past three years, the Contractor has not;

- a. Failed to substantially perform a state contract, Contract, or subcontract according to its terms, conditions, and specifications within specified time limits.
- b. Refused to provide information or documents required by a contract or Contract including, but not limited to information or documents necessary for monitoring contract performance.
- c. Failed to respond to requests for information regarding contract or Contract compliance, or accumulated repeated substantiated complaints regarding performance of a contract or Contract.
- d. Failed to perform a state contract, Contract, or subcontract in a manner consistent with any applicable state or federal law, rule, regulation, order, or decree.

The Contractor shall include Section 4.56 (Certification Regarding Debarment, Suspension, and Other Responsibility Matters) language as written above in all subcontracts with other parties.

The Contractor shall require each primary subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether at the time of the award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the state of Michigan. The Contractor shall then inform MDHHS of the subcontractor's status and reasons for the Contractor's decision to use such subcontractor, if the Contractor so decides.

If it is determined that the Contractor knowingly rendered an erroneous certification under this provision, in addition to the other remedies available to the state, MDHHS may immediately terminate this Contract.

If the state finds that grounds to debar exist, it shall send notice to the Contractor of proposed debarment indicating the grounds for proposed debarment and the procedures for requesting a hearing. If the Contractor does not respond with a

written request for a hearing within 20 calendar days, the state shall issue the decision to debar without a hearing. The debarment period may be of any length up to eight years.

5. ADDENDUM – FEDERAL PROVISIONS

The provisions in this addendum may apply if the purchase will be paid for in whole or in part with funds obtained from the federal government. If any provision below is not required by federal law for this Contract, then it does not apply and must be disregarded. If any provision below is required to be included in this Contract by federal law, then the applicable provision applies and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

A. Federally Assisted Construction Contracts

If this contract is a “**federally assisted construction contract**” as defined in [41 CFR Part 60-1.3](#), and except as otherwise may be provided under [41 CFR Part 60](#), then during performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or

applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. Davis-Bacon Act (Prevailing Wage)

If applicable, the Contractor (and its subcontractors) for **prime construction contracts** in excess of \$2,000 must comply with the Davis-Bacon Act ([40 USC 3141-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

C. Copeland “Anti-Kickback” Act

If applicable, the Contractor must comply with the [Copeland “Anti-Kickback” Act \(40 USC 3145\)](#), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

D. Contract Work Hours and Safety Standards Act

If the Contract is **in excess of \$100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with [40 USC 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)), as applicable.

E. Rights to Inventions Made Under a Contract or Agreement

If the Contract is funded by a federal “funding agreement” as defined under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

F. Clean Air Act

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387). Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency.

G. Debarment and Suspension

A “contract award” (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management](#) (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

H. Byrd Anti-Lobbying Amendment

If this Contract **exceeds \$100,000**, bidders and the Contractor must file the certification required under [31 USC 1352](#).

I. Procurement of Recovered Materials

Under [2 CFR 200.322](#), a non-Federal entity that is a state agency or agency of a political subdivision of a state **and its contractors** must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Attachment A: Glossary of Acronyms and Forms

ABPN:	American Board of Psychiatry and Neurology
AWOLP:	Absent Without Legal Permission
BBI:	Building Bridges Initiative
DCWL:	Division of Child Welfare Licensing
CANS:	Child Assessment of Needs and Strengths
FOM:	Foster Care Online Manual
GED:	General Education Development
IEP:	Individualized Education Plan
IETP:	Individual Education Program Team
LGAL:	Legal Guardian ad Litem
MiSACWIS:	Statewide Automated Child Welfare Information System
PAFC:	Placing Agency Foster Care
RPU:	Regional Placement Unit

DHS-815-Non MDHHS:	Staff Profile Security Contract
DHS-65:	Children's Foster Care Initial Service Plan
DHS-66:	Updated Service Plan
DHS-69:	Foster Care Juvenile Justice Action Summary
DHS-221:	Medical Passport
DHS-365:	Residential Initial Treatment Plan
DHS-366:	Residential Updated Treatment Plan
DHS-626-YA:	Foster Care Payment Authorization
DHS-1643:	Psychotropic Medication Consent
DHS-2840:	Prescription Information Form
DHS-3307:	Initial Placement Outline and Information Record
DHS-3377:	Clothing Inventory Checklist
DHS-3600:	Individual Service Contract

FISCAL NOTE (MISC. #18XXX)

BY: Commissioner Thomas Middleton, Chairperson, Finance Committee

IN RE: DEPARTMENT OF HEALTH AND HUMAN SERVICES/ CHILDREN'S VILLAGE DIVISION –
INTERLOCAL AGREEMENT BETWEEN OAKLAND COUNTY AND THE MICHIGAN DEPARTMENT OF
HEALTH AND HUMAN SERVICES FOR THE PROVISION OF SHELTER RESIDENTIAL FOSTER
CARE

To the Oakland County Board of Commissioners

Chairperson, Ladies and Gentlemen:

Pursuant to Rule XII-C of this Board, the Finance Committee has reviewed the above referenced resolution and finds:

1. Resolution approves the Interlocal Agreement between Oakland County and the Michigan Department of Health and Human Services for shelter care services for neglected and abused youth.
2. Oakland County Children's Village will be reimbursed in accordance with the established Michigan Department of Health and Human Services per diem rate of \$359.13.
3. The agreement period is from October 1, 2018 through September 30, 2021 with the provision of a two-year contract extension.
4. No budget amendment is required.

Commissioner Thomas Middleton, District #4
Chairperson, Finance Committee

MISCELLANEOUS RESOLUTION #18xxx

BY: Commissioner Christine Long, Chairperson, General Government Committee

**IN RE: DEPARTMENT OF HEALTH AND HUMAN SERVICES/CHILDREN'S VILLAGE DIVISION –
2018/2019 NATIONAL SCHOOL LUNCH PROGRAM GRANT ACCEPTANCE**

To the Oakland County Board of Commissioners

Chairperson, Ladies and Gentlemen:

WHEREAS Oakland County Children's Village has applied for and been awarded the National School Lunch Program Grant from the Office of School Support Services, Michigan Department of Education for reimbursement of meals and snacks provided to the residents at Children's Village for the period July 1, 2018 through June 30, 2019; and

WHEREAS the Office of School Support Services, Michigan Department of Education administers the United States Department of Agriculture National School Lunch/Commodity Distribution, Afterschool Snack and Breakfast Programs; and

WHEREAS the purpose of the program is to make nutritionally balanced, low cost meals, snacks, and/or milk available statewide to children through the completion of high school; and

WHEREAS the Oakland County Children's Village is licensed as a residential child care institution; and

WHEREAS the campus residents except Mandy's Place residents qualify for free severe need breakfasts, free lunches, and free afterschool snacks seven days a week and are reimbursed based on rates provided in Administrative Memo No.4 dated August 23, 2018; and

WHEREAS in addition, Children's Village qualifies for a performance-based extra 6 cents per breakfast and lunch as shown in Administrative Memo No.4 dated August 23, 2018 and is based on whole grain menu items served to residents; and

WHEREAS the grant amount is unknown at the time of acceptance, however, it is based on the attached per meal reimbursement rates; and

WHEREAS for the previous grant period of July 1, 2017 through June 30, 2018, the total cost of meals and snacks was approximately \$715,905, of which Children's Village was reimbursed \$277,119 from the Michigan Department of Education for the school meal programs; and

WHEREAS meal provision expenditures are not recorded by program due to cost efficient bulk purchases that cover food services for the entire campus; and

WHEREAS there is no grant match requirement; and

WHEREAS the grant agreement has completed the Grant Review Process in accordance with the Board of Commissioners Grant Acceptance Procedures.

NOW THEREFORE BE IT RESOLVED that the Oakland County Board of Commissioners authorizes and accepts the 2018-2019 National School Lunch/USDA Food Distribution Agreement and Certification Statement for grant meal reimbursements for the period July 1, 2018 through June 30, 2019.

BE IT FURTHER RESOLVED that the Chairperson of the Board of Commissioners is authorized to execute the grant agreement and to approve any grant extensions or changes, within fifteen percent (15%) of the original award, which are consistent with the original agreement as approved.

BE IT FURTHER RESOLVED that acceptance of this grant does not obligate the County to any future commitment and continuation of this program is contingent upon continued future levels of grant funding. Chairperson, on behalf of the General Government Committee, I move the adoption of the foregoing resolution.

Commissioner Christine Long, District #7
Chairperson, General Government Committee

GRANT REVIEW SIGN OFF – Children’s Village

GRANT NAME: 2018-2019 National School Lunch Program

FUNDING AGENCY: Michigan Department of Education

DEPARTMENT CONTACT PERSON: Joanna Overall 858-1164

STATUS: Grant Acceptance

DATE: September 6, 2018

Pursuant to Misc. Resolution #17194, please be advised the captioned grant materials have completed internal grant review. Below are the returned comments.

The captioned grant materials and grant acceptance package (which should include the Board of Commissioners’ Liaison Committee Resolution, the grant agreement/contract, Finance Committee Fiscal Note, and this Sign Off email containing grant review comments) may be requested to be placed on the appropriate Board of Commissioners’ committee(s) for grant acceptance by Board resolution.

DEPARTMENT REVIEW

Department of Management and Budget:

Approved. - Laurie Van Pelt (9/4/2018)

Department of Human Resources:

HR Approved (No HR Committee) – Lori Taylor (9/4/2018)

Risk Management and Safety:

Approved by Risk Management. – Robert Erlenbeck (9/4/2018)

Corporation Counsel:

APPROVED by Corporation Counsel. – Mary Ann Jerge (9/6/2018)

Strong, Lori M

From: Alessi, Gregory L
Sent: Tuesday, August 07, 2018 3:57 PM
To: Overall, Joanna J
Cc: Strong, Lori M; Feneley, Tracy A
Subject: FW: MEGSPlus - Congratulations! Your 2019 SNP application has been approved.

From: megs@michigan.gov [<mailto:megs@michigan.gov>]
Sent: Tuesday, August 07, 2018 12:02 PM
To: Alessi, Gregory L
Subject: MEGSPlus - Congratulations! Your 2019 SNP application has been approved.

Congratulations! Your 2019 SNP application has been approved. Questions regarding the application may be directed to the School Nutrition Programs unit at MDE-schoolnutrition@michigan.gov or 517-373-3347.



STATE OF MICHIGAN
DEPARTMENT OF EDUCATION
LANSING

RICK SNYDER
GOVERNOR

SHEILA A. ALLES
INTERIM STATE SUPERINTENDENT

FOOD SERVICE

ADMINISTRATIVE MEMO No. 4
SCHOOL YEAR 2018-2019

SUBJECT: School Meals Program
Meal, Snack, and Milk Reimbursement Rates to School Food Authorities
Effective July 1, 2018 - June 30, 2019

DATE: August 23, 2018

The following reimbursement rates are in effect as of July 1, 2018.

	SCHOOL BREAKFAST PROGRAM		NATIONAL SCHOOL LUNCH PROGRAM				AFTER SCHOOL SNACKS*	SPECIAL MILK PROGRAM
	NON-SEVERE NEED	SEVERE NEED	LESS THAN 60%	LESS THAN 60% + 6 CENTS	60% OR MORE	60% OR MORE + 6 CENTS		
PAID	\$0.31	\$0.31	\$0.31	\$0.37	\$0.33	\$0.39	\$0.08	\$0.2050
REDUCED	\$1.49	\$1.84	\$2.91	\$2.97	\$2.93	\$2.99	\$0.45	N/A
FREE	\$1.79	\$2.14	\$3.31	\$3.37	\$3.33	\$3.39	\$0.91	Average cost per 1/2 pint of milk

Commodity Entitlement: \$.2350 for each lunch served in prior school year (2017-2018)

Eligibility for the severe need rate for breakfast and the additional payment (\$0.02) for lunch is determined each year. It is based on the percentages listed below of free and reduced-price lunches served relative to the total number of lunches served during the 2016-2017 school year.

