

**IONIA COUNTY BOARD OF COMMISSIONERS
BOARD OF COMMISSIONERS MEETING**

**JULY 14, 2026 – 3:00 P.M.
101 WEST MAIN STREET
IONIA, MICHIGAN**

THIS MEETING WILL BE HELD IN PERSON AND TEAMS

AGENDA

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Invocation**
- IV. Approval of Agenda**
 - A. Consideration of additional items
- V. Public Comment** (Three-minute time limit per-speaker – please state name/organization)
- VI. Action on Consent Calendar**
 - A. Approve minutes of the previous meeting (s)
- VII. Unfinished Business**
- VIII. New Business**
 - A. 2025 Audit Report-Peter Woldman (Rehmann)
 - B. Request Approval of Agreement between Michigan Department of Health and Human Services and Ionia County Health Department for FY 10/01/2026-09/30/2027 – Haleigh Leslie
 - C. Request Approval of Agreement with Michigan Department of Health and Human Services (Emerging Threats) – Haleigh Leslie
 - D. Request Approval for Commission on Aging to replace oven – Carol Hanulcik
 - E. Approval of 2027 Budget Calendar – Chad Shaw
- IX. Department Reports**
 - A.
- X. Reports of Officers, Boards, and Standing Committees**
 - A. Chairperson
 - B. Board of Commissioners
 - C. County Administrator
- XI. Reports of Special or Ad Hoc Committees**
- XII. Public Comment (3-minute time limit per speaker)**

XIII. Closed Session

A. None

XIV. Adjournment

Board and/or Commission Vacancies

- **Board of Public Works**
- **Community Corrections Advisory Board-Ionia Community Mental Health Representative**
- **Construction Board of Appeals**
- **Economic Development Corporation/Brownfield Redevelopment Authority**
- **Land Bank Authority**
- **Midwest Michigan Trail Authority**
- **WMRPC Comprehensive Economic Development Strategy Committee**

Appointments for consideration in the month of June 2026:

- **NONE**

Appointments for consideration in the month of July 2026:

- **NONE**



IONIA COUNTY BOARD OF COMMISSIONERS

Terence M. Frewen, Chairman

June 23, 2026, 3:00 p.m.
Minutes

Members Present: County Commissioner David Hodges, County Commissioner Scott Wirtz, County Commissioner Phil Hesche, County Commissioner Gordon Kelley, County Commissioner Jack Shattuck, County Commissioner Terence M. Frewen

Members Absent:

Others Present: County Administrator Chad Shaw, County Clerk Greg Geiger

- I. Call to Order
Frewen called the meeting to order at 3:00 pm.
- II. Pledge of Allegiance
Frewen led the Pledge of Allegiance.
- III. Invocation
Frewen led the invocation.
- IV. Approval of Agenda
Board discussed the agenda.
Motion to Approve the Agenda
Moved by Shattuck
Motion carried by voice vote
- V. Public Comment
Heather Melchert commented on new tenure as Road Department Director.
Phil Hesche commented on Register of Deeds Tami Hewitt's transportation assistance to a local veteran.
Debbie Waite commented on the Road Department and the creation of a Road Commission.
- VI. Action on Consent Calendar
Board approved the consent calendar by unanimous consent.
- VII. Unfinished Business
No unfinished business.



IONIA COUNTY BOARD OF COMMISSIONERS

Terence M. Frewen, Chairman

VIII. New Business

Board discussed a public hearing to establish a Property Assessed Clean Energy (PACE) Program and a PACE district.

Motion to Enter Public Hearing

Moved by Shattuck

Motion carried by roll call vote

Yes — Hodges, Wirtz, Hesche, Kelley, Shattuck, Frewen

No —

Public Hearing

Ryan Wilson provided overview of PACE Program. Representative of

Lean and Green Michigan provided overview of PACE Program.

Representatives of Blough Incorporated discussed need for program.

Board posed questions and comments to the proponents of program.

Judith Clark, Sharon Rohrabacher, Sandy Smiley, Michelle Hoppes,

Dennis Pepper, Tim Ross, Sandra Thelen, Sheri Lynn, Mike Rohrabacher

Phil Hesche spoke in opposition to the program.

Motion to Exit Public Hearing

Moved by Kelley

Motion carried by voice vote

Board discussed a resolution to establish a Property Assessed Clean Energy (PACE) Program and PACE district. Ryan Wilson presented the resolution and recommended approval.

Motion to Adopt the Resolution to Establish a Property Assessed Clean Energy Program and PACE District

Moved by Hodges

Amendment to Motion to Modify Resolution to Require an Opt-In for local municipalities, require the Board of Commissioners to approve all projects and require notification to the local municipalities

Moved by Frewen

Amendment defeated by voice vote

Motion defeated by roll call vote

Yes —

No — Hodges, Wirtz, Hesche, Kelley, Shattuck, Frewen



IONIA COUNTY BOARD OF COMMISSIONERS

Terence M. Frewen, Chairman

Board discussed a presentation and resolution related to an agreement with Opterra Energy Services. Kelley and Maintenance Director Scott DeRuisher presented the resolution and recommended approval.

Motion to Approve Resolution the Opterra Resolution

Moved by Kelley

Motion carried by roll call vote

Yes — Hodges, Wirtz, Kelley, Shattuck, Frewen

No — Hesche

Board discussed a request to approve and award funds from the Opioid Settlement. County Administrator Chad Shaw presented the request and recommended approval.

Motion to Approve the Award of Opioid Settlement Funds

Moved by Shattuck

Motion carried by voice vote

IX. Department Reports

Board received report from the Community Mental Health Department.

X. Reports of Officers, Boards, and Standing Committees

Frewen commented on committee meetings, township meetings and road department funding.

Kelley commented on committee meetings and employee relations.

Hodges commented on committee meetings.

Shaw commented on Veteran Service office, new road department director, county picnic, school district visits, upcoming budget preparations and union negotiations.

XI. Reports of Special or Ad Hoc Committees

No reports of special or ad hoc committees.

XII. Public Comment

Judith Clark commented on the Juneteenth Holiday and employee positions.

Sandra Thelen thanked the Board for their service.

XIII. Closed Session

No Closed Session



IONIA COUNTY BOARD OF COMMISSIONERS

Terence M. Frewen, Chairman

XIV. Adjournment

Board discussed adjournment.

Motion to Adjourn

Moved by Hodges

Motion carried by voice vote

Terence M. Frewen, Chairman

Greg Geiger, County Clerk

**IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR DISCUSSION/ACTION**

**Agreement with Michigan Department of Health and Human Services
July 14, 2026**

CONTACT:

Haleigh Leslie, *Health Officer*

DESCRIPTION:

Agreement between Michigan Department of Health and Human Services and Ionia County Health Department for FY 10/01/2026 – 09/30/2027

OTHER DEPARTMENTS/AGENCIES AFFECTED:

N/A

FINANCIAL ANALYSIS:

\$1,620,118 total grant funding. See attached allocation amount tables.

LEGAL REVIEW:

N/A

DEADLINE:

N/A

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

1. *Request approval of the Agreement between Michigan Department of Health and Human Services FY 26/27 and Ionia County Board of Commissioners on behalf of Ionia County Health Department and authorize the signature of Haleigh Leslie, Health Officer.*

**Note: The State has electronic contracting software which sends the filled in version of the contract after it has been reviewed by Michigan Department of Health and Human Services (MDHHS) staff. This is a draft contract for your review.*

ADMINISTRATOR'S RECOMMENDATION:

Administrator Recommends Approval of this request.

Agreement #:

Agreement Between
Services
hereinafter referred to as the "Department"
and
on Behalf of Health Department
Ionia County Health Department
100 Main ST
Ionia MI 48846 1651
Federal I.D.#: 38-6004857, Unique Entity Identifier: VVZDLA7H4EC5
hereinafter referred to as the "Grantee"
for
The Delivery of Public Health Services under
the Local Health Department Agreement

Part 1

1. Purpose

This Agreement is entered into for the purpose of setting forth a joint and cooperative Grantee/Department relationship and basis for facilitating the delivery of public health services to the citizens of Michigan under their jurisdiction, as described in the attached Annual Budget, established Minimum Program Requirements, and all other applicable federal, state and local laws and regulations pertaining to the Grantee and the Department. Public health services to be delivered under this Agreement include Essential Local Public Health Services (ELPHS) and Categorical Programs as specified in the attachments to this Agreement.

2. Period of Agreement

This Agreement will commence on the date of the Grantee's signature or October 1, 2026, whichever is later, and continue through September 30, 2027. No activity will be performed and no costs to the state will be incurred prior to October 1, 2026 or the effective date of the agreement, whichever is later. Throughout the Agreement, the date of the Grantee's signature or October 1, 2026, whichever is later, will be referred to as the start date. This Agreement is in full force and effect for the period specified.

3. Program Budget and Agreement Amount

A. Agreement Amount

In accordance with Attachment IV - Funding/Reimbursement Matrix, the total State budget and amount committed for this period for the program elements covered by this Agreement is \$0.00.

B. Equipment Purchases and Title

Any Grantee equipment purchases supported in whole or in part through this Agreement must be listed in the supporting Equipment Inventory Schedule which should be attached to the Final Financial Status Report. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$10,000 or more per unit. Title to items having a unit acquisition cost of less than \$10,000 will vest with the Grantee upon acquisition. The Department reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of \$10,000 or more, to the extent that the Department's proportionate interest in such equipment supports such retention or transfer of title.

C. Budget Transfers and Adjustments

1. Transfers between categories within any program element budget supported in whole or in part by state/federal categorical sources of funding will be limited to increases in an expenditure budget category by \$10,000 or 15% whichever is greater. This transfer authority does not authorize purchase of additional equipment items or new subcontracts with state/federal categorical funds without prior written approval of the Department.
2. Except as otherwise provided, any transfers or adjustments involving state/federal categorical funds, other than those covered by C.1, including any related adjustment to the total state amount of the budget, must be made in writing through a formal amendment executed by all parties to this Agreement in accordance with Section IX. A. of Part 2.
3. The C.1 and C.2 provisions authorizing transfers or changes in local funds apply also to the Family Planning program, provided statewide local maintenance of effort is not diminished in total. Any statewide diminishing of total local effort for family planning and/or any related funding penalty experienced by the Department will be recovered proportionately from each local Grantee that, during the course of the Agreement period, chose to reduce or transfer local funds from the Family Planning program.

4. Agreement Attachments

- A. The following documents are attachments to this Agreement Part 1 and Part 2 - General Provisions, which are part of this Agreement:
 1. Attachment I - Annual Budget
 2. Attachment III - Program Specific Assurances and Requirements
 3. Attachment IV - Funding/Reimbursement Matrix

5. Statement of Work

The Grantee agrees to undertake, perform and complete the activities described in Attachment III - Program Specific Assurances and Requirements and the other applicable attachments to this Agreement which are part of this Agreement.

6. Financial Requirements

The financial requirements must be followed as described in Part 2 and Attachment I - Annual Budget and Attachment IV - Funding/Reimbursement Matrix, which are part of this Agreement.

7. Performance/Progress Report Requirements

The progress reporting methods, as applicable, must be followed as described in part 2 and Attachment III, Program Specific Assurances and Requirements, which are part of this Agreement.

8. General Provisions

The Grantee agrees to comply with the General Provisions outlined in Part 2, which is part of this Agreement.

9. Administration of the Agreement

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

Name: Anita Miko
 Title: Department Analyst
 E-Mail Address: mikoa@michigan.gov

Grantee's Financial Contact for the Agreement

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

Name	Title
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E-Mail Address	Telephone No.
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10. Special Conditions

- A. This Agreement is valid upon approval and execution by the Department which may be contingent upon approval by the State Administrative Board and signature by the Grantee.
- B. This Agreement is conditionally approved subject to and contingent upon availability of funding and other applicable conditions.
- C. The funding provided by the Department under this Agreement is in exchange for all of the duties and restrictions placed on the Grantee through this agreement.
- D. Based on the availability of funding, the Department may specify the amount of funding the Grantee may expend during a specific time period within the Agreement Period.
- E. The Department has the option to assume no responsibility or liability for costs incurred by the Grantee prior to the start date of this Agreement.
- F. The Grantee is required by MCL 18.1101 *et seq* to receive payments by electronic funds transfer.

11. Special Certification

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

12. Signature Section**For Ionia County Health Department**

 Name

 Title
For the Michigan Department of Health and Human Services

Terri Smith

06/19/2026

 Terri Smith, Director

 Date

Bureau of Grants and Purchasing

Part 2

General Provisions

I. Responsibilities - Grantee

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

A. Publication Rights

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

B. Fees

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

C. Grant Program Operation

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

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

D. Reporting

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

E. Record Maintenance/Retention

Maintain adequate program and fiscal records and files, including source documentation, to support program activities and all expenditures made under the terms of this Agreement, as required. The Grantee must assure that all terms of the Agreement will be appropriately adhered to and that records and detailed documentation for the grant project or grant program identified in this Agreement will be maintained for a period of not less than four (4) years from the date of termination, the date of submission of the final expenditure report or until litigation and audit findings have been resolved. The retention schedule may be modified if required. This section applies to the Grantee, any parent, affiliate, or subsidiary organization of the Grantee and any subcontractor that performs activities in connection with this Agreement.

F. Authorized Access

1. Permit within 10 calendar days of providing notification and at reasonable times, access by authorized representatives of the Department, federal grantor agency, Inspectors General, Comptroller

General of the United States and State Auditor General, or any of their duly authorized representatives, to records, papers, files, documentation and personnel related to this Agreement, to the extent authorized by applicable state or federal law, rule or regulation.

2. Acknowledge the rights of access in this section are not limited to the required retention period. The rights of access will last as long as the records are retained.
3. Cooperate and provide reasonable assistance to authorized representatives of the Department when those individuals request access to the Grantee's grant records. This includes requests to obtain records and provide information regarding those records.

G. Audits

1. Single Audit

The Grantee must submit to the Department a Single Audit consistent with the regulations set forth in Title 2 Code of Federal Regulations (CFR) Part 200, Subpart F. The Single Audit reporting package must include all components described in Title 2 CFR, Section 200.512 (c) including a Corrective Action Plan, and management letter (if one is issued) with a response to the Department.

The Grantee must assure that the Schedule of Expenditures of Federal Awards includes expenditures for all federally-funded grants.

2. Other Audits

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

3. Due Date and Where to Send

The required audit and any other required submissions (i.e., corrective action plan, and management letter with a corrective action plan), and/or Audit Exemption Notice must be submitted to the Department within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the Grantee's fiscal year by e-mail to MDHHS-AuditReports@michigan.gov. Single Audit reports must be submitted simultaneously to the Department and Federal Audit Clearinghouse, in accordance with 2 CFR 200.512(a). The required submissions must be assembled in PDF files and compatible with Adobe Acrobat (read only). The subject line must state the agency name and fiscal year end. The Department reserves the right to request a hard copy of the audit materials if for any reason the electronic submission process is not successful.

4. Penalty

a. Delinquent Single Audit or Financial Related Audit

If the Grantee does not submit the required Single Audit or

Financial Related Audit, including any management letter and applicable corrective action plan(s), within nine months after the end of the Grantee's fiscal year, the Department may withhold from any payment from the Department to the Grantee an amount equal to five percent of the audit year's grant funding (not to exceed \$200,000) until the required filing is received by the Department. The Department may retain the amount withheld if the Grantee is more than 120 days delinquent in meeting the filing requirements. The Department may terminate any current grant agreements if the Grantee is more than 180 days delinquent in meeting the filing requirements.

b. Delinquent Audit Exemption Notice

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

H. Subrecipient/Contractor Monitoring

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

The subrecipient monitoring plan should include a risk-based assessment to determine the level of oversight and monitoring activities, such as reviewing financial and performance reports, performing site visits and maintaining regular contact with subrecipients.

3. Establish requirements to ensure compliance for for-profit subrecipients as required by 2 CFR 200.501(h), as applicable.
4. Ensure that transactions with subrecipients/contractors comply with laws, regulations and provisions of contracts or grant agreements.

I. Notification of Modifications

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

J. Software Compliance

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

K. Human Subjects

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

L. Mandatory Disclosures

1. Disclose to the Department in writing within 14 days, or sooner if circumstances warrant, of receiving notice of any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") involving Grantee, a subcontractor or an officer or director of Grantee or subcontractor that arises during the term of this Agreement including:
 - a. All violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the Agreement;
 - b. A criminal Proceeding;
 - c. A parole or probation Proceeding;
 - d. A Proceeding under the Sarbanes-Oxley Act;
 - e. A civil Proceeding involving:
 1. A claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or
 2. A governmental or public entity's claim or written allegation of fraud; or
 3. Any complaint filed in a legal or administrative proceeding alleging the Grantee or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Agreement; or
 - f. A Proceeding involving any license that Grantee is required to possess to perform under this Agreement.
 - g. Any criminal activity that occurs by an employee, agent, or subcontractor of Grantee while conducting activities pursuant to this Agreement.
2. Notify the Department, at least 90 calendar days before the effective date, of a change in Grantee's ownership or executive management.

M. Minimum Program Requirements

Comply with Minimum Program Requirements established in accordance with Section 2472.3 of 1978 PA 368 as amended, MCL 333.2472 (3), MSA 14.15 (2472.3), for each applicable program element funded under this Agreement.

N. Annual Budget and Plan Submission

Submit an Annual Budget and Plan request to the Department, in accordance with instructions established by the Department, to serve as the basis for completion of specific details for Attachments I, III, and IV of this Agreement via Grantee/Department negotiated amendment(s). Failure to submit a complete Annual Budget and Plan by the due date through EGrAMS will result

in the deferral of Department payments until these documents are submitted.

O. Maintenance of Effort

Comply with maintenance of effort requirements for Essential Local Public Health Services (ELPHS), as defined in the current Department appropriation act, and Family Planning in accordance with federal requirements, except as noted in Section 3.C.3 of Part I.

P. Accreditation

1. Comply with the local public health accreditation standards and follow the accreditation process and schedule established by the Department to achieve full accreditation status.
 - a. Failure to meet all accreditation requirements or implement corrective plans of action within the prescribed time period will result in the status of "Not Accredited." Grantees designated as "Not Accredited" may have their Department allocations reduced for costs incurred in the assurance of service delivery.
 - b. Submit a written request for inquiry to the Department should the Grantee disagree with on-site review findings or their accreditation status. The request must identify the disagreement and resolution sought. The inquiry participants will be comprised of Grantee staff, Department staff, the Accreditation Commission Chair, and the Accreditation Coordinator as needed. Participants will clarify facts, verify information and seek resolution.
2. Consent Agreements/Administrative Compliance Orders/Administrative Hearings for "Not Accredited" Grantees:
 - a. If designated as "Not Accredited", the Grantee will receive a Consent Agreement Package from the Department. Grantees and their local governing entities will be given 75 days to review the package, meet with the Department, and sign and return the Consent Agreement.
 - b. Fulfillment of the terms and conditions of the Consent Agreement will not affect accreditation status, but impacts the Grantees' ability to fulfill its contractual obligations under the Local Health Department Grant Agreement. Grantees designated as "Not Accredited", will retain this designation until the subsequent accreditation cycle.
 - c. Failure to fulfill the terms and conditions of the Consent Agreement within the prescribed time period will result in the issuance of an Administrative Compliance Order by the Department.
 - d. Within 60 working days after receipt of an Administrative

Compliance Order and proposed compliance period, a local governing entity may petition the Department for an administrative hearing. If the local governing entity does not petition the Department for a hearing within 60 days after receipt of an Administrative Compliance Order, the order and proposed compliance date will be final. After a hearing, the Department may reaffirm, modify, or revoke the order or modify the time permitted for compliance.

- e. If the local governing entity fails to correct a deficiency for which a final order has been issued within the period permitted for compliance, the Department may petition the appropriate circuit court for a writ of mandamus to compel correction.

Q. Medicaid Outreach Activities Reimbursement

Report allowable costs and request reimbursement for the Medicaid Outreach activities it provides in accordance with 2 CFR, Part 200 and the requirements in Medicaid Bulletin number: MSA 05-29.

Submit a Cost Allocation Plan Certification to the Department to bill for the Medicaid Outreach Activities. The Cost Allocation Plan Certification is valid until a change is made to the cost allocation plan or the Department determines it is invalid.

Submit quarterly FSRs for the Medicaid Outreach activities and an annual FSR for the Children with Special Health Care Services Medicaid Outreach activities in accordance with the instructions contained in Attachment I. In accordance with the Medicaid Bulletin, MSA 05-29, agree to target Medicaid outreach effort toward Department established priorities. For fiscal year 2026, the Department priorities are: lead testing, outreach and enrollment for the Family Planning waiver, and outreach for pregnant women, mothers and infants for the Maternal and Infant Health Program. The Grantee will submit a report using the MDHHS Local Health Department Medicaid Outreach form describing their outreach activities targeting the priorities 30 days after the end of a fiscal year quarter and at the same time as the final FSR is due to the Department. The Local Health Department Medicaid Outreach reports are to be sent through EGrAMS as an attachment report to the Financial Status Report.

R. Conflict of Interest and Code of Conduct Standards

1. Be subject to the provisions of MCL 15.321 *et seq*, as amended, MCL Act 15.341 *et seq*, as amended, and 2 CFR 200.318 (c)(1) and (2).
2. Uphold high ethical standards and be prohibited from the following:
 - a. Holding or acquiring an interest that would conflict with this Agreement;
 - b. Doing anything that creates an appearance of impropriety with

- respect to the award or performance of this Agreement;
 - c. Attempting to influence or appearing to influence any state employee by the direct or indirect offer of anything of value; or
 - d. Paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of this Agreement.
3. Immediately notify the Department of any violation or potential violation of these standards. This section applies to Grantee, any parent, affiliate or subsidiary organization of Grantee, and any subcontractor that performs activities in connection with this Agreement.

S. Travel Costs

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

T. Federal Funding Accountability and Transparency Act (FFATA)

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

U. Insurance Requirements

1. Maintain at least a minimum of the insurances or governmental self-insurances listed below and be responsible for all deductibles. All required insurance or self-insurance must:
 - a. Protect the state of Michigan from claims that may arise out of, are alleged to arise out of, or result from Grantee's or a subcontractor's performance;
 - b. Be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the state; and
 - c. Be provided by a company with an A.M. Best rating of "A-" or better and a financial size of VII or better or governmental self-insurance.
2. Insurance Types
 - a. Commercial General Liability Insurance or Governmental Self-Insurance: Except for Governmental Self-Insurance, policies must be endorsed to add "the state of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 12 19 and CG 20 37 12 19.
If the Grantee will interact with children, schools, or the cognitively impaired, the Grantee must maintain appropriate insurance coverage related to sexual abuse and molestation liability.
 - b. Workers' Compensation Insurance or Governmental Self-Insurance: Coverage according to applicable laws governing work activities. Policies must include waiver of subrogation, except where waiver is prohibited by law.
 - c. Employers Liability Insurance or Governmental Self-Insurance.
 - d. Privacy and Security Liability (Cyber Liability) Insurance: cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
3. Require that subcontractors maintain the required insurances contained in this Section.
4. This Section is not intended to be construed in any manner as waiving, restricting, or limiting the liability of the Grantee from any obligations under this Agreement.
5. Grantee must promptly notify the Department of any knowledge regarding an occurrence which the Grantee reasonably believes may result in a claim against the Department. The Grantee must cooperate

with the Department regarding such claim.

V. Fiscal Questionnaire

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

W. Criminal Background Check

1. Conduct or cause to be conducted a search that reveals information similar or substantially similar to information found on an Internet Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with clients or has access to client information.
 - a. ICHAT: Home Page - ICHAT Menu (michigan.gov)
 - b. Michigan Public Sex Offender Registry:
<http://www.mipsor.state.mi.us>
 - c. National Sex Offender Registry: <http://www.nsopw.gov>
2. Conduct or cause to be conducted a Central Registry (CR) check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with children.
 - a. Central Registry: https://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330-180331--,00.html
3. Require each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Agreement, works directly with clients or who has access to client information to notify the Grantee in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator, at hire or within 10 days of the event after hiring.
4. Determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with clients or accessing client information related to clients under this Agreement, based on the results of a positive ICHAT response or reported criminal felony conviction or perpetrator identification.
5. Determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with children under this Agreement, based on the results of a positive CR response or reported perpetrator identification.
6. Require any employee, subcontractor, subcontractor employee, or volunteer who may have access to any databases of information

maintained by the federal government that contain confidential or personal information, including but not limited to federal tax information, to have a fingerprint background check performed.

X. Real Property Acquisition

1. Real property means land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and equipment.
2. Adhere to the following if property acquisition is supported in whole or in part through this Agreement:
 - a. The property will be used to support the expansion of the services identified through this Agreement.
 - b. The property shall not be conveyed, transferred, or leased, either wholly or partially, whether in fee, by easement, or otherwise, for a period of seven years, unless the Department provides written approval and consent
 - c. These restrictions must be recorded with the Warranty Deed and a copy must be provided to the Department.
 - d. The above property acquisition requirements are continuing obligations that survive the termination or expiration of the Agreement.

II. Responsibilities - Department

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

A. Reimbursement

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

B. Report Forms

Provide any report forms and reporting formats required by the Department at the start date of this Agreement and provide to the Grantee any new report forms and reporting formats proposed for issuance thereafter at least 90 days prior to their required usage in order to afford the Grantee an opportunity to review.

C. Notification of Modifications

Notify the Grantee in writing of modifications to federal or state laws, rules and regulations affecting this Agreement.

D. Identification of Laws

Identify for the Grantee relevant laws, rules, regulations, policies, procedures, guidelines and state and federal manuals, and provide the Grantee with copies of these documents to the extent they are not otherwise available to the

Grantee.

E. Modification of Funding

Notify the Grantee in writing within 30 calendar days of becoming aware of the need for any modifications in Agreement funding commitments made necessary by action of the federal government, the governor, the legislature or the Department of Technology Management and Budget on behalf of the governor or the legislature. Implementation of the modifications will be determined jointly by the Grantee and the Department.

F. Monitor Compliance

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

G. Technical Assistance

Make technical assistance available to the Grantee for the implementation of this Agreement.

H. Accreditation

Adhere to the accreditation requirements including the process for “Not Accredited” Grantees. The process includes developing and monitoring consent agreements, issuing and monitoring administrative compliance orders, participating in administrative hearings and petitioning appropriate circuit courts.

I. Medicaid Outreach Activities Reimbursement

Agrees to reimburse the Grantee for all allowable Medicaid Outreach activities that meet the standards of the Medicaid Bulletin: MSA 05-29 including the cost allocation plan certification and that are billed in accordance with the requirements in Attachment I.

In accordance with the Medicaid Bulletin, MSA 05-29, the Department will identify each fiscal year the Medicaid Outreach priorities and establish a reporting requirement for the Grantee.

III. Assurances

The Grantee gives the following assurances the Department:

A. Compliance with Applicable Laws

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

this Agreement under Part 2, Section V.

B. Anti-Lobbying Act

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

C. Non-Discrimination

1. The Grantee must comply with the Department's non-discrimination statement: "The Michigan Department of Health and Human Services does not discriminate against any individual or group on the basis of race, national origin, color, sex, disability, religion, age, height, weight, familial status, partisan considerations, or genetic information. Sex-based discrimination includes, but is not limited to, discrimination based on sexual orientation, gender identity, gender expression, sex characteristics, and pregnancy"
2. The Grantee further agrees that every subcontract entered into for the performance of any contract or purchase order resulting therefrom, will contain a provision requiring non-discrimination in employment, activity delivery and access, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act (MCL 37.2101 *et seq.*) and the Persons with Disabilities Civil Rights Act MCL 37.1101 *et seq.*), and any breach thereof may be regarded as a material breach of this Agreement.
3. The Grantee will comply with all federal statutes relating to nondiscrimination. These include but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination based on race, color or national origin;
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, 1685-1686), which prohibits discrimination based on sex;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination based on disabilities;
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination based on age;

- e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination based on drug abuse;
 - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination based on alcohol abuse or alcoholism;
 - g. Sections 523 and 527 of the Public Health Service Act of 1944 (42 U.S.C. 290dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - h. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and,
 - i. The requirements of any other nondiscrimination statute(s) which may apply to the application.
4. Additionally, assurance is given to the Department that proactive efforts will be made to identify and encourage the participation of minority-owned and women-owned businesses, and businesses owned by persons with disabilities in contract solicitations. The Grantee must include language in all contracts awarded under this Agreement which (1) prohibits discrimination against minority-owned and women-owned businesses and businesses owned by persons with disabilities in subcontracting; and (2) makes discrimination a material breach of contract.

D. Debarment and Suspension

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

- 1. Are presently not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;
- 2. Have not within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) or private transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the

offenses enumerated in section 2;

4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default; and
5. Have not committed an act of so serious or compelling a nature that it affects the Grantee's present responsibilities.

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E. Pro-Children Act

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

F. Hatch Act and Intergovernmental Personnel Act

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

G. Employee Whistleblower Protections

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

H. Clean Air Act and Federal Water Pollution Control Act

The Grantee will comply with the Clean Air Act (42 U.S.C. 7401-7671(q)) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1388), as amended.

This Agreement and anyone working on this Agreement will be subject to the Clean Air Act and Federal Water Pollution Control Act and must comply with all applicable standards, orders or regulations issued pursuant to these Acts. Violations must be reported to the Department.

I. Victims of Trafficking and Violence Protection Act

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

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

J. Procurement of Recovered Materials

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

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

K. Subcontracts

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

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

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

- a. Contains additional non-conflicting provisions not set forth in this Agreement;
 - b. Restates provisions of this Agreement to afford the Grantee the same or substantially the same rights and privileges as the Department; or
 - c. Requires the subcontractor to perform duties and services in less time than that afforded the Grantee in this Agreement.
3. That the subcontract does not affect the Grantee's accountability to the Department for the subcontracted activity.

4. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and services.
5. That the Grantee will submit a copy of the executed subcontract if requested by the Department.
6. That subcontracts in support of programs or elements utilizing funds provided by the Department, the State of Michigan or the federal government in excess of \$10,000 must contain provisions or conditions that will:
 - a. Allow the Grantee or Department to seek administrative, contractual or legal remedies in instances in which the subcontractor violates or breaches contract terms, and provide for such remedial action as may be appropriate.
 - b. Provide for termination by the Grantee, including the manner by which termination will be effected and the basis for settlement.
7. That all subcontracts in support of programs or elements utilizing funds provided by the Department, the State of Michigan or the federal government of amounts in excess of \$100,000 must contain a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970 (42 USC 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).
8. That all subcontracts and subgrants in support of programs or elements utilizing funds provided by the Department, the State of Michigan or the federal government in excess of \$2,000 for construction or repair, awarded by the Grantee must include a provision:
 - a. For compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3).
 - b. For compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5) (if required by Federal Program Legislation).
 - c. For compliance with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5). This provision also applies to all other contracts in excess of \$2,500 that involve the employment of mechanics or laborers.

L. Procurement

1. Grantee will ensure that all purchase transactions, whether negotiated

or advertised, are conducted openly and competitively in accordance with the principles and requirements of 2 CFR 200.

2. The funds must not be used for the purchase of foreign goods or services, or both, if competitively priced and of comparable quality American goods or services, or both, are available
3. Preference must be given to goods and services manufactured or provided by Michigan businesses, if they are competitively priced and of comparable quality.
4. Preference must be given to goods and services that are manufactured or provided by Michigan businesses owned and operated by veterans, if they are competitively priced and of comparable quality.
5. Records must be sufficient to document the significant history of all purchases and must be maintained for a minimum of four (4) years after the end of the Agreement period.

M. Health Insurance Portability and Accountability Act

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

1. The Grantee must not share any protected health information provided by the Department that is covered by HIPAA except as permitted or required by applicable law, or to a subcontractor as appropriate under this Agreement.
2. The Grantee will ensure that any subcontractor will have the same obligations as the Grantee not to share any protected health data and information from the Department that falls under HIPAA requirements in the terms and conditions of the subcontract.
3. The Grantee must only use the protected health data and information for the purposes of this Agreement.
4. The Grantee must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Grantee's employees.
5. The Grantee must have a policy and procedure to immediately report to the Department any suspected or confirmed unauthorized use or disclosure of protected health information that falls under the HIPAA requirements of which the Grantee becomes aware. The Grantee will work with the Department to mitigate the breach and will provide assurances to the Department of corrective actions to prevent further

unauthorized uses or disclosures. The Department may demand specific corrective actions and assurances and the Grantee must provide the same to the Department.

6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Part 2, Section V.
7. In accordance with HIPAA requirements, the Grantee is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information, including without limitation the Department's costs in responding to a breach, received by the Grantee from the Department or any other source.
8. The Grantee will enter into a business associate agreement should the Department determine such an agreement is required under HIPAA.

N. Home Health Services

If the Grantee provides Home Health Services (as defined in Medicare Part B), the following requirements apply:

1. The Grantee must not use State ELPHS or categorical grant funds provided under this Agreement to unfairly compete for home health services available from private providers of the same type of services in the Grantee's service area.
2. For purposes of this Agreement, the term "unfair competition" will be defined as offering of home health services at fees substantially less than those generally charged by private providers of the same type of services in the Grantee's area, except as allowed under Medicare customary charge regulations involving sliding fee scale discounts for low-income clients based upon their ability to pay.
3. If the Department finds that the Grantee is not in compliance with its assurance not to use state ELPHS and categorical grant funds to unfairly compete, the Department will follow the procedure required for failure by local health departments to adequately provide required services set forth in Sections 2497 and 2498 of 1978 PA 368 as amended (Public Health Code), MCL 333.2497 and 2498, MSA 14.15 (2497) and (2498).

O. Website Incorporation

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

approval of the Department.

P. Survival

The provisions of this Agreement, including all attachments and addendums, that impose continuing obligations will survive the expiration or termination of this Agreement.

Q. Non-Disclosure of Confidential Information

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

2. Meaning of Confidential Information

Within this Agreement the term “confidential information” means all information and documentation that:

- a. Has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party;
- b. If disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning;
- c. Should reasonably be recognized as confidential information of the disclosing party;
- d. Is unpublished or not available to the general public; or
- e. Is designated by law as confidential.

3. The term “confidential information” does not include any information or documentation that was:

- a. Subject to disclosure under the Michigan Freedom of Information Act (FOIA);
- b. Already in the possession of the receiving party without an obligation of confidentiality;
- c. Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights;
- d. Obtained from a source other than the disclosing party without

- an obligation of confidentiality; or
- e. Publicly available when received or thereafter became publicly available (other than through an unauthorized disclosure by, through or on behalf of, the receiving party).
- 4. The Grantee must notify the Department within one business day after discovering any unauthorized use or disclosure of confidential information. The Grantee will cooperate with the Department in every way possible to regain possession of the confidential information and prevent further unauthorized use or disclosure.

R. Cap on Salaries

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

IV. Financial Requirements

A. Operating Advance

Under the pre-payment reimbursement method, no additional operating advances will be issued.

B. Payment Method

1. Prepayments

- a. The Department will make monthly prepayments equal to 1/12th of the Agreement amount for each non-fee-for-service program contained in Attachment IV of this Agreement. The first monthly prepayment amount will be issued within 5 business days from the date the agreement is executed or the effective date of the agreement, whichever is later. Subsequent monthly prepayments will be issued during the first 5 business days of each month. The Grantee can view their monthly prepayment within the EGrAMS system.
- b. Prepayments for the months of October thru January will be based upon the initial Agreement amounts in Attachment IV. Subsequent monthly prepayments may be adjusted based upon Agreement amendments or Grantee adjustment requests.
- c. If the sum of the prepayments does not equal at least 90% of the Grantee's expenditures for a quarter of the contract period, the Grantee may submit documentation for an adjustment to the

monthly prepayment amount via the following process:

- i. Submit a written request for the adjustment to the Department's Accounting Expenditure Operations Division.
- ii. The adjustment request must be itemized by program and must list the amount received from the Department, the expenditure amount reported per the quarterly Financial Status Report (FSR), and the difference. The amount received from the Department and the expenditures must be for the same reporting quarterly FSR period.
- iii. The Department will review the requests and if an adjustment is approved, it will be included in the next scheduled monthly prepayment.
- iv. Adjustment requests will not be accepted prior to submission of the FSR for the quarter ending December 31. No adjustments will be made prior to the February monthly prepayment.
- v. The ability of the Department to approve adjustments may be limited by the quarterly allotments of spending authority in the Department's appropriation account mandated by the Office of the State Budget Director. The quarterly allotment limits the amount of each account (program) that the Department may expend during each fiscal quarter.

2. Fixed Fee Reimbursement

- a. Quarterly reimbursement for fixed fee projects is based on Attachment IV and approved quarterly Financial Status Reports.

C. Financial Status Report Submission

1. The Grantee must electronically prepare and submit FSRs to the Department via the EGrAMS website (<http://egrams-mi.com/mdhhs>). A Financial Status Report (FSR) must be submitted on a quarterly basis no later than 30 days after the close of the calendar quarter for all programs listed on Attachment IV and fee for services project budgeted. Failure to meet financial reporting responsibilities as identified in this Agreement may result in withholding future payments.
2. FSR's must report total actual program expenditures regardless of the source of funds. The Department will reimburse the Grantee for expenditures in accordance with the terms and conditions of this Agreement. Failure to comply with the reporting due dates will result in the deferral of the Grantee's monthly prepayment.
3. The Grantee representative who submits the FSR is certifying to the best of their knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements, and cash receipts are

for the purposes and objectives set forth in the terms and conditions of this Agreement. The individual submitting the FSR should be aware that any false, fictitious, or fraudulent information, or the omission of any material facts, may subject them to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

4. The instructions for completing the FSR form are available on the website <http://egram-mi.com/dch>. Send FSR questions to FSRMDHHS@michigan.gov.

D. Reimbursement Method

The Grantee will be reimbursed in accordance with the reimbursement methods for applicable program elements described as follows:

1. Performance Reimbursement - A reimbursement method by which Grantees are reimbursed based upon the understanding that a certain level of performance (measured by outputs) must be met in order to receive full reimbursement of costs (net of program income and other earmarked sources) up to the contracted amount of state funds. Any local funds used to support program elements operated under such provisions of this Agreement may be transferred by the Grantee within, among, to or from the affected elements without Department approval, subject to applicable provisions of Sections 3.B. and 3.C.3 of Part 1. If Grantee's performance falls short of the expectation by a factor greater than the allowed minimum performance percentage, the state maximum allocation will be reduced equivalent to actual performance in relation to the minimum performance.
2. Actual Cost Reimbursement - A reimbursement method by which Grantees are reimbursed based upon the understanding that state dollars will be paid up to total costs in relation to the state's share of the total costs and up to the total state allocation as agreed to in the approved budget. This reimbursement approach is not directly dependent upon whether a specified level of performance is met by the local health department. Department funding under this reimbursement method is allocable as a source before any local funding requirement unless a specific local match condition exists.
3. Fixed Unit Rate Reimbursement - A reimbursement method by which Grantee is reimbursed a specific amount for each output actually delivered and reported.
4. Essential Local Public Health Services (ELPHS) - A reimbursement method by which Grantees are reimbursed a share of reasonable and allowable costs incurred for required services, as noted in the current Appropriations Act.

E. Reimbursement Mechanism

All Grantees must sign up through the on-line vendor registration process to receive all State of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits. Vendor registration information is available through the Department of Technology, Management and Budget's web site: <http://www.michigan.gov/sigmavss>

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F. Unobligated Funds

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

G. Final Obligation Reporting Requirements

An Obligation Report, based on annual guidelines, must be submitted by the due date using the format provided by the Department through EGrAMS. The Grantee must provide, by program, an estimate of total expenditures for the entire Agreement period (October 1 through September 30). This report must represent the Grantee's best estimate of total program expenditures for the Agreement period. The information on the report will be used to record the Department's year-end accounts payables and receivables by program for this Agreement. The report assists the Department in reserving sufficient funding to reimburse the final expenditures that will be reported on the Final FSR without materially overstating or understating the year-end obligations for this Agreement. The Department compares the total estimated expenditures from this report to the total amount reimbursed to the Grantee in the monthly prepayments and quarterly fee-for-service payments to establish accounts payable and accounts receivable entries at fiscal year-end. The Department recognizes that based upon payment adjustments and timing of Agreement amendments, the Grantee may owe the Department funding for overpayment of a program and may be due funds from the Department for underpayment of a program at fiscal year-end.

Within 60 days after the Agreement fiscal year-end, the Grantee must liquidate any unpaid year-end commitments and obligations. Any obligation remaining unliquidated after 60 days from the end of the Agreement period will revert to the Department for disposition in accordance with applicable state and/or federal requirements, except as specifically authorized in writing by the Department.

H. Final Financial Status Reporting Requirements

Final FSRs are due 60 days following the end of the Agreement period. The final FSR must be clearly marked "Final".

Upon receipt of the final FSR electronically through EGrAMS, the Department will determine by program, if funds are owed to the Grantee or if the Grantee owes funds to the Department. If funds are owed to the Grantee, payment will be processed. However, if the Grantee underestimated their year-end obligations in the Obligation Report as compared to the final FSR and the total reimbursement requested does not exceed the Agreement amount that is due to the Grantee, the Department will make every effort to process full reimbursement to the Grantee per the final FSR. Final payment may be delayed pending final disposition of the Department's year-end obligations.

If funds are owed to the Department, it will generally not be necessary for

Grantee to send in a payment. Instead, the Department will make the necessary entries to offset other payments and as a result the Grantee will receive a net monthly prepayment. When this does occur, clarifying documentation will be provided to the Grantee by the Department's Bureau of Finance and Accounting.

I. Penalties for Reporting Noncompliance

For failure to submit the final total Grantee FSR report by November 30, through EGrAMS after the Agreement period end date, the Grantee may be penalized with a one-time reduction in their current ELPHS allocation for noncompliance with the fiscal year-end reporting deadlines. Any penalty funds will be reallocated to other Local Health Department Grantees. Reductions will be one-time only and will not carryforward to the next fiscal year as an ongoing reduction to a Grantee's ELPHS allocation. Penalties will be assessed based upon the submitted date in EGrAMS:

ELPHS Penalties for Noncompliance with Reporting Requirements:

1. 1% - 1 day to 30 days late;
2. 2% - 31 days to 60 days late;
3. 3% - over 60 days late with a maximum of 3% reduction in the Grantee's ELPHS allocation.

J. Indirect Costs and Cost Allocations/Distribution Plans

The Grantee is allowed to use approved federal indirect rate, 15% de minimis indirect rate or cost allocation/distribution plans in their budget calculations.

1. Costs must be consistently charged as indirect, direct or cost allocated, but may not be double charged or inconsistently charged.
2. If the Grantee does not have an existing approved federal indirect rate, they may use a 15% de minimis rate in accordance with Title 2 Code of Federal Regulations (CFR) Part 200 to recover their indirect costs.
3. Grantees using the cost allocation/distribution method must develop certified plan in accordance with the requirements described in Title 2 CFR, Part 200 which includes detailed budget narratives and is retained by the Grantee and subject to Department review.

K. Recoupment

The Department reserves the right to recoup, reclaim, or otherwise collect any funding disbursed under this agreement that are unspent, misused, or outstanding from the grantee.

1. Unobligated Funds Any unobligated balance of funds held by the Grantee at the end of the Agreement period will be returned to the Department within 30 days of the end of the Agreement or treated in accordance with instructions provided by the Department.
2. Misused Funds If the Department reasonably determines the funds

allocated for an executed grant agreement under this section were misused or their use misrepresented by the grantee, the Department shall not award any additional funds under that executed grant agreement and shall refer the grant for review following internal audit protocols. Funds are considered misused if they are spent in a manner that is not consistent with the terms, conditions, or purpose(s) outlined in this agreement. Misuse of funds may also include, but is not limited to, fraudulent or illegal activities.

3. Outstanding Operating Advances The operating advance must be returned to the Department within 30 days of the Department's fiscal year end or end date of this Agreement, whichever is earliest. Outstanding operating advances will be treated in accordance with instructions provided by the Department. Subsequent Department agreements may not be executed if an outstanding operational advance has not been repaid.

V. Agreement Termination

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

- A. By either party by giving 30 days written notice to the other party stating the reasons for termination and the effective date.
- B. By either party with 30 days written notice upon the failure of either party to carry out the terms and conditions of this Agreement.
- C. Immediately if the Grantee or an official of the Grantee or an owner is convicted of any activity referenced in Part 2 Section I.
- D. Immediately if the Grantee, as determined by the State:
 1. Endangers the value, integrity, or security of any facility, data, or personnel; or,
 2. Engages in any conduct that may expose the State to liability.
- E. Immediately by mutual agreement of both parties.
- F. Further, this Agreement may be terminated or modified immediately upon a finding by the Department in accordance with MCL 333.2235.