Determination of Severe Need Rate for Breakfast:

A building is eligible for the severe need rate for breakfast when forty percent (40%) or more of total lunches served **in that building** in the second preceding school year (2016-2017) were free or reduced price.

Determination of Additional \$0.02 for Lunch:

The entire district is eligible for the additional \$0.02 for lunch when sixty percent (60%) or more of total lunches served **district wide** in the second preceding school year (2016-2017) were free or reduced price.

*Afterschool snacks served in afterschool care programs. For inquiries regarding this memo call 517-241-5358 or email CrowleyW@michigan.gov.

STATE BOARD OF EDUCATION

CASANDRA E. ULBRICH – CO-PRESIDENT • RICHARD ZEILE – CO-PRESIDENT
MICHELLE FECTEAU – SECRETARY • TOM MCMILLIN – TREASURER
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NIKKI SNYDER • EILEEN LAPPIN WEISER

608 WEST ALLEGAN STREET • P.O. BOX 30008 • LANSING, MICHIGAN 48909
www.michigan.gov/mde • 833-633-5788

Authority: Child Nutrition Act of 1966.
Completion: Voluntary.

Office of Health and Nutrition Services
School Nutrition Programs
P.O. Box 30008
Lansing, MI 48909
517-373-3347



2018-2019 NATIONAL SCHOOL LUNCH/USDA FOODS DISTRIBUTION SPECIAL MILK, AFTERSCHOOL SNACK, AND BREAKFAST PROGRAMS

Permanent Agreement

<u>Child Nutrition Program</u>	<u>Agency/Subagency</u>	<u>CFDA #</u>	<u>Program Title</u>
School Lunch	USDA/Food and Nutrition Service	10.555	National School Lunch Program
- Including Food Distribution	USDA/Food and Nutrition Service	10.555	USDA Foods Distribution Program
Afterschool Snack	USDA/Food and Nutrition Service	10.555	National School Lunch Program
School Breakfast	USDA/Food and Nutrition Service	10.553	School Breakfast Program
Special Milk	USDA/Food and Nutrition Service	10.556	Special Milk Program for Children
Summer Food Service Program	USDA/Food and Nutrition Service	10.559	Summer Food Service Program for Children
Child and Adult Care Food Program	USDA/Food and Nutrition Service	10.558	Child and Adult Care Food Program

- Final approval for all programs covered under this Agreement is contingent upon approval of a Policy Statement covering the service of meals and/or milk to needy children, as specified by regulations.
- In order to effectuate the purpose of the National School Lunch Act (42 J.X.C. 1751-1760) and the regulations for the National School Lunch Program (NSLP) issued; the Child Nutrition Act of 1966, the Healthy Hunger Free Kids Act of 2010, and regulations governing the School Breakfast Program (SBP) issued; the Healthy Meals Initiative and regulations governing applicable menu planning options; the regulations for the Special Milk Program (SMP) issued; and the regulations governing the Summer Food Service Program issued there under, the State Superintendent, State of Michigan, hereinafter referred to as the "State Agency," and the School District, hereinafter referred to as the "Sponsor," agree as follows:

PART 1. SCHOOL LUNCH PROGRAM/USDA FOODS DISTRIBUTION

A. THE STATE AGENCY AND THE SPONSOR MUTUALLY AGREE THAT:

1. For the purpose of this Agreement, the following terms shall be construed to mean, respectively:
 - a. Cost of Providing a Meal or Afterschool Snack: Food, labor, benefits, supplies, depreciation and indirect costs associated with a reimbursable meal or afterschool snack served to a child. Cost related to supervision of children, outside of the food service area, such as playground, etc., is *NOT* considered a program cost.
 - b. School Year: A period of 12 calendar months beginning July 1 of any calendar year and ending with June 30 of the following calendar year.
 - c. Nonprofit Food Service Program: A food service program maintained for the benefit of children and where all the income is used solely for the operation or improvement of such food service.
 - d. Sponsor: The board of education of a school district, which serves youth in high school grade or under, or the governing body of an institution. (The term also includes a "nonprofit agency," to which such school has delegated authority for the operation of its nonprofit food service program.)
 - e. Milk: See Definition of Milk in Part 3.

2. MEGS+ Site Listing is a list of all schools within the district and will be part of this Agreement.
3. Schools may be added to or deleted from the MEGS+ CNP: School Nutrition Programs Site Listing and all references to that form shall include those amendments.
4. The State Agency shall promptly notify the Sponsor of any change in general requirements, in menu planning options, and in assigned rates of reimbursement.
5. A Sponsor, which operates its program under contract with a food service management company or under similar arrangement, *must* have its contract approved by and provide a copy of the contract to the State Agency to be eligible for participation.
6. The terms of this Agreement shall not be modified or changed in any way other than by written consent of both parties.

B. THE STATE AGENCY AGREES THAT:

To the extent of available funds, the State Agency shall reimburse the Sponsor in connection with the cost of providing a meal, afterschool snack, or milk in the schools listed in the MEGS+ CNP: School Nutrition Programs Site Listing during any school year this agreement is in effect. The amount of reimbursement on behalf of any sponsor shall not exceed the lesser of (a) an amount equal to the number of lunches and/or afterschool snacks served to children of high school grade or under, multiplied by the rate assigned by the State Agency or (b) by another rate as that may be subsequently assigned by the State Agency.

C. THE SPONSOR AGREES THAT:

In general, the Sponsor supervises school food service operations in the schools listed in the MEGS+ CNP: School Nutrition Programs Site Listing and, in particular, will require each school to:

1. Operate a nonprofit food service and use program income only for program purposes (7 CFR Part 210.14(a) and 210.19(a)(2)). Such income shall not be used to purchase land or buildings, or to construct buildings. All direct costs for the school lunch program *must* be paid before indirect costs can be paid from reimbursement.
2. Accept federal funds and/or donated foods in accordance with the applicable regulations and to comply with any instructions, policies, or procedures issued in connection with the regulations. The Sponsor further agrees to administer programs funded under this agreement in accordance with applicable provisions of the Uniform Guidance, *2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* and all applicable State and local laws/regulations and Comptroller General opinions.
3. Limit its operating balance to a level consistent with program needs; and upon request by the State Agency, submit a plan of action to spend down the excess fund balance that exceeds three months average expenditures. (Depreciation reserve is not included in the operating balance.)
4. Maintain a financial system as prescribed by the Michigan Department of Education.
5. Price the school lunch as a unit consistent with USDA Paid Lunch Equity requirements. Serve lunches as described in 7CFR 210.10 during the period designated as the lunch period by the school.
6. Supply lunches without cost or at reduced price to children that qualify according to income criteria prescribed by USDA.
7. Supply afterschool snacks free of charge to all children when an Afterschool Care Program is located in a school building that is area eligible or in a non-school building that is in the

attendance of a school that is area eligible. (Area eligible refers to a school where free and reduced-price students comprise 50% or more of the enrollment.)

8. Supply afterschool snacks free of charge or at a reduced price to children that qualify according to the income criteria prescribed by USDA, when Afterschool Care Programs are located in buildings that are not area eligible. To charge no more than 15 cents for a reduced-price snack in a non-area eligible building.
9. Serve lunches and snacks that meet meal pattern requirements established by the USDA. However, if a child has been determined by a medical doctor to be disabled and the disability would prevent the child from eating the regular school meal, the school must make substitutions prescribed by a medical doctor.
10. Maintain files of approved and denied free and reduced-price applications. If applications are maintained at the Local Educational Agency (LEA) level, they *must* be readily retrievable by school building.
11. Access the Direct Certification Report as required by 7 CFR Part 245, a minimum of three times during the school year; at or around the beginning of the school year, three months after the initial effort, and six months after the initial effort. Update eligibility and benefits based on the direct certification report. When a student's name is on the direct certification report, no further application is necessary, and the benefit will be extended to the rest of the students in the household. Update the benefit issuance list and maintain files of the direct certification report.
12. Complete verification in compliance with regulations (7 CFR Part 245).
13. Comply with the requirements of USDA Civil Rights Nondiscrimination regulations (7 CFR Parts 15, 15a, and 15b).
14. Claim reimbursement at the assigned rates only for the type of lunches and snacks specified in the MEGS+ Site Listing in this agreement served to eligible children. Not to overtly identify or discriminate against any child because of inability to pay the full price. Claim only one snack per child per day. Snacks served on weekends, holidays, during vacation periods or before or during a child's school day will not be claimed for reimbursement.
15. Submit claims for reimbursement in accordance with procedures established by the State Agency.
16. Comply with the Smart Snacks in Schools Regulations and the State of Michigan Public Act 42 (PA42).
17. Ensure that any profit from the sale of non-program food accrues to the benefit of the nonprofit school food service.
18. Maintain proper sanitation and health standards for storage, preparation, and service of food in conformance with all applicable state and local laws and regulations.
19. Purchase in quantities that can be efficiently utilized in the program. Purchases made with the program funds *must* also comply with the established procurement standards set forth in Program Regulations CFR 210.21 and 250.56 ("Buy American"), as well as the procurement standards set forth in the previously indicated Uniform Guidance Requirements.
20. Upon request, make all accounts and records pertaining to the program available to the State Agency, its agents, and USDA for audit or review at a reasonable time and place, as prescribed by regulation. The Sponsor agrees to comply with all audit requirements set forth in Program Regulations, Single Audit Act (31 U.S.C. sections 7501-7507), as amended by the Single Audit

Act Amendments of 1996 (P.L. 104-156), Office of Management and Budget Circulars and Compliance Supplement Documents, Bulletin 1022, and the Michigan School Auditing Manual.

21. The Sponsor agrees to the following requirements in the accepting and handling of USDA Foods:
- a. To furnish proper storage facilities to safeguard against theft, spoilage, and other losses as recommended by the State Agency. The State Agency and the USDA are authorized to inspect the storage facilities at any reasonable time.
 - b. To install thermometers, suitable ventilation, and provide specific temperatures for certain USDA Foods per local health department requirements. All USDA Foods will be used on a First In, First Out (FIFO) basis.
 - c. If recommended storage for perishables is not available within the Sponsor's own buildings, it will be permissible to remove the USDA Foods from the premises to a local commercial locker or warehouse for the purpose of providing proper storage. The Sponsor must ensure that the storage facility is properly licensed and inspected by the Michigan Department of Agriculture and Rural Development. The Sponsor must make arrangements to maintain a current record of receipts, withdrawals, and balances. USDA Foods must not be stored in private homes under any circumstances.
 - d. Request and accept USDA Foods on a 30-day supply basis *only*.
 - e. To use USDA Foods SOLELY for the benefit of the students. Under *no* circumstances will USDA Foods be sold, traded, or used off the premises of the Sponsor. The use of any USDA Foods by an ineligible recipient constitutes damage to the federal government under the law. When such irregularities are brought to the attention of the State Agency, it will be necessary for the Sponsor to make satisfactory settlement with the State Agency for the illegal use of such foods.
 - f. To assume liability for all losses resulting from: gross neglect by failure to provide proper storage or care, failure of mechanical equipment, and improper use of any USDA Foods. Recovery for the value of such losses will be made at the option of the State Agency.
 - g. Maintain a monthly inventory record which shall reflect, at a minimum, a record of receipts, withdrawals, and inventory balances of all USDA Foods. The State Agency and USDA are authorized to inspect and audit these books and records, including financial records, at any reasonable time or place to insure compliance with the conditions in this Agreement.
 - h. Furnish the State Agency with an inventory of all USDA Foods on hand upon request.
 - i. That either the Sponsor or the State Agency may terminate this Agreement by giving a 30-day notice, in writing, to the other party. The State Agency may cancel this Agreement immediately upon receipt of evidence that the terms and conditions thereof have not been fully complied with. Subject to such notice of termination or cancellation of the agreement, the Sponsor agrees to comply with the instructions of the State Agency - either to distribute all remaining USDA Foods in accordance with provisions of this Agreement or to return such inventories to their distribution outlet upon written authorization from the State Agency. USDA Foods will *not* be transferred or destroyed without written permission from the State Agency. Sponsor must submit such reports as are required by the State Agency to record final distribution of such inventories.
 - j. Funds derived from the feeding program salvage of USDA Foods or recoveries from insurance claims involving lost USDA Foods shall be used only for the payment of expenses related to the Food Distribution Program.
 - k. Report to the State Agency any complaint in connection with the condition or improper use of USDA Foods.

22. Provide a means to encourage student and teacher/parent input into the program.
23. Agree that the School Food Authority (SFA) official signing the claim shall be responsible for reviewing and analyzing meal counts to ensure accuracy governing claims for reimbursement (7 CFR 210.8). Acknowledge that failure to submit accurate claims will result in the recovery of an overclaim and may result in the withholding of payments, suspension, or termination of the program (7 CFR 210.24 and 7 CFR 210.25). Acknowledge that, if failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft or fraudulent activity, penalties shall apply (7 CFR 210.26).
24. Count the number of free, reduced-price, and paid reimbursable meals served to eligible children at the point of service, or through another counting system if approved by the State Agency.
25. Only claim reimbursement for snacks served in eligible Afterschool Care Programs; i.e., Afterschool Care Programs that provide children with regularly scheduled activities in an organized, structured, and supervised environment.
26. Monitor, twice a year, each Afterschool Care Program that claims reimbursement for snacks. This monitoring review *must* assess each site's compliance with counting and claiming procedures and the snack meal pattern. The first review will take place during the first four weeks that school is in operation each school year and the second review will take place before the end of the school year.
27. Comply with requirements for Professional Standards for school nutrition professional including hiring standards and yearly training requirements.
28. Establish a local meal charge policy.
29. Establish written school wellness policy for all schools under its jurisdiction and include all the required elements per 7 CFR 210.31 (c).
30. Respond to surveys and research studies as requested by the USDA.

PART 2. SCHOOL BREAKFAST PROGRAM

A. THE STATE AGENCY AND THE SPONSOR MUTUALLY AGREE THAT:

1. Schools may be added or deleted from the MEGS+ CNP: School Nutrition Programs Site Listing as need arises, and the references herein to MEGS+ CNP: School Nutrition Programs Site Listing shall be deemed to include such schedule supplemented and amended including selection of menu planning options for each building.
2. A school which operates its breakfast program under a fee, concession, or contract arrangement with a food service management company or under a similar arrangement *must* provide a copy of its management company contract to the State Agency, if one has not already been sent.
3. For the purpose of this Agreement, the following terms will mean, respectively:
 - a. Cost of providing a meal: Cost of food used, labor, benefits, supplies, depreciation, and indirect costs that can be associated with a breakfast served to a child.
 - b. School Year: A period of 12 calendar months beginning with July 1 of any calendar year and ending with June 30 of the following calendar year.
 - c. Nonprofit breakfast program: Food service maintained for the benefit of children, all of the income from which is used solely for the operation or improvement of such food service.

- d. Sponsor: The board of education of a school district, which serves youth in high school grade or under, or the governing body of an institution. (The term also includes a "nonprofit agency," to which such school has delegated responsibility for the operation of its nonprofit food service program.)
4. The terms of this Agreement will not be modified or changed in any way other than by consent in writing of both parties hereto.

B. THE STATE AGENCY AGREES THAT:

To the extent of the funds available, the State Agency will reimburse the Sponsor in connection with the cost of providing a meal for the School Breakfast Program (SBP) in the schools listed in MEGS+ CNP: School Nutrition Programs Site Listing in any school year during which this Agreement is in effect. The amount of reimbursement on behalf of any school will not exceed the lesser of (a) an amount equal to the number of breakfasts served to children of high school grade or under multiplied by the rate assigned by the State Agency or by such other rate as may be subsequently assigned by the State Agency, or (b) the cost of providing a meal (applies to severe need breakfasts).

The State Agency will promptly notify the Sponsor of any change in the minimum breakfast menu planning options or the assigned rate of reimbursement.

C. THE SPONOSOR AGREES THAT:

It will supervise school breakfast operations in the schools listed in MEGS+ Schedule A Site Listing and will require each school to:

1. Operate a nonprofit breakfast program and use program income only for program purposes. However, such income shall not be used to purchase land or buildings, or to construct buildings.
2. Serve breakfasts, which have been planned to meet the meal pattern requirements designated in 7 CFR 220.8, and that meet the requirements for a school breakfast during a period designated as the breakfast period by the school.
3. Price the school breakfast as a unit.
4. Supply breakfasts without cost or at a reduced price to all children who are determined by the school food authority to be unable to pay the full price thereof.
5. Claim reimbursement only for breakfasts served to children that meet the requirements specified in 7 CFR 220.8, at the rate assigned or by such other rate as the State Agency may subsequently assign.
6. Submit claims for reimbursement in accordance with procedure established by the State Agency.
7. Maintain in the storage, preparation, and service of food, proper sanitation and health standards, in conformance with all applicable state and local laws and regulations.
8. Maintain necessary facilities for storing, preparing, and serving food.
9. Upon request, make all accounts and records pertaining to the breakfast program available to the State Agency or USDA for audit or review at a reasonable time and place.
10. Not to overtly identify or discriminate against any child because of inability to pay the full price of breakfast.

PART 3. SPECIAL MILK PROGRAM

(Only split-session preschool/kindergartens that do not have access to the School Breakfast Program or National School Lunch Program are allowed to participate in the Special Milk Programs in schools that also participate in one or more other Child Nutrition Programs.)

DEFINITION OF MILK – Schools or institutions must offer only pasteurized fluid types of unflavored or flavored fat free or low-fat (1%) fluid milk. All milk must meet all State and local standards. All milk should contain vitamins A and D at levels specified by the Food and Drug Administration.

A. THE STATE AGENCY AND THE SPONSOR MUTUALLY AGREE:

1. To comply with and meet all responsibilities and requirements set forth in (7CFR Part 215), Special Milk Program regulations.
2. That MEGS+ CNP: School Nutrition Programs Site Listing is a listing of schools or facilities within the district and shall be a part of this Agreement.
3. That schools or facilities may be added to or deleted from MEGS+ CNP: School Nutrition Programs Site Listing as need arises, upon request, and such references to MEGS+ CNP: School Nutrition Programs Site Listing herein shall be deemed to include such amendments.

B. THE STATE AGENCY AGREES:

To the extent of the funds available, the State Agency shall reimburse the Sponsor for each one-half pint of fluid (8 oz.) milk served to children (exclusive of those served with breakfast and/or lunch). The exact rate is determined annually according to USDA regulations and the funds available.

C. THE SPONSOR AGREES TO:

1. Provide one-half pint (8 oz.) of fluid milk per serving. See the above definition of milk.
2. Ensure that the purchase price of milk shall not include straws, equipment purchases, vending machine rentals, other rentals, maintenance, service, etc.
3. Convert various size cartons of milk into one-half pints for reporting purposes.
4. Submit claim forms as prescribed by the State Agency.
5. Operate the program on a nonprofit basis. Any funds accruing as a result of the service of milk shall be used only for such purposes as will further increase the availability to and consumption of milk by children.

PART 4. RECORDKEEPING REQUIREMENTS

The Sponsor *must* keep full and accurate records of the Breakfast, Lunch, Afterschool Snack and Special Milk Programs to serve as a basis for the claim for reimbursement and for audit and review purposes. The records are to be kept three years after the date of the final claim for reimbursement for the fiscal year to which they pertain or as long as there are unresolved audit findings or investigations related to those records.

A. MEAL SERVICE:

1. Daily number of breakfasts, lunches, afterschool snacks, and special milk served to children.
2. Daily number of breakfasts, lunches, and afterschool snacks, and special milk served free or at reduced price.

3. Daily number of breakfasts, lunches, afterschool snacks, and milk served to adults.
4. Daily amounts of food prepared and served (Production Records).
5. Daily attendance sheets/rosters for afterschool care programs serving snacks.

B. PROGRAM INCOME RECEIPTS:

1. From children's payments.
2. From federal reimbursement, including federal reimbursement under the National School Lunch and Child Nutrition Acts (National School Lunch, School Breakfast, Afterschool Snack, and/or Special Milk Programs).
3. From State reimbursement.
4. General Fund (subsidy).
5. Loans.
6. From all other sources (adult meals, catering, a la carte).

C. PROGRAM EXPENDITURES (supported by invoices, receipts or other evidence of expenditure):

1. For food (include all milk).
2. For labor.
3. Repayment of loans or advances.
4. All other cash expenditures.

D. VALUE OF DONATIONS TO PROGRAM:

1. Donated food, exclusive of food donated by the USDA and Department of Defense (DoD).
2. Donated services.
3. All donations other than food and services.

E. APPROVED AND DENIED FREE AND REDUCED-PRICE APPLICATIONS

F. NOTICE TO PARENTS OF DENIAL OF FREE AND REDUCED-PRICE BENEFITS

G. RECORD OF HEARING PROCEEDINGS ON FREE AND REDUCED-PRICE ELIGIBILITY AND THE RESULTS OF SUCH HEARINGS

H. DESCRIPTION OF VERIFICATION EFFORTS, INCLUDING:

1. Summary of verification efforts, including techniques used.
2. Number of approved free and reduced-price meal applications on file as of October 1 of each school year.
3. Number or percentage of applications verified.
4. The reasons for changes in eligibility as a result of verification.

I. Direct Certification Reports

J. Food Production Records

PART 5. CIVIL RIGHTS REQUIREMENTS

The Sponsor *must* keep full and accurate records (documented) of compliance with all civil rights regulations. These activities and procedures are an ongoing requirement of the NSLP.

A. RACIAL/ETHNIC DATA:

1. Record numbers of approved children for free and reduced-price meals according to racial/ethnic category (for *each* school building/facility).
2. Record numbers of denied applicants for free and reduced price-meals according to racial/ethnic category (for *each* school building/facility).
3. Maintain this information on file for three years.

B. PUBLIC NOTIFICATION:

1. Include the most current nondiscrimination statement in all printed materials, publications, and websites.
2. Develop and review policies and procedures for civil rights complaints.
3. Display a nondiscrimination "And Justice for All" poster in a prominent place in each school building/facility located in the area where meals/snacks are provided.

C. PROVIDE ANNUAL CIVIL RIGHTS TRAINING FOR STAFF:

The training must include: Collecting and using data, effective public notification systems, complaint procedures, compliance review techniques, resolution of non-compliance, requirements for reasonable accommodation of persons with disabilities, requirements for language assistance, conflict resolution, and customer service.

D. COMPLIANCE REVIEWS:

Sponsor *must* visit/review all school buildings/facilities each year in order to ensure civil rights compliance.

E. COMPLAINT/GRIEVANCE PROCEDURES:

1. Sponsor *must* develop and implement a procedure to accept written and verbal complaints/grievances. All information *must* be properly documented.
2. Assign a complaint/grievance coordinator for Title IX (Equal Sex Opportunity) Section 504 (Equal Opportunity for Handicapped Persons). This requirement applies only if the Sponsor employs 15 or more employees.

PART 6. CERTIFICATION

To qualify for federal assistance, the program application *must* be accompanied by a written assurance that the program or facility will be operated in compliance with the civil rights laws and implementing nondiscrimination regulations.

- A.** The Sponsor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.): all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and FNS directives and guidelines, to the effect that no person shall, on the grounds of race, color, national origin, sex,

age or handicap, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the sponsor receives federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

- B.** By accepting this assurance, the Sponsor agrees to compile data, maintain records, and submit reports, as required, to permit effective enforcement of the nondiscrimination laws and permit authorized USDA personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the United States Department of Agriculture, Food and Nutrition Service shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the sponsors and its successors, transferees and assignees, as long as they receive assistance or retain possession of any assistance from the department.
- C.** The SFA certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any federal department or agency. Additionally, the SFA certifies that its vendors/sub recipients are neither excluded nor disqualified under the suspension and debarment rules found at 7CFR section 3017.300 by checking the Excluded Parties List System (EPLS). This information can be found at www.epls.gov.
- D.** Non-Public, Private, and Residential Child Care Institutions (RCCIs) certify to tax-exempt status from income tax under 501(c)(3) of the Internal Revenue Code of 1954, as amended.