VI. Stop Work Order

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

VII. Final Reporting upon Termination

Should this Agreement be terminated by either party, within 30 days after the termination, the Grantee must return all State and federal data and provide the

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

VIII. Severability

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

IX. Amendments

- A. Except as otherwise provided, any changes to this Agreement will be valid only if made in writing and accepted by all parties to this Agreement.

In the event that circumstances occur that are not reasonably foreseeable, or are beyond the Grantee's or Department's control, which reduce or otherwise interfere with the Grantee's or Department's ability to provide or maintain specified services or operational procedures, immediate written notification must be provided to the other party. Any change proposed by the Grantee which would affect the state funding of any project, in whole or in part as provided in Part 1, Section 3.C. of the Agreement, must be submitted in writing to the Department for approval immediately upon determining the need for such change. The proposed change may be implemented upon receipt of written notification from the Department.

- B. Except as otherwise provided, amendments to this Agreement will be made within thirty days after receipt and approval of a change proposed by the Grantee.

Amendments of a routine nature including applicable changes in budget categories, modified indirect rates, and similar conditions which do not modify the Agreement scope, amount of funding to be provided by the Department or, the total amount of the budget may be submitted by the Grantee, in writing, at any time prior to May 1. The Department will provide a written response.

All amendments must be submitted to the Department within three weeks of receipt through EGrAMS to assure the amendment can be executed prior to the end of the Agreement period.

X. Liability

The Grantee assumes all liability to third parties, including loss, or damage because of claims, demands, costs, or judgments arising out of activities, such as but not limited

to direct activity delivery, to be carried out by the Grantee in the performance of this Agreement, under the following conditions:

- A. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, by the Grantee, Grantee's subcontractors or anyone directly or indirectly employed by the Grantee in the performance of this Agreement shall be the responsibility of the Grantee, and not the responsibility of the Department. Nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Grantee or its employees by law.
- B. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Grantee and the Department in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the Grantee and the Department in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Grantee, the state, its agencies (the Department) or their employees, respectively, as provided by statute or court decisions.
- C. In the event of data and/or security breaches, the Grantee must:
 - 1. Cooperate with the Department in investigating the occurrence, making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the Department;
 - 2. In the case of unauthorized disclosure or breach of confidential information, at the Department's sole election, with approval and assistance from the Department, notify the affected individuals with comprised Personally Identifiable Information (PII) or Protected Health Information (PHI) as soon as practicable but no later than is required to comply with applicable law and provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than 24 months following the date of notification to such individuals;
 - 3. Perform or take any other actions required to comply with applicable law as a result of the occurrence, including pay for: any costs associated with the occurrence, any costs incurred by the Department in investigating and resolving the occurrence, and reasonable attorneys fees associated with such investigation and resolution.

XI. Waiver

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

Any clause or condition of this Agreement found to be an impediment to the intended and effective operation of this Agreement may be waived in writing by the Department

or the Grantee, upon presentation of written justification by the requesting party. Such waiver may be temporary or for the life of the Agreement and may affect any or all program elements covered by this Agreement.

XII. State of Michigan Agreement

This Agreement is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles. This grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles. Grantee waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Grantee must appoint an agent in Michigan to receive service of process.

XIII. Funding

- A. State funding for this Agreement will be provided from the applicable and available Department appropriations for the current fiscal year. The Department provided funds will be as stated in the approved Annual Budget - Attachment I Instructions for the Annual Budget, Attachment III, Program Specific Assurances and Requirements, and as outlined in Attachment IV, Funding/Reimbursement Matrix.
- B. The funding provided through the Department for this Agreement will not exceed the amount shown for each federal and state categorical program element except as adjusted by amendment. The Grantee must advise the Department in writing by May 1, if the amount of Department funding may not be used in its entirety or appears to be insufficient for any program element. ELPHS transfer requests between MDHHS, MDARD and MDEQ must also be requested in writing by May 1. All ELPHS required services must be maintained throughout the entire period of the Agreement.
- C. The Department may periodically redistribute funds between agencies during the Agreement period in order to ensure that funds are expended to meet the varying needs for services.

AA Attachments

A1 Attachment I - Instructions for the Annual Budget

[Attachment I - Instructions for the Annual Budget](#)

A2 Attachment III - Program Specific Assurances and Requirements

[Attachment III - Program Specific Assurances and Requirements](#)

DRAFT

MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES
ATTACHMENT IV - Local Health Department - 2027
CONTRACT MANAGEMENT SECTION
Ionia County Health Department

Program Element/Funding Source (a)	MDHHS Source	Fed/St	Funding Amount	Reimbursement Method (b)	Performance Target Output Measurement	Total (c) Perform Expect	State (d) Funded Target Perform	State Funded Minimum Performance Percent Number (e)	Contractor / Subrecipient (f)
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Attachment IV Notes

[Attachment IV Notes](#)

Summary of Budget

PROGRAM / PROJECT Local Health Department - 2027 / Emerging Threats- Local Health Department - 2027			DATE PREPARED 6/19/2026		
CONTRACTOR NAME Ionia County Health Department			BUDGET PERIOD From : 10/1/2026 To : 9/30/2027		
MAILING ADDRESS (Number and Street) 100 Main ST			BUDGET AGREEMENT ☒ Original ☐ Amendment		AMENDMENT # 0
CITY Ionia	STATE MI	ZIP CODE 48846-1651	FEDERAL ID NUMBER 38-6004857		

	Category	Total	Amount
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SOURCE OF FUNDS

	Category	Total	Amount	Cash	Inkind
1	Fees and Collections - 1st and 2nd Party	0.00	0.00	0.00	0.00
2	Fees and Collections - 3rd Party	0.00	0.00	0.00	0.00
3	Federal or State (Non MDHHS)	0.00	0.00	0.00	0.00
4	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00
5	Federally Provided Vaccines	0.00	0.00	0.00	0.00
6	Federal Medicaid Outreach	0.00	0.00	0.00	0.00
7	Required Match - Local	0.00	0.00	0.00	0.00
8	Local Non-ELPHS	0.00	0.00	0.00	0.00
9	Local Non-ELPHS	0.00	0.00	0.00	0.00
10	Local Non-ELPHS	0.00	0.00	0.00	0.00
11	Other Non-ELPHS	0.00	0.00	0.00	0.00
12	MDHHS Non Comprehensive	0.00	0.00	0.00	0.00
13	MDHHS Comprehensive	0.00	0.00	0.00	0.00
14	MCH Funding	0.00	0.00	0.00	0.00
15	Local Funds - Other	0.00	0.00	0.00	0.00
16	Inkind Match	0.00	0.00	0.00	0.00
17	MDHHS Fixed Unit Rate	0.00	0.00	0.00	0.00
	TOTAL	0.00	0.00	0.00	0.00

Allocation Table

PROJECT TITLE	ALLOCATION AMOUNT
MCH - Children	0.00
Food ELPHS	100,000.00
Hearing ELPHS	54,969.00
HIV Prevention	15,000.00
Immunization Action Plan (IAP)	36,131.00
Local MCH	49,740.00
Kindergarten Oral Health Assessment Program	68,603.00
Medicaid Outreach	0.00
MCH - All Other	0.00
MDHHS-Essential Local Public Health Services (ELPHS)	259,768.00
Public Health Infrastructure	240,912.00
Statewide Lead Case Management - Fixed Fee	0.00
Tuberculosis (TB) Control	349.00
Immunization Fixed Fees	0.00
Vision ELPHS	54,969.00
Immunization Vaccine Quality Assurance	9,938.00
WIC Breastfeeding	38,684.00
WIC Resident Services	315,345.00
EGLE Drinking Water and Onsite Wastewater Management	237,060.00
TOTAL	1,481,468.00

Next Steps

The next steps in the MI E-Grants system for completing your budgets and submitting your Local Health Department Agreement for MDHHS approval are as follows:

- 1. The Project Manager will assign the agency users to the Local Health Department - 2027 program.
- 2. For your convenience, you can access the "Grantee: Comprehensive Agreement Instructions" material on the home page by clicking "About EGrAMS" and downloading the PDF. Access the system using the URL <http://egram-mi.com/mdhhs>.
- 3. Login to the MI E-Grants system at the URL <http://egram-mi.com/mdhhs>.
- 4. Access the application using the drop-down menus "Grantee>Grant Application>Enter Grant Application" and click on "Go."
- 5. Select the CO-2027 / Local Health Department - FY 2027 program and click on the "Go" button.
- 6. Select the hyperlink titled "Local Health Department FY 2027."
- 7. Complete the face sheet, including the fiscal month, day, and contact information. Click the "Save" button before advancing to the next screen(s).
- 8. Select the hyperlinks to the various program elements and complete the application, including the face sheet, certifications, and budget.

The following are the projects available for budgeting the Maternal Child Health (MCH) allocations:

1. MCH- Children
2. MCH - All Other

We have tried to anticipate the projects you will need for FY 2027 based on the FY 2026 budgets. If you need additional projects, or if you do not need a project which was released to your agency, please send your requests to mikoa@michigan.gov.

Allocation Table

PROJECT TITLE	ALLOCATION AMOUNT
Administration	0.00
Public Health Emergency Preparedness (PHEP) 10/1 - 6/30	88,240.00
Body Art Fixed Fee	0.00
Children's Special Hlth Care Services (CSHCS) Care Coordination	0.00
CSHCS Medicaid Outreach	0.00
CSHCS Medicaid Elevated Blood Lead Case Mgmt	0.00
Children's Special Hlth Care Services (CSHCS) Outreach & Advocacy	50,410.00
Local MCH - <i>Duplicate</i>	49,740.00
TOTAL	188,390.00

\$ 138,650

Next Steps

The next steps in the MI E-Grants system for completing your budgets and submitting your Local Health Department Agreement for MDHHS approval are as follows:

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3. Login to the MI E-Grants system at the URL <http://egramms-mi.com/mdhhs>.
4. Access the application using the drop-down menus "Grantee>Grant Application>Enter Grant Application" and click on "Go."
5. Select the CO-2027 / Local Health Department - FY 2027 program and click on the "Go" button.
6. Select the hyperlink titled "Local Health Department FY 2027."
7. Complete the face sheet, including the fiscal month, day, and contact information. Click the "Save" button before advancing to the next screen(s).
8. Select the hyperlinks to the various program elements and complete the application, including the face sheet, certifications, and budget.

IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR DISCUSSION/ACTION

Agreement with Michigan Department of Health and Human Services (Emerging Threats)
July 14, 2026

CONTACT:

Haleigh Leslie, Health Officer
Brenda Ingersoll, Office Manager

DESCRIPTION:

Agreement between Michigan Department of Health and Human Services and Ionia County Health Department for FY 10/01/2026 – 09/30/2027. This agreement is to accept the Emerging Threats, Local Health Department Grant funds.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

N/A

FINANCIAL ANALYSIS:

\$12,590 total grant funding. See the attached allocation table.

LEGAL REVIEW:

N/A

DEADLINE:

N/A

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

1. *Request approval of the Agreement between Michigan Department of Health and Human Services Emerging Threats Grant FY 26/27 and Ionia County Board of Commissioners on behalf of Ionia County Health Department and authorize the signature of Haleigh Leslie, Health Officer.*

**Note: The State has electronic contracting software which sends the filled in version of the contract after it has been reviewed by Michigan Department of Health and Human Services (MDHHS) staff. This is a draft contract for your review.*

ADMINISTRATOR'S RECOMMENDATION:

Administrator Recommends Approval of this Request.

Agreement #:

Agreement Between
Services
hereinafter referred to as the "Department"
and
on Behalf of Health Department
Ionia County Health Department
100 Main ST
Ionia MI 48846 1651
Federal I.D.#: 38-6004857, Unique Entity Identifier: VVZDLA7H4EC5
hereinafter referred to as the "Grantee"
for
The Delivery of Public Health Services under
the Local Health Department Agreement

Part 1

1. Purpose

This Agreement is entered into for the purpose of setting forth a joint and cooperative Grantee/Department relationship and basis for facilitating the delivery of public health services to the citizens of Michigan under their jurisdiction, as described in the attached Annual Budget, established Minimum Program Requirements, and all other applicable federal, state and local laws and regulations pertaining to the Grantee and the Department. Public health services to be delivered under this Agreement include Essential Local Public Health Services (ELPHS) and Categorical Programs as specified in the attachments to this Agreement.

2. Period of Agreement

This Agreement will commence on the date of the Grantee's signature or October 1, 2026, whichever is later, and continue through September 30, 2027. No activity will be performed and no costs to the state will be incurred prior to October 1, 2026 or the effective date of the agreement, whichever is later. Throughout the Agreement, the date of the Grantee's signature or October 1, 2026, whichever is later, will be referred to as the start date. This Agreement is in full force and effect for the period specified.

3. Program Budget and Agreement Amount

A. Agreement Amount

In accordance with Attachment IV - Funding/Reimbursement Matrix, the total State budget and amount committed for this period for the program elements covered by this Agreement is \$0.00.

B. Equipment Purchases and Title

Any Grantee equipment purchases supported in whole or in part through this Agreement must be listed in the supporting Equipment Inventory Schedule which should be attached to the Final Financial Status Report. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$10,000 or more per unit. Title to items having a unit acquisition cost of less than \$10,000 will vest with the Grantee upon acquisition. The Department reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of \$10,000 or more, to the extent that the Department's proportionate interest in such equipment supports such retention or transfer of title.

C. Budget Transfers and Adjustments

1. Transfers between categories within any program element budget supported in whole or in part by state/federal categorical sources of funding will be limited to increases in an expenditure budget category by \$10,000 or 15% whichever is greater. This transfer authority does not authorize purchase of additional equipment items or new subcontracts with state/federal categorical funds without prior written approval of the Department.
2. Except as otherwise provided, any transfers or adjustments involving state/federal categorical funds, other than those covered by C.1, including any related adjustment to the total state amount of the budget, must be made in writing through a formal amendment executed by all parties to this Agreement in accordance with Section IX. A. of Part 2.
3. The C.1 and C.2 provisions authorizing transfers or changes in local funds apply also to the Family Planning program, provided statewide local maintenance of effort is not diminished in total. Any statewide diminishing of total local effort for family planning and/or any related funding penalty experienced by the Department will be recovered proportionately from each local Grantee that, during the course of the Agreement period, chose to reduce or transfer local funds from the Family Planning program.

4. Agreement Attachments

- A. The following documents are attachments to this Agreement Part 1 and Part 2 - General Provisions, which are part of this Agreement:
1. Attachment I - Annual Budget
 2. Attachment III - Program Specific Assurances and Requirements
 3. Attachment IV - Funding/Reimbursement Matrix

5. Statement of Work

The Grantee agrees to undertake, perform and complete the activities described in Attachment III - Program Specific Assurances and Requirements and the other applicable attachments to this Agreement which are part of this Agreement.