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at **(202) 720-2600** (voice and TTY) or contact USDA through the Federal Relay Service at **800-877-8339**. Additionally, program information is available in languages other than English.

To file a complaint alleging discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at **USDA Office of Assistant Secretary for Civil Rights Discrimination Complaint Filing**¹, or at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call **866-632-9992**. Submit your completed form or letter to USDA by:

mail:

U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410

fax:

202-690-7442; or

email:

program.intake@usda.gov.

This institution is an equal opportunity provider.

¹ <https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer>

Authority: Child Nutrition Act of 1966.
Completion: Voluntary.

Office of Health and Nutrition Services
School Nutrition Programs
P.O. Box 30008
Lansing, MI 48909
517-373-3347



2018-2019 NATIONAL SCHOOL LUNCH/COMMODITY DISTRIBUTION SPECIAL MILK, AFTERSCHOOL SNACK, AND BREAKFAST PROGRAMS

Policy Statement

<u>Child Nutrition Program</u>	<u>Agency/Subagency</u>	<u>CFDA #</u>	<u>Program Title</u>
School Lunch	USDA/Food and Nutrition Service	10.555	National School Lunch Program
- Including Commodity Food Distribution	USDA/Food and Nutrition Service	10.550	Food Donation
Afterschool Snack	USDA/Food and Nutrition Service	10.555	National School Lunch Program
School Breakfast	USDA/Food and Nutrition Service	10.553	School Breakfast Program
Special Milk	USDA/Food and Nutrition Service	10.556	Special Milk Program for Children
Summer Food Service Program	USDA/Food and Nutrition Service	10.559	Summer Food Service Program for Children
Child and Adult Care Food Program	USDA/Food and Nutrition Service	10.558	Child and Adult Care Food Program

The Local Educational Agency (LEA) assures the Michigan Department of Education (MDE) that the school system will uniformly implement the following policy to determine children's eligibility for free or reduced price school meals in all National School Lunch, School Breakfast, Afterschool Snack, and/or Special Milk Programs in schools under its jurisdiction.

The following forms are adopted with and considered part of this policy:

Frequently Asked Questions About Free and Reduced Price School Meals

- Free Milk Application
- Free and Reduced Price School Meals Family Application

How to Apply for Free and Reduced Price Meals Form

- Free Milk Application
- Free and Reduced Price School Meals Family Application

2018-2019 Household Application for Free and Reduced-Price School Meals

- Free Milk Application
- Free and Reduced Price School Meals Family Application

Sharing Information with Other Programs Form

Approval-Disapproval to Households Form

Direct Certification Free Approval

Medicaid Direct Certification Reduced-Price Approval

Michigan Press New Release

- Sample Public Release for Free and Reduced Price Meals

A. The State Agency agrees to:

1. Announce to state-wide media outlets the Federal Income Eligibility Guidelines for Free and Reduced Price School Meals.

2. Ensure there are no barriers for participation by Limited English Proficient (LEP) families. LEP households will be provided program information in a language they can understand throughout the certification and verification process.
- B. The LEA (including Residential Child Care Institutions (RCCIs) with day treatment programs) agrees to:
1. Submit the informational public release containing the same information outlined in the *Frequently Asked Questions About Free and Reduced Price School Meals* to local unemployment offices, major employers contemplating large layoffs, and minority and grass-roots organizations.
 2. Submit to MDE any alterations to the *Frequently Asked Questions About Free and Reduced Price School Meals*, *Family Application for Free and Reduced Price School Meals*, *Family Application for Free Milk*, etc., prior to implementation. Such changes will be effective only upon approval. All changes in eligibility criteria must be publicly announced in the same manner used at the beginning of the school year.
 3. Depending on whether your School Food Authority: a) counts and claims students' meals using the traditional claiming using the eligibility status (free, reduced-price, or paid) of students; b) through a combination of some school(s) claiming by eligibility status and other schools claiming through the Community Eligibility Provision (CEP); or c) your entire School Food Authority is claiming through the CEP, you will be required to follow one of the following methods to determine student's eligibility and correct claiming procedures.
 - a. For standard eligibility determination - Develop and send to each child's parent or guardian a letter, as outlined herein, including an application form for free or reduced price school meals or free milk at the beginning of each school year and whenever there is a change in eligibility criteria. Only the reduced priced guidelines may be included in the School Meals Program *Frequently Asked Questions About Free and Reduced Price School Meals*. The free scale is used for Special Milk Program *Letter to Parents* only.

Parents will be requested to complete the application and return it to the Eligibility Determination Official for review. Such applications and documentation of action taken will be maintained for three years after the end of the fiscal year to which they pertain.

Designate an Eligibility Determination Official to review applications and make the determination of eligibility. This official will use the criteria outlined in this policy to determine which individual children are eligible for free and reduced price meals and/or free milk.
 - b. If your district/LEA has some schools on regular claiming using eligibility status and some are participating in CEP, you will determine eligibility depending on how the school is counting/claiming meals. If using the standard method of free/reduced/paid eligibility counting and claiming, those schools must follow 3.(a) above. For those schools that have been approved for CEP, all students will receive free breakfast and free lunch. With CEP schools, they will only need to count the total number of reimbursable meals served and submit these monthly totals in the claim system. Your ISP will automatically calculate the number of meals reimbursed at the free rate and the paid rate in the claim system. For student level socioeconomic information, CEP does not make all of the students "free". The use of the Household Information Survey would need to be used to capture the socioeconomic status of individual students who are NOT already directly certified, foster, homeless, migrant, or runaway. It is CRITICAL for you save all of the documentation used to calculate your ISP.
 - c. For schools/LEAs that are all CEP, individual determination of students eligibility status is completed through direct certification and those students that are certified, foster, homeless, migrant or runaway. The total of these students is then divided by enrollment to determine the schools/SFAs Identified Student Percentage (ISP). For school lunch and

school breakfast, additional student level information is not required for these students. Household Information Surveys can NOT be used to determine a student's eligibility for free meals – all students in a CEP school are served free meals.

Districts participating in the NSLP must use one of the methods for counting and claiming as described above. If schools enter or exit the CEP, the SFA shall adjust their counting and claiming methods to coincide with the above.

4. For non-CEP schools, access the Direct Certification Report as required by 7CFR Part 245, a minimum of three times during the school year; at or around the beginning of the school year, three months after the initial effort, and six months after the initial effort. MDE encourages LEAs as a best practice to access the direct certification report monthly and each time it is refreshed by the Center for Educational Performance and Information (CEPI), Michigan Student Data System (MSDS). Update eligibility and benefits based on the direct certification report. When a student's name is on the direct certification report, no further application is necessary and the benefit will be extended to the rest of the students in the household.

Foster children on the direct certification report are automatically eligible for free meals. This eligibility is not extended to other students in the household. However, the household may include the foster child on the application to increase household size and increase the likelihood of receiving benefits for the other students in the household. If a household has foster children living with them and wishes to apply for free and reduced price school meals and/or free milk for the other children in the household, they must provide the information requested on the application.

Medicaid matched students are included on the Direct Certification report as Medicaid Free and Medicaid Reduced Price eligible. The two different types of eligibility will be designated in the Direct Certification eligibility column as "M" for Medicaid Free eligible and "R" for Medicaid Reduced Price eligible. Students directly certified as Medicaid Free eligible or Medicaid Reduced Price eligible can extend benefits to the rest of the students in the household without further application.

Directly certified Medicaid Reduced Price eligible households will have the opportunity to complete an application to determine if they qualify for free meals based on household income and size. A separate direct certification notification letter for Medicaid Reduced Price eligibility will be sent to the households along with the Application for Free and Reduced Price School Meals and the Income Eligibility Guidelines for Reduced Price Meals.

Medicaid case numbers on applications or letters from a state agency may not be used in place of direct certification by Medicaid. The Direct Certification Report is the only means to determine Medicaid eligibility for free or reduced price meals.

Under 7CFR Part 245.6(b)(1)(v), LEAs electing CEP are required to conduct a data match between SNAP records and student enrollment records at least once annually. The requirement must be met by accessing the Direct Certification Report in MSDS by April 1st every year.

5. Accept applications at any time during the school year. Any parent enrolling a child in a school for the first time, at any time during the year, shall be supplied with such documents. If a child transfers from one school to another under the jurisdiction of the same school food authority, his/her eligibility for free meals or reduced price meals will be transferred to and honored by the receiving school.

All children from a family will receive the benefits they qualify for. The eligibility determination must be made within 10 working days of the receipt of the application. Parents or guardians will be notified individually of the acceptance or denial of their applications. Children will be served free and reduced price school meals and/or free milk immediately upon the establishment of their eligibility.

Parents or guardians will be informed in writing of the reason for denial and of the fair hearing procedure when an application is rejected.

6. Develop a procedure for households with children who are categorically eligible under other source categorically eligible programs should contact the school for assistance in receiving benefits and indicate the source of their status on the application.
7. Establish and use a fair hearing procedure for parents' appeals of the school's decisions on applications and for school officials' challenges to the correctness of information contained in an application or to the continued eligibility of any child for free and reduced-price meals and/or free milk. During the appeal and hearing, the child will continue to receive free and reduced price meals and/or free milk. A record of all such appeals and challenges and their dispositions shall be retained for three years.

Prior to initiating the hearing procedure, the parent or local school official may request a conference to provide an opportunity for the parent and school official to discuss the situation, present information, and obtain an explanation of data submitted in the application and decisions rendered. Such a conference shall not in any way prejudice or diminish the right to a fair hearing. The hearing procedure shall provide the following:

- a. A publicly-announced, simple method for making an oral or written request for the hearing.
 - b. An opportunity to be assisted or represented by an attorney or other person.
 - c. An opportunity to examine, prior to and during the hearing, the documents and records presented to support the decision under appeal.
 - d. Reasonable promptness and convenience in scheduling a hearing and adequate notice as to the time and place of the hearing.
 - e. An opportunity to present oral or documentary evidence and arguments supporting its position.
 - f. An opportunity to question or refute any testimony or other evidence and to confront and cross-examine any adverse witnesses.
 - g. That the hearing be conducted and the decision made by a hearing officer who did not participate in the decision under appeal.
 - h. That the decision of the hearing official be based on the oral and documentary evidence presented at the hearing and made part of the hearing record.
 - i. That the parties concerned and any designated representative, thereof, be notified in writing of the decision of the hearing official.
 - j. That for each hearing, a written record be prepared, including the decision under appeal, any documentary evidence and a summary of any oral testimony presented at the hearing, the decision of the hearing official and the reasons therefore, and a copy of the notification to the parties concerned of the hearing official's decision.
8. Verify applications for meal benefits in accordance with program regulations and maintain records of such verification. Prepare a summary of verification results according to regulatory requirements.
 9. Serve free meals or free milk to children from families whose income are at or below the guidelines listed in Scale A (*Federal Income Eligibility Guidelines*).
 10. Serve reduced price meals to children from families whose income is at or below the guidelines list in Scale B (*Federal Income Eligibility Guidelines*).

Reduced price meals must be provided with a maximum charge of \$0.40 for lunch, \$0.30 for breakfast and \$0.15 for afterschool snack.