6. Financial Requirements

The financial requirements must be followed as described in Part 2 and Attachment I - Annual Budget and Attachment IV - Funding/Reimbursement Matrix, which are part of this Agreement.

7. Performance/Progress Report Requirements

The progress reporting methods, as applicable, must be followed as described in part 2 and Attachment III, Program Specific Assurances and Requirements, which are part of this Agreement.

8. General Provisions

The Grantee agrees to comply with the General Provisions outlined in Part 2, which is part of this Agreement.

9. Administration of the Agreement

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

Name: Anita Miko
Title: Department Analyst
E-Mail Address: mikoa@michigan.gov

Grantee's Financial Contact for the Agreement

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

Name

Title

E-Mail Address

Telephone No.

10. Special Conditions

- A. This Agreement is valid upon approval and execution by the Department which may be contingent upon approval by the State Administrative Board and signature by the Grantee.
- B. This Agreement is conditionally approved subject to and contingent upon availability of funding and other applicable conditions.
- C. The funding provided by the Department under this Agreement is in exchange for all of the duties and restrictions placed on the Grantee through this agreement.
- D. Based on the availability of funding, the Department may specify the amount of funding the Grantee may expend during a specific time period within the Agreement Period.
- E. The Department has the option to assume no responsibility or liability for costs incurred by the Grantee prior to the start date of this Agreement.
- F. The Grantee is required by MCL 18.1101 *et seq* to receive payments by electronic funds transfer.

11. Special Certification

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

12. Signature Section**For Ionia County Health Department**

 Name

 Title
For the Michigan Department of Health and Human Services

 Terri Smith

 06/19/2026

 Terri Smith, Director

 Date

Bureau of Grants and Purchasing

Part 2

General Provisions

I. Responsibilities - Grantee

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

A. Publication Rights

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

B. Fees

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

C. Grant Program Operation

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

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

D. Reporting

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

E. Record Maintenance/Retention

Maintain adequate program and fiscal records and files, including source documentation, to support program activities and all expenditures made under the terms of this Agreement, as required. The Grantee must assure that all terms of the Agreement will be appropriately adhered to and that records and detailed documentation for the grant project or grant program identified in this Agreement will be maintained for a period of not less than four (4) years from the date of termination, the date of submission of the final expenditure report or until litigation and audit findings have been resolved. The retention schedule may be modified if required. This section applies to the Grantee, any parent, affiliate, or subsidiary organization of the Grantee and any subcontractor that performs activities in connection with this Agreement.

F. Authorized Access

1. Permit within 10 calendar days of providing notification and at reasonable times, access by authorized representatives of the Department, federal grantor agency, Inspectors General, Comptroller

General of the United States and State Auditor General, or any of their duly authorized representatives, to records, papers, files, documentation and personnel related to this Agreement, to the extent authorized by applicable state or federal law, rule or regulation.

2. Acknowledge the rights of access in this section are not limited to the required retention period. The rights of access will last as long as the records are retained.
3. Cooperate and provide reasonable assistance to authorized representatives of the Department when those individuals request access to the Grantee's grant records. This includes requests to obtain records and provide information regarding those records.

G. Audits

1. Single Audit

The Grantee must submit to the Department a Single Audit consistent with the regulations set forth in Title 2 Code of Federal Regulations (CFR) Part 200, Subpart F. The Single Audit reporting package must include all components described in Title 2 CFR, Section 200.512 (c) including a Corrective Action Plan, and management letter (if one is issued) with a response to the Department.

The Grantee must assure that the Schedule of Expenditures of Federal Awards includes expenditures for all federally-funded grants.

2. Other Audits

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

3. Due Date and Where to Send

The required audit and any other required submissions (i.e., corrective action plan, and management letter with a corrective action plan), and/or Audit Exemption Notice must be submitted to the Department within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the Grantee's fiscal year by e-mail to MDHHS-AuditReports@michigan.gov. Single Audit reports must be submitted simultaneously to the Department and Federal Audit Clearinghouse, in accordance with 2 CFR 200.512(a). The required submissions must be assembled in PDF files and compatible with Adobe Acrobat (read only). The subject line must state the agency name and fiscal year end. The Department reserves the right to request a hard copy of the audit materials if for any reason the electronic submission process is not successful.

4. Penalty

a. Delinquent Single Audit or Financial Related Audit

If the Grantee does not submit the required Single Audit or

Financial Related Audit, including any management letter and applicable corrective action plan(s), within nine months after the end of the Grantee's fiscal year, the Department may withhold from any payment from the Department to the Grantee an amount equal to five percent of the audit year's grant funding (not to exceed \$200,000) until the required filing is received by the Department. The Department may retain the amount withheld if the Grantee is more than 120 days delinquent in meeting the filing requirements. The Department may terminate any current grant agreements if the Grantee is more than 180 days delinquent in meeting the filing requirements.

b. Delinquent Audit Exemption Notice

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

H. Subrecipient/Contractor Monitoring

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

The subrecipient monitoring plan should include a risk-based assessment to determine the level of oversight and monitoring activities, such as reviewing financial and performance reports, performing site visits and maintaining regular contact with subrecipients.

3. Establish requirements to ensure compliance for for-profit subrecipients as required by 2 CFR 200.501(h), as applicable.
4. Ensure that transactions with subrecipients/contractors comply with laws, regulations and provisions of contracts or grant agreements.

I. Notification of Modifications

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

J. Software Compliance

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

K. Human Subjects

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

L. Mandatory Disclosures

1. Disclose to the Department in writing within 14 days, or sooner if circumstances warrant, of receiving notice of any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") involving Grantee, a subcontractor or an officer or director of Grantee or subcontractor that arises during the term of this Agreement including:
 - a. All violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the Agreement;
 - b. A criminal Proceeding;
 - c. A parole or probation Proceeding;
 - d. A Proceeding under the Sarbanes-Oxley Act;
 - e. A civil Proceeding involving:
 1. A claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or
 2. A governmental or public entity's claim or written allegation of fraud; or
 3. Any complaint filed in a legal or administrative proceeding alleging the Grantee or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Agreement; or
 - f. A Proceeding involving any license that Grantee is required to possess to perform under this Agreement.
 - g. Any criminal activity that occurs by an employee, agent, or subcontractor of Grantee while conducting activities pursuant to this Agreement.
2. Notify the Department, at least 90 calendar days before the effective date, of a change in Grantee's ownership or executive management.

M. Minimum Program Requirements

Comply with Minimum Program Requirements established in accordance with Section 2472.3 of 1978 PA 368 as amended, MCL 333.2472 (3), MSA 14.15 (2472.3), for each applicable program element funded under this Agreement.

N. Annual Budget and Plan Submission

Submit an Annual Budget and Plan request to the Department, in accordance with instructions established by the Department, to serve as the basis for completion of specific details for Attachments I, III, and IV of this Agreement via Grantee/Department negotiated amendment(s). Failure to submit a complete Annual Budget and Plan by the due date through EGrAMS will result

in the deferral of Department payments until these documents are submitted.

O. Maintenance of Effort

Comply with maintenance of effort requirements for Essential Local Public Health Services (ELPHS), as defined in the current Department appropriation act, and Family Planning in accordance with federal requirements, except as noted in Section 3.C.3 of Part I.

P. Accreditation

1. Comply with the local public health accreditation standards and follow the accreditation process and schedule established by the Department to achieve full accreditation status.
 - a. Failure to meet all accreditation requirements or implement corrective plans of action within the prescribed time period will result in the status of "Not Accredited." Grantees designated as "Not Accredited" may have their Department allocations reduced for costs incurred in the assurance of service delivery.
 - b. Submit a written request for inquiry to the Department should the Grantee disagree with on-site review findings or their accreditation status. The request must identify the disagreement and resolution sought. The inquiry participants will be comprised of Grantee staff, Department staff, the Accreditation Commission Chair, and the Accreditation Coordinator as needed. Participants will clarify facts, verify information and seek resolution.
2. Consent Agreements/Administrative Compliance Orders/Administrative Hearings for "Not Accredited" Grantees:
 - a. If designated as "Not Accredited", the Grantee will receive a Consent Agreement Package from the Department. Grantees and their local governing entities will be given 75 days to review the package, meet with the Department, and sign and return the Consent Agreement.
 - b. Fulfillment of the terms and conditions of the Consent Agreement will not affect accreditation status, but impacts the Grantees' ability to fulfill its contractual obligations under the Local Health Department Grant Agreement. Grantees designated as "Not Accredited", will retain this designation until the subsequent accreditation cycle.
 - c. Failure to fulfill the terms and conditions of the Consent Agreement within the prescribed time period will result in the issuance of an Administrative Compliance Order by the Department.
 - d. Within 60 working days after receipt of an Administrative

Compliance Order and proposed compliance period, a local governing entity may petition the Department for an administrative hearing. If the local governing entity does not petition the Department for a hearing within 60 days after receipt of an Administrative Compliance Order, the order and proposed compliance date will be final. After a hearing, the Department may reaffirm, modify, or revoke the order or modify the time permitted for compliance.

- e. If the local governing entity fails to correct a deficiency for which a final order has been issued within the period permitted for compliance, the Department may petition the appropriate circuit court for a writ of mandamus to compel correction.

Q. Medicaid Outreach Activities Reimbursement

Report allowable costs and request reimbursement for the Medicaid Outreach activities it provides in accordance with 2 CFR, Part 200 and the requirements in Medicaid Bulletin number: MSA 05-29.

Submit a Cost Allocation Plan Certification to the Department to bill for the Medicaid Outreach Activities. The Cost Allocation Plan Certification is valid until a change is made to the cost allocation plan or the Department determines it is invalid.

Submit quarterly FSRs for the Medicaid Outreach activities and an annual FSR for the Children with Special Health Care Services Medicaid Outreach activities in accordance with the instructions contained in Attachment I. In accordance with the Medicaid Bulletin, MSA 05-29, agree to target Medicaid outreach effort toward Department established priorities. For fiscal year 2026, the Department priorities are: lead testing, outreach and enrollment for the Family Planning waiver, and outreach for pregnant women, mothers and infants for the Maternal and Infant Health Program. The Grantee will submit a report using the MDHHS Local Health Department Medicaid Outreach form describing their outreach activities targeting the priorities 30 days after the end of a fiscal year quarter and at the same time as the final FSR is due to the Department. The Local Health Department Medicaid Outreach reports are to be sent through EGrAMS as an attachment report to the Financial Status Report.

R. Conflict of Interest and Code of Conduct Standards

1. Be subject to the provisions of MCL 15.321 *et seq*, as amended, MCL Act 15.341 *et seq*, as amended, and 2 CFR 200.318 (c)(1) and (2).
2. Uphold high ethical standards and be prohibited from the following:
 - a. Holding or acquiring an interest that would conflict with this Agreement;
 - b. Doing anything that creates an appearance of impropriety with

- respect to the award or performance of this Agreement;
- c. Attempting to influence or appearing to influence any state employee by the direct or indirect offer of anything of value; or
- d. Paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of this Agreement.
- 3. Immediately notify the Department of any violation or potential violation of these standards. This section applies to Grantee, any parent, affiliate or subsidiary organization of Grantee, and any subcontractor that performs activities in connection with this Agreement.

S. Travel Costs

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

T. Federal Funding Accountability and Transparency Act (FFATA)

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

U. Insurance Requirements

1. Maintain at least a minimum of the insurances or governmental self-insurances listed below and be responsible for all deductibles. All required insurance or self-insurance must:
 - a. Protect the state of Michigan from claims that may arise out of, are alleged to arise out of, or result from Grantee's or a subcontractor's performance;
 - b. Be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the state; and
 - c. Be provided by a company with an A.M. Best rating of "A-" or better and a financial size of VII or better or governmental self-insurance.
2. Insurance Types
 - a. Commercial General Liability Insurance or Governmental Self-Insurance: Except for Governmental Self-Insurance, policies must be endorsed to add "the state of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 12 19 and CG 20 37 12 19.
If the Grantee will interact with children, schools, or the cognitively impaired, the Grantee must maintain appropriate insurance coverage related to sexual abuse and molestation liability.
 - b. Workers' Compensation Insurance or Governmental Self-Insurance: Coverage according to applicable laws governing work activities. Policies must include waiver of subrogation, except where waiver is prohibited by law.
 - c. Employers Liability Insurance or Governmental Self-Insurance.
 - d. Privacy and Security Liability (Cyber Liability) Insurance: cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
3. Require that subcontractors maintain the required insurances contained in this Section.
4. This Section is not intended to be construed in any manner as waiving, restricting, or limiting the liability of the Grantee from any obligations under this Agreement.
5. Grantee must promptly notify the Department of any knowledge regarding an occurrence which the Grantee reasonably believes may result in a claim against the Department. The Grantee must cooperate

with the Department regarding such claim.

V. Fiscal Questionnaire

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

W. Criminal Background Check

1. Conduct or cause to be conducted a search that reveals information similar or substantially similar to information found on an Internet Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with clients or has access to client information.
 - a. ICHAT: Home Page - ICHAT Menu (michigan.gov)
 - b. Michigan Public Sex Offender Registry:
<http://www.mipsor.state.mi.us>
 - c. National Sex Offender Registry: <http://www.nsopw.gov>
2. Conduct or cause to be conducted a Central Registry (CR) check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with children.
 - a. Central Registry: https://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330-180331--,00.html
3. Require each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Agreement, works directly with clients or who has access to client information to notify the Grantee in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator, at hire or within 10 days of the event after hiring.
4. Determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with clients or accessing client information related to clients under this Agreement, based on the results of a positive ICHAT response or reported criminal felony conviction or perpetrator identification.
5. Determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with children under this Agreement, based on the results of a positive CR response or reported perpetrator identification.
6. Require any employee, subcontractor, subcontractor employee, or volunteer who may have access to any databases of information

maintained by the federal government that contain confidential or personal information, including but not limited to federal tax information, to have a fingerprint background check performed.

X. Real Property Acquisition

1. Real property means land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and equipment.
2. Adhere to the following if property acquisition is supported in whole or in part through this Agreement:
 - a. The property will be used to support the expansion of the services identified through this Agreement.
 - b. The property shall not be conveyed, transferred, or leased, either wholly or partially, whether in fee, by easement, or otherwise, for a period of seven years, unless the Department provides written approval and consent
 - c. These restrictions must be recorded with the Warranty Deed and a copy must be provided to the Department.
 - d. The above property acquisition requirements are continuing obligations that survive the termination or expiration of the Agreement.

II. Responsibilities - Department

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

A. Reimbursement

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

B. Report Forms

Provide any report forms and reporting formats required by the Department at the start date of this Agreement and provide to the Grantee any new report forms and reporting formats proposed for issuance thereafter at least 90 days prior to their required usage in order to afford the Grantee an opportunity to review.

C. Notification of Modifications

Notify the Grantee in writing of modifications to federal or state laws, rules and regulations affecting this Agreement.

D. Identification of Laws

Identify for the Grantee relevant laws, rules, regulations, policies, procedures, guidelines and state and federal manuals, and provide the Grantee with copies of these documents to the extent they are not otherwise available to the

Grantee.

E. Modification of Funding

Notify the Grantee in writing within 30 calendar days of becoming aware of the need for any modifications in Agreement funding commitments made necessary by action of the federal government, the governor, the legislature or the Department of Technology Management and Budget on behalf of the governor or the legislature. Implementation of the modifications will be determined jointly by the Grantee and the Department.

F. Monitor Compliance

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

G. Technical Assistance

Make technical assistance available to the Grantee for the implementation of this Agreement.

H. Accreditation

Adhere to the accreditation requirements including the process for “Not Accredited” Grantees. The process includes developing and monitoring consent agreements, issuing and monitoring administrative compliance orders, participating in administrative hearings and petitioning appropriate circuit courts.

I. Medicaid Outreach Activities Reimbursement

Agrees to reimburse the Grantee for all allowable Medicaid Outreach activities that meet the standards of the Medicaid Bulletin: MSA 05-29 including the cost allocation plan certification and that are billed in accordance with the requirements in Attachment I.

In accordance with the Medicaid Bulletin, MSA 05-29, the Department will identify each fiscal year the Medicaid Outreach priorities and establish a reporting requirement for the Grantee.

III. Assurances

The Grantee gives the following assurances the Department:

A. Compliance with Applicable Laws

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

this Agreement under Part 2, Section V.

B. Anti-Lobbying Act

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

C. Non-Discrimination

1. The Grantee must comply with the Department's non-discrimination statement: "The Michigan Department of Health and Human Services does not discriminate against any individual or group on the basis of race, national origin, color, sex, disability, religion, age, height, weight, familial status, partisan considerations, or genetic information. Sex-based discrimination includes, but is not limited to, discrimination based on sexual orientation, gender identity, gender expression, sex characteristics, and pregnancy"
2. The Grantee further agrees that every subcontract entered into for the performance of any contract or purchase order resulting therefrom, will contain a provision requiring non-discrimination in employment, activity delivery and access, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act (MCL 37.2101 *et seq.*) and the Persons with Disabilities Civil Rights Act MCL 37.1101 *et seq.*), and any breach thereof may be regarded as a material breach of this Agreement.
3. The Grantee will comply with all federal statutes relating to nondiscrimination. These include but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination based on race, color or national origin;
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, 1685-1686), which prohibits discrimination based on sex;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination based on disabilities;
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination based on age;

- e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination based on drug abuse;
 - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination based on alcohol abuse or alcoholism;
 - g. Sections 523 and 527 of the Public Health Service Act of 1944 (42 U.S.C. 290dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - h. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and,
 - i. The requirements of any other nondiscrimination statute(s) which may apply to the application.
4. Additionally, assurance is given to the Department that proactive efforts will be made to identify and encourage the participation of minority-owned and women-owned businesses, and businesses owned by persons with disabilities in contract solicitations. The Grantee must include language in all contracts awarded under this Agreement which (1) prohibits discrimination against minority-owned and women-owned businesses and businesses owned by persons with disabilities in subcontracting; and (2) makes discrimination a material breach of contract.

D. Debarment and Suspension

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

- 1. Are presently not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;
- 2. Have not within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) or private transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the

offenses enumerated in section 2;

4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default; and
5. Have not committed an act of so serious or compelling a nature that it affects the Grantee's present responsibilities.

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E. Pro-Children Act

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

F. Hatch Act and Intergovernmental Personnel Act

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

G. Employee Whistleblower Protections

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

H. Clean Air Act and Federal Water Pollution Control Act

The Grantee will comply with the Clean Air Act (42 U.S.C. 7401-7671(q)) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1388), as amended.

This Agreement and anyone working on this Agreement will be subject to the Clean Air Act and Federal Water Pollution Control Act and must comply with all applicable standards, orders or regulations issued pursuant to these Acts. Violations must be reported to the Department.

I. Victims of Trafficking and Violence Protection Act

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

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

J. Procurement of Recovered Materials

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

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

K. Subcontracts

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

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

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

- a. Contains additional non-conflicting provisions not set forth in this Agreement;
 - b. Restates provisions of this Agreement to afford the Grantee the same or substantially the same rights and privileges as the Department; or
 - c. Requires the subcontractor to perform duties and services in less time than that afforded the Grantee in this Agreement.
3. That the subcontract does not affect the Grantee's accountability to the Department for the subcontracted activity.

4. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and services.
5. That the Grantee will submit a copy of the executed subcontract if requested by the Department.
6. That subcontracts in support of programs or elements utilizing funds provided by the Department, the State of Michigan or the federal government in excess of \$10,000 must contain provisions or conditions that will:
 - a. Allow the Grantee or Department to seek administrative, contractual or legal remedies in instances in which the subcontractor violates or breaches contract terms, and provide for such remedial action as may be appropriate.
 - b. Provide for termination by the Grantee, including the manner by which termination will be effected and the basis for settlement.
7. That all subcontracts in support of programs or elements utilizing funds provided by the Department, the State of Michigan or the federal government of amounts in excess of \$100,000 must contain a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970 (42 USC 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).
8. That all subcontracts and subgrants in support of programs or elements utilizing funds provided by the Department, the State of Michigan or the federal government in excess of \$2,000 for construction or repair, awarded by the Grantee must include a provision:
 - a. For compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3).
 - b. For compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5) (if required by Federal Program Legislation).
 - c. For compliance with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5). This provision also applies to all other contracts in excess of \$2,500 that involve the employment of mechanics or laborers.

L. Procurement

1. Grantee will ensure that all purchase transactions, whether negotiated

or advertised, are conducted openly and competitively in accordance with the principles and requirements of 2 CFR 200.

2. The funds must not be used for the purchase of foreign goods or services, or both, if competitively priced and of comparable quality American goods or services, or both, are available
3. Preference must be given to goods and services manufactured or provided by Michigan businesses, if they are competitively priced and of comparable quality.
4. Preference must be given to goods and services that are manufactured or provided by Michigan businesses owned and operated by veterans, if they are competitively priced and of comparable quality.
5. Records must be sufficient to document the significant history of all purchases and must be maintained for a minimum of four (4) years after the end of the Agreement period.

M. Health Insurance Portability and Accountability Act

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

1. The Grantee must not share any protected health information provided by the Department that is covered by HIPAA except as permitted or required by applicable law, or to a subcontractor as appropriate under this Agreement.
2. The Grantee will ensure that any subcontractor will have the same obligations as the Grantee not to share any protected health data and information from the Department that falls under HIPAA requirements in the terms and conditions of the subcontract.
3. The Grantee must only use the protected health data and information for the purposes of this Agreement.
4. The Grantee must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Grantee's employees.
5. The Grantee must have a policy and procedure to immediately report to the Department any suspected or confirmed unauthorized use or disclosure of protected health information that falls under the HIPAA requirements of which the Grantee becomes aware. The Grantee will work with the Department to mitigate the breach and will provide assurances to the Department of corrective actions to prevent further

unauthorized uses or disclosures. The Department may demand specific corrective actions and assurances and the Grantee must provide the same to the Department.

6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Part 2, Section V.
7. In accordance with HIPAA requirements, the Grantee is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information, including without limitation the Department's costs in responding to a breach, received by the Grantee from the Department or any other source.
8. The Grantee will enter into a business associate agreement should the Department determine such an agreement is required under HIPAA.

N. Home Health Services

If the Grantee provides Home Health Services (as defined in Medicare Part B), the following requirements apply:

1. The Grantee must not use State ELPHS or categorical grant funds provided under this Agreement to unfairly compete for home health services available from private providers of the same type of services in the Grantee's service area.
2. For purposes of this Agreement, the term "unfair competition" will be defined as offering of home health services at fees substantially less than those generally charged by private providers of the same type of services in the Grantee's area, except as allowed under Medicare customary charge regulations involving sliding fee scale discounts for low-income clients based upon their ability to pay.
3. If the Department finds that the Grantee is not in compliance with its assurance not to use state ELPHS and categorical grant funds to unfairly compete, the Department will follow the procedure required for failure by local health departments to adequately provide required services set forth in Sections 2497 and 2498 of 1978 PA 368 as amended (Public Health Code), MCL 333.2497 and 2498, MSA 14.15 (2497) and (2498).

O. Website Incorporation

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

approval of the Department.

P. Survival

The provisions of this Agreement, including all attachments and addendums, that impose continuing obligations will survive the expiration or termination of this Agreement.

Q. Non-Disclosure of Confidential Information

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

2. Meaning of Confidential Information

Within this Agreement the term “confidential information” means all information and documentation that:

- a. Has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party;
- b. If disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning;
- c. Should reasonably be recognized as confidential information of the disclosing party;
- d. Is unpublished or not available to the general public; or
- e. Is designated by law as confidential.

3. The term “confidential information” does not include any information or documentation that was:

- a. Subject to disclosure under the Michigan Freedom of Information Act (FOIA);
- b. Already in the possession of the receiving party without an obligation of confidentiality;
- c. Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights;
- d. Obtained from a source other than the disclosing party without

- an obligation of confidentiality; or
- e. Publicly available when received or thereafter became publicly available (other than through an unauthorized disclosure by, through or on behalf of, the receiving party).
- 4. The Grantee must notify the Department within one business day after discovering any unauthorized use or disclosure of confidential information. The Grantee will cooperate with the Department in every way possible to regain possession of the confidential information and prevent further unauthorized use or disclosure.

R. Cap on Salaries

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

IV. Financial Requirements

A. Operating Advance

Under the pre-payment reimbursement method, no additional operating advances will be issued.

B. Payment Method

1. Prepayments

- a. The Department will make monthly prepayments equal to 1/12th of the Agreement amount for each non-fee-for-service program contained in Attachment IV of this Agreement. The first monthly prepayment amount will be issued within 5 business days from the date the agreement is executed or the effective date of the agreement, whichever is later. Subsequent monthly prepayments will be issued during the first 5 business days of each month. The Grantee can view their monthly prepayment within the EGrAMS system.
- b. Prepayments for the months of October thru January will be based upon the initial Agreement amounts in Attachment IV. Subsequent monthly prepayments may be adjusted based upon Agreement amendments or Grantee adjustment requests.
- c. If the sum of the prepayments does not equal at least 90% of the Grantee's expenditures for a quarter of the contract period, the Grantee may submit documentation for an adjustment to the

monthly prepayment amount via the following process:

- i. Submit a written request for the adjustment to the Department's Accounting Expenditure Operations Division.
- ii. The adjustment request must be itemized by program and must list the amount received from the Department, the expenditure amount reported per the quarterly Financial Status Report (FSR), and the difference. The amount received from the Department and the expenditures must be for the same reporting quarterly FSR period.
- iii. The Department will review the requests and if an adjustment is approved, it will be included in the next scheduled monthly prepayment.
- iv. Adjustment requests will not be accepted prior to submission of the FSR for the quarter ending December 31. No adjustments will be made prior to the February monthly prepayment.
- v. The ability of the Department to approve adjustments may be limited by the quarterly allotments of spending authority in the Department's appropriation account mandated by the Office of the State Budget Director. The quarterly allotment limits the amount of each account (program) that the Department may expend during each fiscal quarter.

2. Fixed Fee Reimbursement

- a. Quarterly reimbursement for fixed fee projects is based on Attachment IV and approved quarterly Financial Status Reports.

C. Financial Status Report Submission

1. The Grantee must electronically prepare and submit FSRs to the Department via the EGrAMS website (<http://egrams-mi.com/mdhhs>). A Financial Status Report (FSR) must be submitted on a quarterly basis no later than 30 days after the close of the calendar quarter for all programs listed on Attachment IV and fee for services project budgeted. Failure to meet financial reporting responsibilities as identified in this Agreement may result in withholding future payments.
2. FSR's must report total actual program expenditures regardless of the source of funds. The Department will reimburse the Grantee for expenditures in accordance with the terms and conditions of this Agreement. Failure to comply with the reporting due dates will result in the deferral of the Grantee's monthly prepayment.
3. The Grantee representative who submits the FSR is certifying to the best of their knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements, and cash receipts are

for the purposes and objectives set forth in the terms and conditions of this Agreement. The individual submitting the FSR should be aware that any false, fictitious, or fraudulent information, or the omission of any material facts, may subject them to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

4. The instructions for completing the FSR form are available on the website <http://egram-mi.com/dch>. Send FSR questions to FSRMDHHS@michigan.gov.

D. Reimbursement Method

The Grantee will be reimbursed in accordance with the reimbursement methods for applicable program elements described as follows:

1. Performance Reimbursement - A reimbursement method by which Grantees are reimbursed based upon the understanding that a certain level of performance (measured by outputs) must be met in order to receive full reimbursement of costs (net of program income and other earmarked sources) up to the contracted amount of state funds. Any local funds used to support program elements operated under such provisions of this Agreement may be transferred by the Grantee within, among, to or from the affected elements without Department approval, subject to applicable provisions of Sections 3.B. and 3.C.3 of Part 1. If Grantee's performance falls short of the expectation by a factor greater than the allowed minimum performance percentage, the state maximum allocation will be reduced equivalent to actual performance in relation to the minimum performance.
2. Actual Cost Reimbursement - A reimbursement method by which Grantees are reimbursed based upon the understanding that state dollars will be paid up to total costs in relation to the state's share of the total costs and up to the total state allocation as agreed to in the approved budget. This reimbursement approach is not directly dependent upon whether a specified level of performance is met by the local health department. Department funding under this reimbursement method is allocable as a source before any local funding requirement unless a specific local match condition exists.
3. Fixed Unit Rate Reimbursement - A reimbursement method by which Grantee is reimbursed a specific amount for each output actually delivered and reported.
4. Essential Local Public Health Services (ELPHS) - A reimbursement method by which Grantees are reimbursed a share of reasonable and allowable costs incurred for required services, as noted in the current Appropriations Act.

E. Reimbursement Mechanism

All Grantees must sign up through the on-line vendor registration process to receive all State of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits. Vendor registration information is available through the Department of Technology, Management and Budget's web site: <http://www.michigan.gov/sigmavss>

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F. Unobligated Funds

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

G. Final Obligation Reporting Requirements

An Obligation Report, based on annual guidelines, must be submitted by the due date using the format provided by the Department through EGrAMS. The Grantee must provide, by program, an estimate of total expenditures for the entire Agreement period (October 1 through September 30). This report must represent the Grantee's best estimate of total program expenditures for the Agreement period. The information on the report will be used to record the Department's year-end accounts payables and receivables by program for this Agreement. The report assists the Department in reserving sufficient funding to reimburse the final expenditures that will be reported on the Final FSR without materially overstating or understating the year-end obligations for this Agreement. The Department compares the total estimated expenditures from this report to the total amount reimbursed to the Grantee in the monthly prepayments and quarterly fee-for-service payments to establish accounts payable and accounts receivable entries at fiscal year-end. The Department recognizes that based upon payment adjustments and timing of Agreement amendments, the Grantee may owe the Department funding for overpayment of a program and may be due funds from the Department for underpayment of a program at fiscal year-end.