11. Provide these benefits to children of families who are experiencing strikes, layoffs and unemployment, which cause the family income to fall below the guidelines in *Federal Income Eligibility Guidelines*.
12. Establish a procedure to collect from children who pay for meals or milk and to account for the number of free, reduced price, and full price meals served and the number of half-pints of full-price and free milk served. This procedure will be used so that no other child in the school will consciously be made aware of such procedure or the identity of the children receiving free and reduced price meals and/or free milk.
13. Ensure the names of the children eligible to receive free meals or milk or reduced price meals shall not be published, posted, or announced in any manner. LEAs may disclose, without parent/guardian consent, participants' names and eligibility status (whether they are eligible for free meals or free milk or reduced-price meals) to persons directly connected with the administration or enforcement of federal education or state education programs such as Title I, M-Step, and No Child Left Behind. In order to release the names for any other purpose such as research, grant applications, etc., the parent or guardian must sign a *Sharing Information with Other Programs* statement. Such *Sharing Information with Other Programs* must be maintained on file in the food service office. Parents must be informed that failure to grant the *Sharing Information with Other Programs* does not change their child's eligibility to receive free or reduced price meals or free milk.
14. Ensure there is no physical segregation of, nor any other discrimination against any child because of inability to pay the full price of the meal or milk. There shall be no overt identification of any such children by use of special tokens, tickets or any other means. Further assurance is given that children eligible for free meals or reduced price meals shall *not* be required to:
 - a. Use a separate lunchroom.
 - b. Go through a separate serving line.
 - c. Enter the lunchroom through a separate entrance.
 - d. Eat meals or drink milk at a different time.
 - e. Eat a meal or drink milk different from that sold to children paying the full price.
 - f. Work for their meals or milk.
16. Develop a procedure that prevents overt identification of the children receiving free or reduced price meals or free milk when competitive foods are being sold during meal service in the cafeteria.
17. In the operation of child feeding programs, no child shall be discriminated against because of race, sex, color, national origin, age, or disability.
18. Ensure there are no barriers for participation by Limited English Proficient (LEP) families, and LEP households will be provided program information in a language they can understand throughout the certification and verification process.
19. Review and follow all guidance in the USDA *Eligibility Manual for School Meals Determining and Verifying Eligibility*.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at 800-877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at:

http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call 866-632-9992. Submit your completed form or letter to USDA by:

mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW Washington, D.C. 20250-9410

fax: 202-690-7442; or

email: program.intake@usda.gov

This institution is an equal opportunity provider.

Assurances and Certifications for USDA Foods Delivery

If you have chosen to join a consortium, you have agreed to the following:

Consortium Acceptance Information

The School Food Authority (SFA) agrees to enter into an agreement pursuant to the Revised School Code, Sections 380.11a (4) and 380.601a (2) with the Fiscal Agent (consortium) for the purpose of procuring and purchasing the following:

1. United States Department of Agriculture (USDA) Foods warehousing and distribution.
2. USDA Foods processed products.

It is hereby agreed that:

1. Both parties must remain eligible for receipt of USDA Foods as determined by the Michigan Department of Education (MDE). Participation in the National School Lunch Program (NSLP) is required to receive USDA Foods.
2. The SFA's entitlement dollars for USDA Foods will be based on the total lunches served the prior year multiplied by the commodity entitlement value as established by USDA in the federal registrar each July plus 12% provision entitlement as determined annually.
3. The consortium Fiscal Agent is responsible for ordering, receiving, storing, tracking, procuring, and distributing USDA Foods, according to the agreement between the SFA and the Fiscal Agent and according to policy and regulation as designated by MDE and USDA.
4. The SFA shall respond to any consortium surveys to ensure the USDA Foods program is a demand-driven system that meets the needs of the consortium members.
5. The SFA must respond to MDE and USDA food safety and recall notices to ensure compliance with all applicable federal, state, and local requirements. The SFA should have a procedure in place to ensure that such foods are isolated, inspected, and disposed of in an expeditious manner.
6. Both the Fiscal Agent and the SFA are responsible for compliance with policy and regulations as designated by the MDE and USDA.
7. The SFA will receive its USDA Foods from the Fiscal Agent for the 2019-2020 school year (July 1, 2019 to June 30, 2020) for which this agreement pertains even in the event this agreement is terminated. Additionally, any fees associated with joining this consortium, ordering/diversion of USDA Foods, delivery fees, and/or storage fees up to the point of terminating the membership, will continue to be the responsibility of the SFA. Membership fees are the responsibility of the SFA, not the vended meal company.
8. The SFA's decision to belong to this consortium is irrevocable for the 2019-2020 school year. No changes to the consortium choice within MEGS+ allowed after October 15, 2018. SFA's may only join one USDA Foods consortium at a time.
9. The SFA, as a member of a consortium, shall draw down the balances of donated USDA Foods and Department of Defense (DoD) Produce at the consortium's contracted warehouse as well as USDA Foods at the processors throughout the school year. The consortium and its contracted distributor will monitor the SFA's drawdown of these balances as part of their single bank system and in accordance with regulations as designated by the MDE. At the end of each school year (June 30), any remaining pounds of USDA Foods will remain in the general consortia account as per the single bank system as well as MDE's USDA Foods carryover policy. Unspent entitlement dollars will not be carried over into the new school year. Entitlement can be tracked on the Planned Assistance Level (PAL) Report provided by your chosen consortium.

10. The SFA shall maintain records for a period of three (3) years after the end of the fiscal year to which they pertain, or until final resolution of outstanding audits or claims. Any food purchasing and procurement records that are necessary to complete required monitoring activities shall be maintained by the SFA and consortium under this agreement and shall be made available to the Auditor General, the USDA, and/or MDE upon request for the purposes of auditing, examination, and review. [7 CFR 250.16]
11. The SFA must accept the Request for USDA Foods Delivery invitation in MEGS+ and shall maintain a file copy of these *Assurances and Certifications* for the direct diversion of USDA Foods that will be provided to the SFA by the chosen consortium.
12. This agreement is subject to amendments resulting from USDA regulatory and/or policy changes.

If you have chosen not to receive USDA Foods for SY 2019-2020, you have agreed to the following:

Non-participation Acceptance Information

The School Food Authority (SFA) has decided not to enter into an agreement with a Fiscal Agent of a consortium for the purpose of ordering, receiving, storing, tracking, procuring, and distributing United States Department of Agriculture (USDA) non processed foods (including bonus items), Department of Defense (DoD) produce, and/or USDA Foods processed products.

It is hereby agreed that:

The SFA is forfeiting its entitlement dollars for USDA Foods and will not be eligible to receive USDA Foods of any kind in school year 2019-2020 (July 1, 2019 to June 30, 2020).

CNP: School Nutrition Program - Sponsor Information

Agency: Oakland County Childrens Village

2019

Recipient Code: 630008006

1. Agreement #: 630008006
 - a. RCCI Flag: YES
2. Sponsor Name: Oakland County Childrens Village
3. a. Address Line 1: 1200 NORTH TELEGRAPH RD DEPT 63
 - b. Address Line 2:
 - c. City: PONTIAC
 - d. State: MI
 - e. Zip: 483411032
4. a. Federal Employer ID Number: 386004876
 - b. School District Code: 63030
 - c. School Building Code: 00000
 - d. County: Oakland County - 063
 - e. DUNS Number: 136200362
 - f. Activity Status and Effective Month: Active JUL
 - g. Number of Active Sites: 1
- *5. Is SFA operated by a Food Service Management Company? ☐ Yes ☒ No
 - a. If Yes, Name of Company:
 - b. Or, if company not listed enter Name here:
- *6. Does SFA have meals prepared and delivered by a Vendor/
Caterer ☐ Yes ☒ No

a. If Yes, Name of Vendor/Caterer:

b. Or, if company not listed enter Name here:

*7.	*a.	Business Contact:	Greg Alessi
	*b.	Title:	Administrator
	*c.	Telephone Number:	(248)858-1135 Ext: 0
	*d.	Fax Number:	(248) 858-4943
	*e.	E-mail Address:	alessig@oakgov.com

8.	Food Service Director:	
*a.	Name:	Karla Jensen
*b.	Telephone Number:	(248) 858-1163 -
*c.	E-mail Address:	jensenk@oakgov.com
*d.	Was the food service director hired on or after July 1, 2015?	Yes

9.	a.	Additional Contact:	Lori Strong
	b.	Title:	Adm Coordinator
	c.	Telephone Number:	248-858-1317 Ext.
	d.	Fax Number:	
	e.	E-mail Address:	strongl@oakgov.com

*10. Does your district share a food service director? No

a. If Yes, what is the methodology for reporting the shared

CNP: School Nutrition Program - Sponsor Information

Agency: Oakland County Childrens Village

2019

Recipient Code: 630008006

costs of the food service director?

*11. Do any of your Residential Child Care Institution sites have a day treatment program? ☐ Yes ☒ No ☐ NA

*12. Are any of your schools going to participate in the Community Eligibility Provision(CEP)? ☐ Yes ☒ No

* I certify that the above data is complete and correct. ☒

CNP: School Nutrition Program - Site Information: 63RCC0015 Oakland County Children's Village

Agency: Oakland County Childrens Village

2018 - 2019

Recipient Code: 630008006

- | | | |
|------|--|---|
| 1. | Site Number: | 63RCC0015 New |
| | a. License Number: | CE630201060 |
| | b. License Number
Expiration Date: | 2/20/2020 |
| 2. | Site Name: | Oakland County Children's
Village |
| | a. "New" or "Renewal" tag | Renewal |
| 3. | a. Address Line 1: | 1200 N Telegraph Rd |
| | b. Address Line 2: | |
| | c. City: | Pontiac |
| | d. State: | MI |
| | e. Zip: | 48328 |
| | f. Primary Address
(Geocode) | 42.656380, -83.324620 |
| 4. | a. School District Code: | 63030 |
| | b. School Building Code: | |
| | c. County Code and Name: | Oakland County - 063 |
| | d. Activity Status and
Effective Month: | Active-01-JUL |
| | e. Grade Set: | |
| | f. CEO Eligibility and
Percentage: | Undetermined |
| * 5. | Do you provide School
Breakfast? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| | a. Mandate Flag | N |

CNP: School Nutrition Program - Site Information: 63RCC0015 Oakland County Children's Village

Agency: Oakland County Childrens Village

2018 - 2019

Recipient Code: 630008006

b. Breakfast Model options
(Check all that apply):

Hover over the option for
additional details regarding
the model.

☐ 1 - Universal Free
Breakfast

☐ 2 - Breakfast in the
Classroom

☐ 3 - Grab-N-Go

☐ 4 - Second Chance
Breakfast

☐ 5 - Breakfast Vending
Machine

☐ 6 - Breakfast on the Bus

☐ 7 - Cafeteria

☒ 8 - Other

In RCCI dining rooms

c. Is this site Offer versus
Serve?

☐ Yes ☒ No

* 6. Do you provide School Lunch? ☒ Yes ☐ No

a. Lunch Menu
Pattern Choices
(Check all that apply):

☐ 1 - Lunch:K-5

☐ 1 - Lunch:K-5

☐ 2 - Lunch:K-8

☐ 3 - Lunch: 6-8

CNP: School Nutrition Program - Site Information: 63RCC0015 Oakland County Children's Village

Agency: Oakland County Childrens Village

2018 - 2019

Recipient Code: 630008006

☒

4 - Lunch: 9-12

5 - Lunch: RCCI with
Approved Exception

b. Lunch Model
(Check all that apply):

1 - Lunch in the
classroom

☐

2 - Grab-N-Go

3 - Lunch Vending Machine

☐

4 - Cafeteria

☐

5 - Closed Campus

☐

6 - Open Campus

☒

7 - Other

In RCCI dining rooms

c. Is this site Offer
versus Serve?

☐Yes ☒No

* 7.

Do you provide a
Special Milk
Program?

☐Yes ☒No

a. Type(s) of Special
Milk Program
Operated (Check all
that apply):

☐

Free

☐

Pricing

☐

Non-Pricing

b. Special Milk
Program price per ½
pint charged to
student.

c. Average price paid
by school to
dairy/vendor per 1/2

CNP: School Nutrition Program - Site Information: 63RCC0015 Oakland County Children's Village

Agency: Oakland County Childrens Village

2018 - 2019

Recipient Code: 630008006

pint of milk.

d. Do children in the
Special Milk Program
have access to
School Breakfast
Program or National
School Lunch
Program?