Within 60 days after the Agreement fiscal year-end, the Grantee must liquidate any unpaid year-end commitments and obligations. Any obligation remaining unliquidated after 60 days from the end of the Agreement period will revert to the Department for disposition in accordance with applicable state and/or federal requirements, except as specifically authorized in writing by the Department.

H. Final Financial Status Reporting Requirements

Final FSRs are due 60 days following the end of the Agreement period. The final FSR must be clearly marked "Final".

Upon receipt of the final FSR electronically through EGrAMS, the Department will determine by program, if funds are owed to the Grantee or if the Grantee owes funds to the Department. If funds are owed to the Grantee, payment will be processed. However, if the Grantee underestimated their year-end obligations in the Obligation Report as compared to the final FSR and the total reimbursement requested does not exceed the Agreement amount that is due to the Grantee, the Department will make every effort to process full reimbursement to the Grantee per the final FSR. Final payment may be delayed pending final disposition of the Department's year-end obligations.

If funds are owed to the Department, it will generally not be necessary for

Grantee to send in a payment. Instead, the Department will make the necessary entries to offset other payments and as a result the Grantee will receive a net monthly prepayment. When this does occur, clarifying documentation will be provided to the Grantee by the Department's Bureau of Finance and Accounting.

I. Penalties for Reporting Noncompliance

For failure to submit the final total Grantee FSR report by November 30, through EGrAMS after the Agreement period end date, the Grantee may be penalized with a one-time reduction in their current ELPHS allocation for noncompliance with the fiscal year-end reporting deadlines. Any penalty funds will be reallocated to other Local Health Department Grantees. Reductions will be one-time only and will not carryforward to the next fiscal year as an ongoing reduction to a Grantee's ELPHS allocation. Penalties will be assessed based upon the submitted date in EGrAMS:

ELPHS Penalties for Noncompliance with Reporting Requirements:

1. 1% - 1 day to 30 days late;
2. 2% - 31 days to 60 days late;
3. 3% - over 60 days late with a maximum of 3% reduction in the Grantee's ELPHS allocation.

J. Indirect Costs and Cost Allocations/Distribution Plans

The Grantee is allowed to use approved federal indirect rate, 15% de minimis indirect rate or cost allocation/distribution plans in their budget calculations.

1. Costs must be consistently charged as indirect, direct or cost allocated, but may not be double charged or inconsistently charged.
2. If the Grantee does not have an existing approved federal indirect rate, they may use a 15% de minimis rate in accordance with Title 2 Code of Federal Regulations (CFR) Part 200 to recover their indirect costs.
3. Grantees using the cost allocation/distribution method must develop certified plan in accordance with the requirements described in Title 2 CFR, Part 200 which includes detailed budget narratives and is retained by the Grantee and subject to Department review.

K. Recoupment

The Department reserves the right to recoup, reclaim, or otherwise collect any funding disbursed under this agreement that are unspent, misused, or outstanding from the grantee.

1. Unobligated Funds Any unobligated balance of funds held by the Grantee at the end of the Agreement period will be returned to the Department within 30 days of the end of the Agreement or treated in accordance with instructions provided by the Department.
2. Misused Funds If the Department reasonably determines the funds

allocated for an executed grant agreement under this section were misused or their use misrepresented by the grantee, the Department shall not award any additional funds under that executed grant agreement and shall refer the grant for review following internal audit protocols. Funds are considered misused if they are spent in a manner that is not consistent with the terms, conditions, or purpose(s) outlined in this agreement. Misuse of funds may also include, but is not limited to, fraudulent or illegal activities.

3. Outstanding Operating Advances The operating advance must be returned to the Department within 30 days of the Department's fiscal year end or end date of this Agreement, whichever is earliest. Outstanding operating advances will be treated in accordance with instructions provided by the Department. Subsequent Department agreements may not be executed if an outstanding operational advance has not been repaid.

V. Agreement Termination

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

- A. By either party by giving 30 days written notice to the other party stating the reasons for termination and the effective date.
- B. By either party with 30 days written notice upon the failure of either party to carry out the terms and conditions of this Agreement.
- C. Immediately if the Grantee or an official of the Grantee or an owner is convicted of any activity referenced in Part 2 Section I.
- D. Immediately if the Grantee, as determined by the State:
 1. Endangers the value, integrity, or security of any facility, data, or personnel; or,
 2. Engages in any conduct that may expose the State to liability.
- E. Immediately by mutual agreement of both parties.
- F. Further, this Agreement may be terminated or modified immediately upon a finding by the Department in accordance with MCL 333.2235.

VI. Stop Work Order

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

VII. Final Reporting upon Termination

Should this Agreement be terminated by either party, within 30 days after the termination, the Grantee must return all State and federal data and provide the

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

VIII. Severability

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

IX. Amendments

- A. Except as otherwise provided, any changes to this Agreement will be valid only if made in writing and accepted by all parties to this Agreement.

In the event that circumstances occur that are not reasonably foreseeable, or are beyond the Grantee's or Department's control, which reduce or otherwise interfere with the Grantee's or Department's ability to provide or maintain specified services or operational procedures, immediate written notification must be provided to the other party. Any change proposed by the Grantee which would affect the state funding of any project, in whole or in part as provided in Part 1, Section 3.C. of the Agreement, must be submitted in writing to the Department for approval immediately upon determining the need for such change. The proposed change may be implemented upon receipt of written notification from the Department.

- B. Except as otherwise provided, amendments to this Agreement will be made within thirty days after receipt and approval of a change proposed by the Grantee.

Amendments of a routine nature including applicable changes in budget categories, modified indirect rates, and similar conditions which do not modify the Agreement scope, amount of funding to be provided by the Department or, the total amount of the budget may be submitted by the Grantee, in writing, at any time prior to May 1. The Department will provide a written response.

All amendments must be submitted to the Department within three weeks of receipt through EGrAMS to assure the amendment can be executed prior to the end of the Agreement period.

X. Liability

The Grantee assumes all liability to third parties, including loss, or damage because of claims, demands, costs, or judgments arising out of activities, such as but not limited

to direct activity delivery, to be carried out by the Grantee in the performance of this Agreement, under the following conditions:

- A. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, by the Grantee, Grantee's subcontractors or anyone directly or indirectly employed by the Grantee in the performance of this Agreement shall be the responsibility of the Grantee, and not the responsibility of the Department. Nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Grantee or its employees by law.
- B. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Grantee and the Department in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the Grantee and the Department in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Grantee, the state, its agencies (the Department) or their employees, respectively, as provided by statute or court decisions.
- C. In the event of data and/or security breaches, the Grantee must:
 - 1. Cooperate with the Department in investigating the occurrence, making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the Department;
 - 2. In the case of unauthorized disclosure or breach of confidential information, at the Department's sole election, with approval and assistance from the Department, notify the affected individuals with comprised Personally Identifiable Information (PII) or Protected Health Information (PHI) as soon as practicable but no later than is required to comply with applicable law and provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than 24 months following the date of notification to such individuals;
 - 3. Perform or take any other actions required to comply with applicable law as a result of the occurrence, including pay for: any costs associated with the occurrence, any costs incurred by the Department in investigating and resolving the occurrence, and reasonable attorneys fees associated with such investigation and resolution.

XI. Waiver

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

Any clause or condition of this Agreement found to be an impediment to the intended and effective operation of this Agreement may be waived in writing by the Department

or the Grantee, upon presentation of written justification by the requesting party. Such waiver may be temporary or for the life of the Agreement and may affect any or all program elements covered by this Agreement.

XII. State of Michigan Agreement

This Agreement is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles. This grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles. Grantee waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Grantee must appoint an agent in Michigan to receive service of process.

XIII. Funding

- A. State funding for this Agreement will be provided from the applicable and available Department appropriations for the current fiscal year. The Department provided funds will be as stated in the approved Annual Budget - Attachment I Instructions for the Annual Budget, Attachment III, Program Specific Assurances and Requirements, and as outlined in Attachment IV, Funding/Reimbursement Matrix.
- B. The funding provided through the Department for this Agreement will not exceed the amount shown for each federal and state categorical program element except as adjusted by amendment. The Grantee must advise the Department in writing by May 1, if the amount of Department funding may not be used in its entirety or appears to be insufficient for any program element. ELPHS transfer requests between MDHHS, MDARD and MDEQ must also be requested in writing by May 1. All ELPHS required services must be maintained throughout the entire period of the Agreement.
- C. The Department may periodically redistribute funds between agencies during the Agreement period in order to ensure that funds are expended to meet the varying needs for services.

AA Attachments

A1 Attachment I - Instructions for the Annual Budget

[Attachment I - Instructions for the Annual Budget](#)

A2 Attachment III - Program Specific Assurances and Requirements

[Attachment III - Program Specific Assurances and Requirements](#)

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MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES
ATTACHMENT IV - Emerging Threats- Local Health Department - 2027
CONTRACT MANAGEMENT SECTION
Ionia County Health Department

Program Element/Funding Source (a)	MDHHS Source	Fed/St	Funding Amount	Reimbursement Method (b)	Performance Target Output Measurement	Total (c) Perform Expect	State (d) Funded Target Perform	State Funded Minimum Performance Percent Number (e)	Contractor / Subreceptient (f)
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Attachment IV Notes

[Attachment IV Notes](#)

Summary of Budget

PROGRAM / PROJECT Emerging Threats- Local Health Department - 2027 / Emerging Threats- Local Health Department - 2027			DATE PREPARED 6/19/2026		
CONTRACTOR NAME Ionia County Health Department			BUDGET PERIOD From : 10/1/2026 To : 9/30/2027		
MAILING ADDRESS (Number and Street) 100 Main ST			BUDGET AGREEMENT ☒ Original ☐ Amendment		AMENDMENT # 0
CITY Ionia	STATE MI	ZIP CODE 48846-1651	FEDERAL ID NUMBER 38-6004857		

	Category	Total	Amount
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SOURCE OF FUNDS

	Category	Total	Amount	Cash	Inkind
1	Fees and Collections - 1st and 2nd Party	0.00	0.00	0.00	0.00
2	Fees and Collections - 3rd Party	0.00	0.00	0.00	0.00
3	Federal or State (Non MDHHS)	0.00	0.00	0.00	0.00
4	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00
5	Federally Provided Vaccines	0.00	0.00	0.00	0.00
6	Federal Medicaid Outreach	0.00	0.00	0.00	0.00
7	Required Match - Local	0.00	0.00	0.00	0.00
8	Local Non-ELPHS	0.00	0.00	0.00	0.00
9	Local Non-ELPHS	0.00	0.00	0.00	0.00
10	Local Non-ELPHS	0.00	0.00	0.00	0.00
11	Other Non-ELPHS	0.00	0.00	0.00	0.00
12	MDHHS Non Comprehensive	0.00	0.00	0.00	0.00
13	MDHHS Comprehensive	0.00	0.00	0.00	0.00
14	MCH Funding	0.00	0.00	0.00	0.00
15	Local Funds - Other	0.00	0.00	0.00	0.00
16	Inkind Match	0.00	0.00	0.00	0.00
17	MDHHS Fixed Unit Rate	0.00	0.00	0.00	0.00
	TOTAL	0.00	0.00	0.00	0.00

Germain, Amanda

From: Ingersoll, Brenda
Sent: Thursday, June 18, 2026 9:34 AM
To: Germain, Amanda
Subject: FW: MDHHS Fiscal Year (FY) 2027 Project Allocations for Emerging Threats- Local Health Department - 2027

Could you please do the RFD for the Emerging Threats grant for 2027?

From: noreply@egrams-mi.net <noreply@egrams-mi.net>
Sent: Monday, June 15, 2026 3:14 PM
To: Ingersoll, Brenda <bingersoll@ioniacounty.org>
Cc: FSRMDHHS@michigan.gov
Subject: MDHHS Fiscal Year (FY) 2027 Project Allocations for Emerging Threats- Local Health Department - 2027

June, 15 2026

Brenda Ingersoll, Accountant
Ionia County Health Department
100 Main ST
Ionia, MI 48846 1651

Dear Brenda Ingersoll:

The following chart is a list of the Emerging Threats- Local Health Department - 2027 allocations for your Local Health Department (LHD) for funding administered by the Michigan Department of Health and Human Services (MDHHS) through the Agreement. These allocations are based on anticipated FY 2027 Appropriations for MDHHS and are subject to the availability of funds, MDHHS's Appropriation Act for FY 2027, MDHHS approval, and State Administrative Board approval.

Please complete the applications, including the budgets, for these projects and submit your applications through EGrAMS within **six weeks**. When each individual project application is completed, please have your Authorized Official submit it. This will facilitate timely processing of your agreement. If you are not able to submit your application within this time period, please contact your Grants Section team member, Carissa Reece, at reeceC@michigan.gov. All allocations must be budgeted and expended consistent with the requirements contained in the Agreement. The effective date for the executed agreement is based on the Grantee's signature or October 1, 2025, whichever is later.

Allocation Table

PROJECT TITLE	ALLOCATION AMOUNT
PFAS Response - American Anodco	2,698.00
PFAS Response - Ionia Belding	4,496.00
PFAS Response - North State Rd.	2,698.00
PFAS Response - PALO Site	2,698.00
TOTAL	12,590.00

Next Steps

**IONIA COUNTY COMMISSION ON AGING
REQUEST FOR DISCUSSION/ACTION**

Ionia County Commission on Aging requests BOC approval for oven replacement
procurement.
July 14, 2026

CONTACT:

Carol Hanulcik, Director

DESCRIPTION:

Our main oven is in need of replacement. The unit was purchased prior to 2011 (likely mid-1980s) and repairs on the unit are expensive and short-lived. We have put nearly \$2,700 into repairs in the last 2 years and have been advised by technicians that the unit should be replaced. As the oven continues to age, future repairs are likely to become more frequent, more expensive, and may require additional modifications as original parts are becoming obsolete.

Our preferred vendor for the purchase is HPS which is able to provide delivery, required additional parts, installation and removal of old unit.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

FINANCIAL ANALYSIS:

ICCOA has fund balance which can be used to purchase the new oven.

LEGAL REVIEW:

[Click here to enter text.](#)

DEADLINE:

[Click here to enter text.](#)

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

I move to approve the request of the ICCOA Director, to approve the agency's purchase of a new oven from HPS.

DEPARTMENT HEAD RECOMMENDATION:

I recommend approval. We have delayed this purchase for some time until our new Nutrition Program Director was on board and time is of the essence to avoid additional repair costs.