☒Yes ☐No

* 8.

Do you provide an
Afterschool Snack?

☒Yes ☐No

a. If After School
Snack is Selected,
site is:

☐

i. Non Area Eligible

☒

ii. Eligible: At least
50% of enrolled
children at this site
are eligible for free or
reduced price meals
based on October
claim.

☐

iii. Area Eligible:
Located within the
attendance area of
another site that is
area eligible. Enter
information for that
site below.

Building Code
Number:

Building Name:

* 9.

Is an Alternate
Agreement required?
(If yes, download the
Alternate Agreement
listed in
Downloadable

Yes No

CNP: School Nutrition Program - Site Information: 63RCC0015 Oakland County Children's Village

Agency: Oakland County Childrens Village

2018 - 2019

Recipient Code: 630008006

Required
Documents,
complete, obtain
required signatures,
and mail.)

* 10.

Food Safety
Inspections/Food
Safety Program
based on Hazard
Analysis Critical
Control Point
principles (HACCP)

- a. a. A minimum of two food safety inspections are required to be conducted annually by the local health department for each building, or part of a building, participating in the NSLP in which food is stored, prepared, or served. This requirement also includes Residential Child Care Institutions (RCCIs). It is the responsibility of the SFA to request the food safety inspections. Please indicate the date(s) of the Food/Dairy Service Establishment Inspections for this site, as performed by your local health department personnel, between the dates of July 1, 2015 and June 30, 2016.

NOTE: List routine inspections only. DO NOT list follow-up inspections made by the local health department or any self-inspections you perform yourself. If you are unsure of the dates of the most recent inspections, contact your local health department for this information.

Date 1:1/12/2018

Date 2:6/13/2018

- b. If less than two Food/Dairy Establishment Evaluation Reports were obtained for each building, please indicate the reason provided by the local health department for not conducting the evaluation(s):

* 11.

Does this site
participate in CACFP,
SFSP or year-round
NSLP?

☒ Participating
☐ Non-Participating

If participating, please describe briefly which groups of students have access to each program. Please list school year start and end dates.

CNP: School Nutrition Program - Site Information: 63RCC0015 Oakland County Children's Village

Agency: Oakland County Childrens Village

2018 - 2019

Recipient Code: 630008006

School year is July 1
to June 30. All
children and youth
residing at the RCCI
receive all meals and
snacks free of
charge.

12. Does this site provide
and claim meals
through the NSLP
and/or SBP for
(Check all that apply):

- ☐ a. Great Start
Readiness Program
(GSRP) Students.
☐ b. Head Start

*I certify that the
above data is
complete and
correct:



CNP: School Nutrition Program - Certification Statements

Agency: Oakland County Childrens Village

2018 - 2019

Recipient Code: 630008006

Please note that this application cannot be modified and/or amended in **MEGS+** until it has been reviewed by the Office of School Support Staff. If you have any questions or concerns regarding your application, please contact the Office of School Support office.

The Authorized Official or their designee certifies that: I hereby attest that the School Food Authority (SFA) and all schools under its jurisdiction operating the following Child Nutrition programs are in compliance with all regulations of the nutrition assistance programs authorized under the following Acts: Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq), as amended through P.L. 112-55, effective Nov. 18, 2011. (NSLA) Child Nutrition Act of 1966 (42 U.S.C. 1773), as amended through P.L. 111-296, effective Dec. 13, 2010 (CNA) Child Nutrition and WIC Reauthorization Act of 2004, P.L. 108-265, effective June 30, 2004 Food, Conservation, and Energy Act of 2008, P.L. 110-234, effective May 22, 2008 (Farm Bill) Healthy, Hunger-Free Kids Act of 2010, P.L. 111-296, effective Dec. 13, 2010 (HHFKA) I also attest that the School Food Authority (SFA) and all schools under its jurisdiction operating the following Child Nutrition programs are in compliance with requirements in effect for School Year 2018-2019, as set forth in 7 CFR Part 210, 215, 220, 225, 226, and 250, as applicable. National School Lunch Program (NSLP) 7 CFR Part 210 Fresh Fruit and Vegetable Program (P.L. 110-234 amended NSLA, adding Section 19) School Breakfast Program (SBP) 7 CFR Part 220 Afterschool Snack Program 7 CFR Part 210 Special Milk Program (SMP) 7 CFR Part 215 Summer Food Service Program (SFSP) 7 CFR Part 225 Child and Adult Care Food Program (CACFP) 7 CFR Part 226 Commodity Food Distribution Program 7 CFR Part 250 In addition, for School Year 2018-2019, the SFA I represent attests that: I have read and agree to the terms of the Permanent Agreement of the Child Nutrition Program(s) in operation in the SFA for the current fiscal year. I have read and agree to the terms of the Policy Statement of the Child Nutrition Program(s) in operation in the Local Educational Agency for the current fiscal year. The responsible person(s) for the operation of the Child Nutrition program(s) has been trained in all program requirements. Any changes or updates to information on this certification form or program application will be made in MEGS+ in a timely manner. Officials of the U.S. Department of Agriculture (USDA) and the Michigan Department of Education (MDE) may verify this information at any time. The Sponsor has a screening system to scrutinize any criminal convictions of program staff, as well as prior mismanagement of not-for-profit or governmental supported programs. You will provide any information for USDA research projects. All information on this application is true and correct.

If you would like to exit the system, please click the logout button at the top of this page.

☒ I Agree

Submission/Certification

MDE Approval

Person

Date

Person

Date

**Michigan Electronic Grant System Plus - MEGS+**

Michigan Department of Education

[Michigan.gov](#)[Reports](#) | [Administration](#) | [Training Materials](#) | [Agencies](#)[Home](#) [Quick Search](#)Welcome, [Lori Strong](#) | [Logout](#)[SAVE](#)[GLOBAL ERRORS](#)[REVIEW COMMENTS](#)[Main Menu](#) > [Application Menu](#) > [View/Edit](#) > **MiND Security Agreement****Oakland County Childrens Village - 630008006****Quick Links:** [View/Edit](#) | [Change Status](#) | [Management Tools](#) | [Examine Related Items](#) | [View Comments](#)**Application:** FY 2019 - CNP: School Nutrition Program | **Status:** In Progress | **Security Level:** MEGS+: Level 4 Application Administrator**Created By:** alessi, Mr. greg on 6/18/2018 10:09:35 AM**Modified By:** alessi, Mr. greg on 6/18/2018 3:10:09 PM**MIND SECURITY AGREEMENT****Instructions:***Please indicate the person(s) that will complete the claims for this application in MiND.*

Confirm MEIS accounts here:

<https://mdoe.state.mi.us/meis/Login.aspx>**Primary Contact**

Lori Strong

MEIS Account Number:

A1176865

First Name:

Lori

Last Name:

Strong

Phone Number:

(248) 858-1317

Email Address:

strongl@oakgov.com

Active since Date:

10/3/2016 12:35:14 PM

Secondary Contact

greg alessi

MEIS Account Number:

A1038253

First Name:

greg

Last Name:

alessi

Phone Number:

(248) 858-1135

Email Address:

alessig@oakgov.com

Active since Date:

10/3/2016 12:35:14 PM

☒ I certify that the person(s) named above are official(s) who are authorized to legally bind this entity.[Top of the Page](#)**Related Pages**

Status	Page Name	Comments	Created By	Last Modified By
	Sponsor Information		6/18/2018 10:09:35 AM	Mr. greg alessi 6/18/2018 10:17:22 AM
	Site Listing			
	Certification Statements		6/18/2018 10:09:35 AM	Mr. greg alessi 6/18/2018 11:50:04 AM
	MiND Security Agreement			

CNP: School Nutrition Program - Meal Counting and Claiming

Agency: Oakland County Childrens Village

2018 - 2019

Recipient Code: 630008006

☐ 1. Computer System

- a. Card/code (Computer System):
- ☐ Number Series
 - ☐ Bar Code
 - ☐ Other: (Specify)
- b. Cards or codes accepted at:
- ☐ Beginning of Service Line*
 - ☐ End of Serving Line
 - ☐ Other: (Specify)

* Meal counts may be taken at the beginning of the serving line only when the school district ensures that meals are monitored for completeness at the end of the serving line.

☒ 2. Roster or Class List

- a. Method used to check names:
- ☐ Self identification by Student (name or ID number)
 - ☐ Visual Identification by Teacher, Cashier, etc. with Back-up Self ID (name or ID number)
 - ☒ Other: (Specify)
RCCI staff and supervisors visual check
- b. Meal Count:
- ☐ End of Meal Comparison of Checklist to List of Names of Eligible Children
 - ☐ End of Meal Tally of Codes and Number of Children Checked Off
 - ☒ Meals counted on meal count form after reimbursable meal given (RCCI)
 - ☐ Meals counted on meal count form at the end of the serving line (CEP)
 - ☐ Other: (Specify)

☐ 3. Ticket System

- a. Type of code:
- ☐ Number Series
 - ☐ Hole Punch
 - ☐ Date Placement
 - ☐ Other: (Specify)
- b. Tickets collected at:
- ☐ Beginning of Service Line*
 - ☐ End of Service Line

CNP: School Nutrition Program - Meal Counting and Claiming

Agency: Oakland County Childrens Village

2018 - 2019

Recipient Code: 630008006

☐ Other: (Specify)

* Meal counts may be taken at the beginning of the serving line only when the school district ensures that meals are monitored for completeness at the end of the serving line.

Point of Service Certification

* I certify that all of the following statements are true:

* 4. Overt Identification ☒ Yes ☐ No

There is a method in place to prevent overt identification.

Serving lines, which offer reimbursable meals, are not set up to receive only cash.

Children eligible for free or reduced-price meals or free milk are not the only children listed on pre-paid lists or class rosters.

Children eligible for free or reduced-price meals are not required to use a separate dining area, go through a separate line, enter through a separate entrance, or consume their meals at a different time than children paying the full price.

If No, please explain:

* 5. Meal Counts ☒ Yes ☐ No

Meals counted for reimbursement contain all required meal components.

Meal counts are taken at the end of the serving line unless indicated above.

Daily meal counts are not based on tray or plate counts, pre-order counts, classroom attendance or on the number of eligible students that have applications on file.

If No, please explain:

* 6. Claims ☒ Yes ☐ No

Meals counted for reimbursement contain all required meal components.

Meal counts are taken at the end of the serving line unless indicated above.

Daily meal counts are not based on tray or plate counts, pre-order counts, classroom attendance or on the number of eligible students that have applications on file.

If No, please explain:

CNP: School Nutrition Program - Request for USDA Foods Delivery

Agency: Oakland County Childrens Village

2018 - 2019

Recipient Code: 630008006

USDA Foods

Instructions: You must indicate a consortia option by answering question 1 or question 2.

1. Please choose ONE of the following consortia options for USDA Foods delivery for next year, School Year 2019-2020

- ☐ a. MOR- Macomb-Oakland-Wayne RESA
- ☒ b. SPARC- School Purchasing and Resource Consortiums
- ☐ c. GLC- Great Lakes Consortium

2. If not choosing a consortia, please indicate your reason:

- ☐ a. Do not wish to participate in the USDA Foods program for next year, School Year 2019-2020
- ☐ b. Not joining a consortia (for 82010 Detroit Public Schools Only)

Note: Please direct any questions pertaining to this form to the Food Distribution Unit at (517) 373-8642.

*☒ I certify that the above data is complete and correct.

Assurances and Certifications pertaining to participation in the USDA Foods Program can be found within the Related Pages section of this application
Local Food Purchasing

Instructions: While this section of the application is not mandatory, we ask that you complete these questions to the best of your knowledge to assist MDE with the oversight of various programs that provide local / fresh fruits and vegetables.

Do you currently purchase local foods for your school meals? Local foods are foods that are grown, raised or processed in Michigan. ☒ Yes ☐ No

- ☒ Department of Defense (DoD) and/or USDA Foods Program and/or Fresh Produce Pilot Program (utilizing USDA entitlement dollars)
- ☒ Broadline distributor (such as GFS, SYSCO, Van Eerden)
- ☒ Local grocery store
- ☐ Farm direct
- ☐ Farmer cooperative

CNP: School Nutrition Program - Request for USDA Foods Delivery

Agency: Oakland County Childrens Village

2018 - 2019

Recipient Code: 630008006

- ☐ Food hub
- ☐ Farm direct

CNP: School Nutrition Program - Meal Prices

Agency: Oakland County Childrens Village

2018 - 2019

Recipient Code: 630008006

Student Meal Prices:

*	Program Type:	Residential Child Care Institution (RCCI)		
		K-5	6-8	9-12
		Breakfast	0	0
		Lunch	0	0
		Snack	0	0

If you are Traditional Priced and students are provided meals at no cost, indicate 0 in fields.

If a grade set is not in your enrollment, indicate N/A, and only enter meal prices into the grade set fields that are in your enrollment.

If you have tiered pricing, only list the lowest price.

For further information on the pricing requirements for adult meals please refer to MDE's "Menu, Adult, and Ala Carte Pricing Worksheet", which is available on our website at: www.michigan.gov/schoolnutrition. If you have any questions, please contact the MDE Fiscal Team at (517) 373-1073.

☒ I certify that the above data is complete and correct.

CNP: School Nutrition Program - Food Service Director Hiring Standards

Agency: Oakland County Childrens Village

2018 - 2019

Recipient Code: 630008006

1. Select the student enrollment category for Oakland County Childrens Village

- ☐ Less than 500
☒ 500 - 2,499
☐ 2,500 - 9,999
☐ 10,000 or more

2. Are you a director overseeing multiple LEAs?

- ☐ Yes ☒ No

a. If yes, list the other LEAs and the student enrollment of each LEA, based on the October student count.

3. Indicate level of educationSelect the student enrollment category for Oakland County Childrens Village

- ☐ Bachelors Degree
☐ Associates Degree
☒ High School Diploma or GED
☐ MDE approval in response to the LEA's request for a candidate that meets the educational standards for an LEA with less than 500 students, but has less than three years experience.
☐ Other: (Specify)

4. The Food Service Director has at least 8 hours of food safety training that was completed within 5 years prior to their starting date or completed within 30 days of their start date.

- ☒ Yes ☐ No

5. Upload all documentation (diploma, transcripts, or program certificates*) supporting level of education on the View/Edit page under Attachments.

*Program Certificates

- SNA SNS certification
- SNA Level 3 certification
- MSBO CND certification
- NRA MFP certification + must complete MDE School Meals Overview Training within six months of hire date
- CDM/CFFP certification + must complete MDE School Meals Overview Training within six months of hire date.

*☒ I certify that the above data is complete and correct.

MISCELLANEOUS RESOLUTION #18xxx

BY: Commissioner Christine Long, Chairperson, General Government Committee

IN RE: BOARD OF COMMISSIONERS – BOARD AUDITORIUM AND COMMITTEE ROOM A AUDIO/VIDEO UPGRADES PROJECT

To the Oakland County Board of Commissioners

Chairperson, Ladies and Gentlemen:

WHEREAS the Board of Commissioners (BOC) Auditorium and Committee Room A have consistently been experiencing complications with the audio/visual systems, including a complete failure of the audio system at a recent board meeting in the Auditorium; and

WHEREAS the audio system in the Auditorium has since been replaced; however, numerous other aspects of the Auditorium and Committee Room A still remain outdated, problematic and in need of replacing; and

WHEREAS the Chairperson of the Board of Commissioners has requested that the BOC Auditorium and Committee Room A be upgraded to include a state of the art video system; and

WHEREAS Board Administration and Information Technology have been working together to determine the extent of audio/visual renovations; and

WHEREAS the proposed BOC Auditorium and Committee Room A upgrades project would involve the following:

- New speakers
- New video distribution system
- New projection display
- New control system
- New digital sound processor (DSP) sound system

WHEREAS Oakland County Information Technology already has a contracted vendor to provide the Audio/Visual equipment, installation and training; and

WHEREAS the total remaining estimated BOC Auditorium and Committee Room A Audio/Video Upgrades project cost will be \$41,000, including \$39,000 for equipment and \$2,000 for extended warranty.

NOW THEREFORE BE IT RESOLVED that the Oakland County Board of Commissioners authorizes the BOC Auditorium and Committee Room A Audio/Video Upgrades project in the amount of \$41,000.

Chairperson, on behalf of the General Government Committee, I move for the adoption of the foregoing resolution.

Commissioner Christine Long, District #7
Chairperson, General Government Committee

BOC Auditorium

Oakland County



Presented By:



Third Coast Tech, LLC.
4514 Pontiac Lake Rd.
Waterford, Michigan 48328
800-828-9517
www.thirdcoasttech.com

Modified: 8/17/2018
Revision: 2

Conference Room

1	Biamp 4 channel, 60W half-rack amplifier with mounting bracket.	\$540.00
5	Biamp Tesira 4 channel mic/line input card with acoustic echo cancellation per channel	\$2,196.00
1	Biamp Tesira DSP server with up to 48 channels of I/O, 1 DSP-2 card (2 additional DSP-2 cards can be added) no AVB-1 network card	\$4,032.00
2	Biamp Tesira 4 channel mic/line output card	\$374.40
1	TCT Estimated Shipping	\$65.00
1	TCT Quoted at \$49/Hour as per service contract	\$392.00
1	TCT Quoted at \$95/Hour as per Contract	\$760.00

Conference Room	Equipment Total:	\$7,207.40
	Labor Total:	\$1,152.00
	Total:	\$8,359.40

* Price Includes Accessories

Presented By: Third Coast Tech, LLC.

Project Name: BOC Auditorium

Project No.: TCT-0132

8/22/2018

Page 2 of 8

Projector

1	Nec	\$2,426.40
1	Nec NEC's PA803UL is a 8000-lumen LCD laser projector with advanced professional installation features for higher education and corporate users. The newly developed sealed optical engine creates a filter/maintenance free projector. With its multitude of digital inputs, connection to any computer or high definition device is possible. Enjoy design and installation flexibility with a complete line of optional powered lenses (lens shift, focus and zoom), tilt-free and portrait installation capabilities along with built-in edge blending and stacking. The HDBaseT input and separate HDBaseT repeater provide single connections for uncompressed full HD digital video, audio, Ethernet power and various control signals.	\$4,798.80
1	TCT Estimated Shipping	\$84.50
1	TCT Quoted at \$49/Hour as per service contract	\$98.00

Projector	Equipment Total:	\$7,309.70
	Labor Total:	\$98.00
	Total:	\$7,407.70

* Price Includes Accessories

Presented By: Third Coast Tech, LLC.

Project Name: BOC Auditorium

Project No.: TCT-0132

8/22/2018

Page 3 of 8

Speakers

1	Biamp Tesira 4-channel, 300W digital networked amplifier, constant voltage	\$2,460.00
20	Jbl Pro 6.5" Coax Ceiling Loudspeaker. True-Broadband 120° Coverage. 150 Watts, 47 Hz to 19kHz Frequency Response, 90 dB Sensitivity. 1" Exit Compression Driver. 8 ohms Plus 70V/100V Taps at 60W, 30W, 15W (And 7.5W @ 70V). 13" Round Ported Baffle x 9.7" Deep. (Priced as Each, Sold in Pairs).	\$4,762.80
1	TCT Quoted at \$49 as per maintenance contract	\$196.00
1	TCT Estimated Shipping	\$195.00
1	TCT Quoted at \$49/Hour as per service contract	\$4,116.00
1	TCT	\$960.04

Speakers	Equipment Total:	\$8,377.84
	Labor Total:	\$4,312.00
	Total:	\$12,689.84

* Price Includes Accessories

Presented By: Third Coast Tech, LLC.

Project Name: BOC Auditorium

Project No.: TCT-0132

8/22/2018

Page 4 of 8

Video Distribution

2	Crestron	\$1,320.00
	<p>The DMC-4K-C is an input card designed for use with any card-based Crestron DigitalMedia Switcher. It provides one DM 8G+ input, with complementary HDMI pass-through and analog audio outputs. The DM 8G+ input enables the connection of a DM 8G+ transmitter, the output of another DM switcher, or an HDBaseT certified source, using a single CAT type twisted pair cable. Power over DM (PoDM) is supplied through the same connection, providing a centralized power source for PoDM compatible transmitters.</p>	
1	Crestron	\$780.00
	<p>The DMC-4K-CO-HD is an output card designed for use with any card-based Crestron DigitalMedia Switcher. It provides two independent DM 8G+ outputs, plus one HDMI output. The HDMI output carries the same signal as the first DM 8G+ output. Both DM 8G+ outputs are compatible with HDBaseT. Each DM 8G+ output enables connection to a DM 8G+ receiver, the input of another DM switcher, or an HDBaseT certified display device or receiver, using a single CAT type twisted pair cable. Power over DM (PoDM) is supplied through the same connection, providing a centralized power source for PoDM compatible receivers.</p>	
1	Crestron	\$480.00
	<p>The DMC-4K-HD is an input card designed for use with any card-based Crestron DigitalMedia Switcher. It provides one HDMI input, with complementary HDMI pass-through and analog audio outputs. A USB HID port is also provided. The HDMI input handles Full HD 1080p, Ultra HD, 2K, and 4K video signals with support for HDCP, Deep Color, 3D, and high-bitrate 7.1 audio. The HDMI input can also handle DVI and Dual-Mode DisplayPort signals using an appropriate adapter or interface cable.</p>	
1	Crestron	\$1,080.00
	<p>The DMC-4K-HDO is an output card designed for use with any card-based Crestron DigitalMedia Switcher. It provides two independent HDMI outputs with complementary balanced analog stereo audio outputs. The HDMI outputs are each capable of handling Full HD 1080p, Ultra HD, 2K, and 4K video signals. Built-in 4K/60 scaling enables devices connected to either HDMI output to handle any video resolution from NTSC 480i to 4K DCI.[1] DVI signals are also supported using HDMI-to-DVI adapters or interface cables.</p>	

* Price Includes Accessories

- | | | |
|------|---|------------|
| 1 | <p>Crestron</p> <p>Crestron® DigitalMedia 8G™ Cable (DM-CBL-8G-P) is a 350MHz-certified twisted-pair cable with overall foil shield (F/UTP) that is engineered to deliver optimum performance for use in data networking and high-definition AV signal distribution applications. It is precision manufactured and tested to significantly exceed the CAT5e specifications for bandwidth, crosstalk, and interference rejection, and is qualified for use wherever a high-quality shielded CAT5e wire is required. DigitalMedia 8G Cable provides a complete Crestron-guaranteed wiring solution for use with DigitalMedia 8G+® devices, and is also highly recommended for use with Sonnex® Multiroom Audio Systems, HDBaseT®, and other CATx based audio, video, and data distribution products.</p> | \$360.00 |
|
 | | |
| 1 | <p>Crestron</p> <p>Crestron DM Switchers provide the foundation for a complete DigitalMedia system, delivering an advanced 4K ultra high-definition AV signal routing solution that's extremely flexible and installer-friendly. The DM-MD8X8 affords ultra fast switching and pure, lossless distribution of HDMI and other signals to support all the Blu-ray Disc players, HDTV receivers, digital media servers, computers, HD cameras, and high-definition displays that fill any modern home or commercial facility. DigitalMedia thoughtfully manages all of the disparate AV signals and devices to deliver a transparent user experience, and ensure an optimum video image and audio signal at every location.</p> | \$2,580.00 |
|
 | | |
| 1 | <p>Crestron</p> <p>The DM-RMC-4K-100-C provides a simple one-box interface solution for a single display device as part of a complete Crestron DigitalMedia system. It functions as a DM 8G+ receiver and control interface, providing a single HDMI output along with Ethernet, RS-232, and IR control ports. In addition to DM 8G+, it is also compatible with HDBaseT specifications, allowing it to be connected directly to any HDBaseT compliant source. Its compact, low-profile design allows the DM-RMC-4K-100-C to be installed discreetly behind a flat panel display or above a ceiling mounted projector. It connects to the head end or source location using a single CAT5e or Crestron DM 8G cable.</p> | \$540.00 |
|
 | | |
| 1 | <p>Crestron</p> <p>The DM-RMC-4K-SCALER-C provides an advanced one-box interface solution for a single display device as part of a complete Crestron DigitalMedia system. It functions as a DM 8G+ receiver, 4K/60 video scaler, and control interface, providing a single HDMI output along with an analog audio output, plus Ethernet, RS-232, IR, and relay control ports. In addition to DM 8G+, it is also compatible with HDBaseT, allowing it to be connected directly to an HDBaseT certified source. Built-in scaling enables the connected display to handle virtually any video signal including 4K and Ultra HD! Its compact, low-profile design allows the DM-RMC-4K-SCALER-C to be installed discreetly behind a flat panel display or above a ceiling mounted projector. It connects to the head end or source location using a single CAT type twisted pair cable.</p> | \$1,080.00 |

* Price Includes Accessories

Presented By: Third Coast Tech, LLC.

Project Name: BOC Auditorium

Project No.: TCT-0132

8/22/2018

Page 6 of 8

2	Crestron	\$840.00
	<p>The DM-TX-4K-100-C-1G provides a simple, cost-effective interface solution for a single HDMI, DVI, or Dual-Mode DisplayPort source as part of a complete Crestron DigitalMedia system. It functions as a DM 8G+ transmitter and control interface, providing a single HDMI input along with RS-232 and IR control ports.[1] In addition to DM 8G+, it is also compatible with HDBaseT, allowing it to be connected directly to an HDBaseT certified receiver or display device. Its 1-gang mountable design allows the DM-TX-4K-100-C-1G to be flush mounted in a wall or presentation lectern. It can also be mounted beneath a table or attached to a suitable flat surface using the mounting bracket provided. It connects to the head end or display location using a single CAT type twisted pair cable.[2] Standard gang-box mounting allows for installation adjacent to an Ethernet jack (Crestron MP-WP183 or equivalent) for a total connectivity solution.[3]</p>	
1	TCT	\$98.00
	Quoted at \$49 as per maintenance contract	
1	TCT	\$104.00
	Estimated Shipping	
1	TCT	\$784.00
	Quoted at \$49/Hour as per service contract	
1	TCT	\$240.00
1	TCT	\$380.00
	Quoted at \$95/Hour as per Contract	

Video Distribution	Equipment Total:	\$9,404.00
	Labor Total:	\$1,262.00
	Total:	\$10,666.00
Project Equipment Subtotal:		\$32,298.94
Project Labor Subtotal:		\$6,824.00
Project Subtotal:		\$39,122.94

* Price Includes Accessories

Presented By: Third Coast Tech, LLC.

Project Name: BOC Auditorium

Project No.: TCT-0132

8/22/2018

Page 7 of 8

Project Summary

Equipment: **\$32,298.94**

Labor: **\$6,824.00**

3Year warranty: **\$1614.94**

Grand Total: **\$40,737.88**

Client:

Date

Contractor: **Third Coast Tech, LLC.**

Date



**County of Marquette
BOARD OF COMMISSIONERS**

**Courthouse Complex
Marquette, Michigan 49855
Phone: (906) 225-8151
Fax: (906) 225-8155
www.co.marquette.mi.us**

Gerald O. Corkin, *Chairman*

**Joe Derocha, *Vice-Chair*
Karen Alholm
Bill Nordeen
Johnny DePetro
Stephen Adamini**

**RESOLUTION
THE DEVELOPMENT OF AN ADDITIONAL LOCK**

WHEREAS, the Soo Locks are a vital economic contributor, not just for Michigan, but for the entire U.S. Economy as well. Currently, there are only two locks that are currently being utilized for shipping which are the Poe and MacArther. The 49-year-old Poe Lock is in need of repair and the MacArther Lock's size is not suitable for modern freighters to pass through, and;

WHEREAS, closing the Poe Lock would cause a negative economic impact of \$160 million within a 30-day span, and;

WHEREAS, a shutdown of the Locks would result in the halt of the North American automotive production within a matter of weeks, and;

WHEREAS, the Soo Locks (out of 196 locks) is ranked number one in its significance to the economy and saves approximately \$3.5 billion in costs for transportation each year, and;

WHEREAS, having the Locks closed for even six months would result in 11 million jobs being lost, and;

WHEREAS, the locks are a critical pathway to ship national resources such as iron ore and agricultural products critical to the economic vitality of the Upper Peninsula of Michigan that are exported nationally and internationally, so;

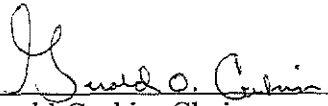
THEREFORE, building a new lock, in addition to the Poe Lock, would allow for more efficient and redundant transportation opportunities;

BE IT RESOLVED, that the Board of Commissioners of Marquette County supports the development and the funding of the twinning of the Poe Lock as soon as possible.

Yeas: Comm. DePetro, Comm. Derocha, Comm. Adamini, Comm. Nordeen, Comm. Alholm
and Chairperson Corkin

Nays: None

Absent: None


Gerald Corkin, Chairman

Date: August 21, 2018



STATE OF MICHIGAN

**Department of
Health and
Human Services**

Memo

Oakland

51111 Woodward Avenue, Suite 4A
Pontiac, MI 48342
www.michigan.gov/mdhhs

Central Administration

Tel: 248 975-4800

Fax: 248 975-4855

To: Grenae Dudley-White, Chair
Margaret Warner, Vice Chair
Sherrie Ross, Member
From: Vicki Cooley, Director *WJC*
Oakland County DHHS
Subject: DHHS Board Meeting

Date: 09/06/18

The regular meeting of the Michigan DHS Board, Oakland County will be held at **1:30 p.m. on Wednesday, September 19, 2018** at Michigan Department of Health and Human Services – Oakland County, **51111 Woodward Ave, 3rd Floor, Pontiac, Michigan.**

Agenda

1. Call to Order
2. Additions or Changes to the Agenda
3. Contracts
CT 180000001166, Orchards Children's Services
4. Approval of August 14, 2018 Minutes
5. Financial Reports for August 2018
6. Correspondence
7. Directors' Reports
8. MCSSA Information
9. Public Comment
10. Adjournment

cc: K. Forzley
J. Monte

OAKLAND COUNTY BOARD OF COMMISSIONERS

1200 NORTH TELEGRAPH ROAD, PONTIAC, MICHIGAN 48341-0470

Telephone: (248) 858-0100 FAX: (248) 858-1572

CHRISTINE LONG

Chairperson

WADE FLEMING

Vice Chairperson

MARCIA GERSHENSON

Minority Vice Chairperson

GENERAL GOVERNMENT COMMITTEE

August 27, 2018

Bob Hoffman

Eileen Kowall

Adam Kochenderfer

Nancy Quarles

Chairperson Long called the meeting of the General Government Committee to order at 9:32 a.m. in Committee Room A of the Commissioners' Auditorium Wing, County Service Center in Pontiac, Michigan.

COMMITTEE MEMBERS PRESENT:

Christine Long, Wade Fleming, Marcia Gershenson, Eileen Kowall, Nancy Quarles

COMMITTEE MEMBERS ABSENT WITH NOTICE:

Bob Hoffman, Adam Kochenderfer

OTHERS PRESENT:

HEALTH AND HUMAN SERVICES
HUMAN RESOURCES
BOARD OF COMMISSIONERS

Kathy Forzley, Director
Sara Kohn, Analyst II
David Woodward, District #19
Chris Ward, Administrative Director
Michael Andrews, Senior Analyst
Connie Sroggi, Analyst
Jami Monte, Committee Coordinator

PLEDGE OF ALLEGIANCE

Chairperson Long led the Pledge of Allegiance.

APPROVAL OF THE MINUTES

Fleming moved approval of the minutes of August 22, 2018, as printed. Supported by Gershenson.

Motion carried on a voice vote.

AGENDA

Chairperson Long amended the agenda to take up Item #2 first, in order to wait for the arrival of Commissioner Woodward as presenter for Item #1.

Fleming moved approval of the agenda, as presented. Supported by Kowall.

Motion carried on a voice vote.

PUBLIC COMMENT

Chairperson Long initiated a moment of silence in recognition of the passing of Senator John McCain, as well as for those killed and injured in the mass shooting in Jacksonville, Florida, over the weekend.

Commissioner Long and other members of the Committee wished Ms. Monte well in her new position in Information Technology, starting next month. Ms. Monte thanked the Commissioners and stated that she has enjoyed working for the Board of Commissioners.

Upon the arrival of Commissioner Woodward, Chairperson Long temporarily set aside Item #2. There were no objections.

AGENDA ITEMS

1. MR #18298 – BOARD OF COMMISSIONERS – SUPPORT MICHIGAN HOUSE BILL 5857 – STEMMING TEENAGE OPIOID PILFERING (STOP) BILL

Commissioner Woodward presented this resolution in support of Michigan House Bill 5857, which amends the Public Health Code for pharmacists to dispense a Schedule 2 controlled substance in a lockable vial. Commissioner Woodward stated that this is a bipartisan effort and that other counties across the state have endorsed this bill, as well as the Michigan Association for Local Public Health and the Michigan Fraternal Order of Police. Pilfering is identified as the act of taking small amounts of something again and again, in an attempt to go unnoticed. Pilfering is the leading cause of youth opioid abuse. This bill attempts to identify a cost-effective way to combat opioid abuse in Michigan by using a strategy to make it harder for pilfering to happen by putting combination locks on prescription drugs.

Commissioners and Ms. Forzley identified concerns with unintended consequences of making it difficult for the elderly to gain access to their own prescribed medication. Commissioner Woodward identified that there is a provision in the bill that states that the subsection requiring the controlled substance to be dispensed in a lockable vial will not apply to a patient who, because of physical or mental limitation, would have difficulty opening the vial. Discussion was held.

Gershenson moved to report to recommend approval of the attached suggested resolution. Supported by Fleming.

Motion carried unanimously on a roll call vote with Hoffman and Kochenderfer absent.

2. DEPARTMENT OF HEALTH AND HUMAN SERVICES/HEALTH DIVISION – 2018/2019 COMPREHENSIVE PLANNING, BUDGETING AND CONTRACTING (CPBC) AGREEMENT ACCEPTANCE

The Health Division is seeking acceptance of \$10,206,073 in grant monies from the Michigan Department of Health and Human Services (MDHHS) for funding through the 2018/2019 Comprehensive Planning, Budgeting and Contracting (CPBC) Agreement. This is an annual allocation from the state that pays for a significant portion of mandated and contracted services out of the Health Division. This year's amount is \$136,021 less than last year. Ms. Forzley stated that there is a significant number of amendments each year that are not always ready by the start of the grant, and she is hopeful that the Health Division will receive full funding this year.

Fleming moved to recommend approval of the attached suggested resolution. Supported by Kowall.

Motion carried unanimously on a roll call vote with Hoffman and Kochenderfer absent.

COMMUNICATIONS

A. DHHS Board Minutes – 7/17/18

Kowall moved to receive and file Communications Item A. Supported by Quarles.

Motion carried on a voice vote.

OTHER BUSINESS/ADJOURNMENT

There being no further business to come before the Committee, the meeting adjourned at 9:52 a.m.

Jami Monte, Committee Coordinator

Chris Ward, Administrative Director

NOTE: The foregoing minutes are subject to Committee approval.