ADMINISTRATOR'S RECOMMENDATION:

Administrator Recommends Approval of this Request

	HPS	Restaurantsupply.com	KaTom
Oven - Blodgett (Middleby)			
ZEPH-100-G DBL	12,693.57	12,350.00	10,992.78
extra parts (required)	576.32	not available	not available
installation/removal of old unit	1,700.00	not available	not available
delivery inside building	included in freight	not available	not available
freight	425.00	150.00	150.00
	\$ 15,394.89	\$ 12,500.00	\$ 11,142.78
<i>Estimated cost of addtl services/parts</i>		2,576.00	2,576.00
		\$ 15,076.00	\$ 13,718.78

Restaurantsupply.com

Freight is delivery to street-level only, will not move inside, provide installation, supply required additional parts or removal of old oven

KaTom

Freight is delivery to street-level only, will not move inside, provide installation, supply required additional parts or removal of old oven

Furniture, Finishes & Equipment

Phone: (800) 632-4572 | Fax: (269) 795-1189



06/19/2026

135123

Quote

To: Ionia County COA #1194

Carol Hanulcik

115 Hudson St

Ionia, MI 48846-

616-527-5365 (Contact)

chanulcik@ioniacounty.org

From: HPS

Nikol Newton

3275 N M-37 Highway

Middleville, MI 49333-0247

(800) 632-4572 (Contact)

nnewton@hpsgpo.com

Project: Ionia County COA

Convection Oven

DUE TO INCREASE IN DELIVERY DAMAGE, PLEASE READ IMPORTANT
INFORMATION ABOUT YOUR DELIVERY AT BOTTOM OF QUOTE.

Item	Qty	Description	Net	Net Total
1	1 ea	CONVECTION OVEN, GAS Blodgett (Middleby) ZEPH-100-G DBL Zephaire Convection Oven, gas, double-deck, standard depth, capacity (5) 18" x 26" pans per compartment, (SSI-M) solid state infinite controls with 60 min. manual timer, two speed fan, flue connector, dependent glass doors, interior light, stainless steel front, sides & top, 6" stainless steel legs, 100,000 BTU, ETL, NSF	\$12,693.57	\$12,693.57
	1 ea	2 year parts, 2 year labor and 1 additional year door warranty (parts only), standard		
	1 ea	Natural gas		
	1 ea	(2) 115v/60/1-ph, 6.0 amps, 2-wire with ground, cord & plug, 1/2 hp, standard		
	1 ea	SSI-M Top Oven: Solid State infinite control with 60 min. manual timer		
	1 ea	SSI-M Bottom Oven: Solid State infinite control with 60 min. manual timer		
	1 ea	Draft diverter, stainless steel, standard		
	1 st	6" plate casters (set)	\$199.32	\$199.32
	1 ea	Gas manifold for double ovens	\$202.15	\$202.15
	1 ea	T&S Brass HG-2D-48S Safe-T-Link Gas Connector Hose, 3/4" connection, 48" hose, stainless steel braiding with extruded coating, (2) Swivelink fittings, (2) 90° elbows, 215,000 BTU/ hr minium flow capacity	\$174.85	\$174.85

Item	Qty	Description	Net	Net Total
	1 ea	FREIGHT Estimated cost of freight to ship oven and gas hose kit to installer.	\$425.00	\$425.00
	1 ea	Midwest INSTALLATION To include receive, inspect, deliver, uncrate, set-in place, and final hook-ups to existing utilities of (1) double deck gas oven and gas hose kit. Includes removal/disposal of existing Vulcan oven. Does not include stair carry. To be done during normal business hours and in one trip. Utility upgrades done by others if needed.	\$1,700.00	\$1,700.00
Total				\$15,394.89

Thank you for the opportunity to quote the above item(s). If you have any questions, need more information or would like to place an order, please call me at the HPS office.

*Invoices paid with credit card are subject to a 3% processing fee**

Pricing does not include freight charges unless noted otherwise.

LIMITED ACCESS FEE & FUEL SURCHARGES MAY APPLY.

* PRICING SUBJECT TO MANUFACTURE'S PRICE INCREASES.

Please verify all Dimensions and any Voltage & Phase or Gas types before placing an order. Verify equipment will fit through all doorways and sufficient turning room exists at all points along route to final destination inside building.

Important Information about your Delivery!

You are responsible for:

- Removing the shipment from the truck
- Bringing it into your location
- Noting damaged or missing items on the carrier's delivery receipt

Upon inspection, if any piece of the shipment is damaged or missing:

- Note it clearly on the delivery receipt before signing (ie - "missing 3 pieces", "holes in packaging", "multiple dents on table", etc).
- Keep your copy of the delivery receipt
- Contact us within 1 business day
- Keep the damaged packing materials for inspection
- Take pictures of the damaged items and packaging

If you do not make note of these issues in any way on the delivery receipt, we *cannot* guarantee any compensation for damaged or missing items. By signing your name on the delivery receipt without declaring these exceptions, you are stating that you have received your shipment in acceptable condition.

PRICE INCREASES / AVAILABILITY / LEAD TIMES

This quote is based upon the manufacturer's current published price list.

Freight delays and/or periodic shortages of raw materials and parts due to the worldwide pandemic may result in extended lead times and increased cost after your order is placed, which is out of our control.

HPS cannot be held responsible for any manufacturer cost increases or production delays to orders. We will communicate with you as soon as we are notified should any changes occur.

Nikol Newton
HPS Customer Service
800-632-4572
nnewton@hpsnet.com

Acceptance: _____ Date: _____
Printed Name: _____



Ship To:

Ionia County Commission on Aging
115 Hudson St
Ionia, MI 48846
jurban@ioniacounty.org

From:

James Bourbeau
Restaurant Supply, LLC
13031 US Hwy 19 N
Clearwater, FL 33764
860-936-9742
james@restaurantsupply.com

Job Reference Number: 69525

We are pleased to quote you the following:

Item	Qty	Description	Sell	Sell Total
1	1 ea	CONVECTION OVEN, GAS  Blodgett (Middleby) Model No. ZEPH-100-G DBL Zephair Convection Oven, gas, double-deck, standard depth, capacity (5) 18" x 26" pans per compartment, (SSI-M) solid state infinite controls with 60 min. manual timer, two speed fan, flue connector, dependent glass doors, interior light, stainless steel front, sides & top, 6" stainless steel legs, 100,000 BTU, ETL, NSF	\$12,350.00	\$12,350.00
	1 ea	2 year parts, 2 year labor and 1 additional year door warranty (parts only), standard		
	1 ea	Gas type to be determined		
	1 ea	(2) 115v/60/1-ph, 6.0 amps, 2-wire with ground, cord & plug, 1/2 hp, standard		
	1 ea	SSI-M Top Oven: Solid State infinite control with 60 min. manual timer		
	1 ea	SSI-M Bottom Oven: Solid State infinite control with 60 min. manual timer		
	1 ea	Draft diverter, stainless steel, standard		
	1 st	6" legs, adjustable, stainless steel (set), standard		
ITEM TOTAL:				\$12,350.00
2	1 ea	DELIVERY OPTIONS RestaurantSupply.com Model No. LIFT GATE SERVICE Lift gate service; driver will bring items from truck to ground level. Customer is still responsible for bringing items inside and setting in place.	\$150.00	\$150.00
ITEM TOTAL:				\$150.00
Total				\$12,500.00

*****INSTALLATION TO BE DONE BY OTHERS*****

*****FREE FREIGHT*****

SALES TERMS AND CONDITIONS

This quotation is governed by the terms and conditions outlined in Restaurant Supply, LLC's Quotation Policy & Agreement (<https://www.restaurantssupply.com/quotation-policy-agreement>), Terms of Use (<https://www.restaurantssupply.com/terms-and-conditions>), and Privacy Policy (<https://www.restaurantssupply.com/privacy-policy>), which collectively establish the terms for all quotations, bids, and purchases of restaurant equipment and related services. Buyers are responsible for reviewing these policies before proceeding with any purchase. **IMPORTANT: Quotes expire within fifteen (15) business days from issuance.** This quotation is an offer, not an order confirmation; orders will not be processed without the Buyer's written acceptance. White glove service and inside delivery are not included unless explicitly stated as a separate line item. Delivery is curbside via a third-party carrier, and if the consignee lacks offloading equipment, a liftgate will be required for an additional fee. Installation is not included. All items must be inspected upon delivery, and any damaged shipments must be refused to qualify for a replacement. Lead times are estimates and subject to change. Prepayment is required, and credit card payments incur a 3% processing fee, unless otherwise specified in the quotation, sales offer, or contract. For full details, refer to the Quotation Policy & Agreement at <https://www.restaurantssupply.com/quotation-policy-agreement>.

Acceptance: _____ Date: _____

Printed Name: _____



ZEPHAIRE-100-G

**Full-Size, Standard Depth
Gas Convection Oven**



Shown on optional casters

OPTIONS AND ACCESSORIES

(AT ADDITIONAL CHARGE)

- **Legs, casters & stands**
 - ☐ 6" (152mm) seismic legs
 - ☐ 6" (152mm) casters
 - ☐ 4" (107mm) low profile casters
 - ☐ 25" (635mm) stainless steel stand w/rack guides
 - ☐ 29" (737mm) stainless steel, fully welded open stand with pan supports
- **Gas hose with quick disconnect and restraining device**
 - ☐ 48" (1219mm) hose
 - ☐ 36" (914mm) hose
- ☐ Extra oven racks
- ☐ SSD - solid state digital control with LED display, Cook & Hold and Pulse Plus®
- ☐ Gas manifold (for double sections)
- ☐ Stainless steel solid back panel
- ☐ Extended labor warranty

OPTIONS AND ACCESSORIES

(AT NO ADDITIONAL CHARGE)

- ☐ Solid stainless steel doors

Project _____

Item No. _____

Quantity _____

Standard depth baking compartment - accepts five 18" x 26" standard full-size baking pans in left-to-right positions
All data is shown per oven section, unless otherwise indicated.

Refer to operator manual specification chart for listed model names.

EXTERIOR CONSTRUCTION

- Full angle iron frame
- Stainless steel front, top, sides and legs
- Dual pane thermal glass windows encased in stainless steel door frames
- Powder coated door handle with simultaneous door operation
- Triple-mounted pressure lock door design with turnbuckle assembly
- Removable front control panel
- Solid mineral fiber insulation at top, back, sides and bottom

INTERIOR CONSTRUCTION

- Double-sided porcelainized baking compartment liner (14 gauge)
- Aluminized steel combustion chamber
- Dual inlet blower wheel
- Five chrome-plated racks, eleven rack positions with a minimum of 1-5/8" (41mm) spacing

OPERATION

- Dual Flow Gas system combines direct and indirect heat
- Electronic spark ignition control system
- Removable dual tube burners
- Pressure regulator and manual gas service cut-off valve located in front control area
- Air mixers with adjustable air shutters
- Solid state thermostat with temperature control range of 200°F (93°C) to 500°F (260°C)
- Two speed fan motor
- 1/2 horsepower blower motor with automatic thermal overload protection
- Control area cooling fan
- Interior oven lights

STANDARD FEATURES

- SSI-M - solid state infinite control with separate dials for thermostat and timer
- 25" (635mm) adjustable stainless steel legs (for single units)
- 6" (152mm) adjustable stainless steel legs (for double sections)
- Draft diverter or draft hood for venting (select one)
- Porcelainized oven liner
- Two year parts and two year labor oven warranty*
- Three year limited oven door warranty*

** For all international markets, contact your local distributor.*

NOTE: The company reserves the right to make substitutions of components without prior notice



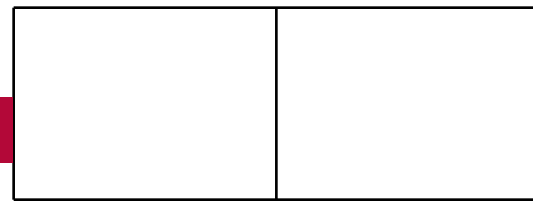
ZEPHAIRE-100-G

www.blodgett.com

42 Allen Martin Drive, Essex Junction, VT 05452
Phone: (802) 658-6600 | Fax: (802) 864-0183

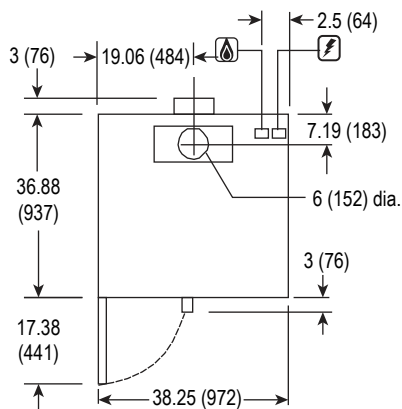


ZEPHAIRE-100-G

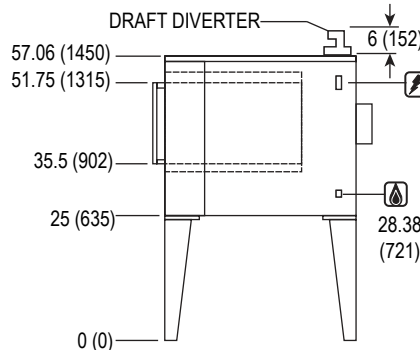


APPROVAL/STAMP

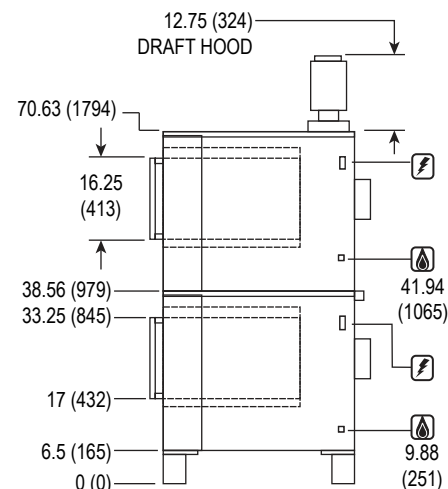
DIMENSIONS ARE IN INCHES (MM)



TOP VIEW



SINGLE



DOUBLE

SHORT FORM SPECIFICATIONS Provide Blodgett full-size convection oven model ZEPHAIRE-100-G, (single/double) compartment. Each compartment shall have porcelainized steel liner and shall accept five 18" x 26" standard full-size bake pans in left to right positions. Doors shall have dual pane thermal glass windows with single powder coated handle and simultaneous operation. Unit shall be gas heated with electronic spark ignition and shall cook by means of a dual-flow system combining direct and indirect heat. Air in baking chamber distributed by dual inlet blower wheel powered by a two speed, 1/2 HP motor with thermal Overload protection. Each chamber shall be fitted with five chrome-plated removable racks. Control panel shall be recessed with Cook/Cool Down mode selector, solid state infinite control with separate dials for thermostat and timer. Provide options and accessories as indicated.

DIMENSIONS

Floor space	38-1/4" (972mm) W x 36-7/8" (936mm) L
Interior	29" (737mm) W x 20" (508mm) H x 24-1/4" (616mm) D
If oven is on casters	
Single	Add 4-1/2" (114mm) to height
Double	Height dimensions remain the same
Double Low Profile	Subtract 2.5" (64mm) from all height dimensions

PRODUCT CLEARANCE

From combustible and non-combustible construction

Oven sides	2" (13 mm)
Oven back	0" (0 mm)

MINIMUM ENTRY CLEARANCE

Uncrated	32-1/16" (814mm)
Crated	37-1/2" (953mm)

SHIPPING INFORMATION

Approx. Weight

Single	535 lbs. (243 kg)
Double	1070 lbs. (485 kg)

Crate Size

37-1/2" (952mm) x 43-1/2" (1105mm) x 51-3/4" (1315mm)
(2 crates required for double)

GAS SUPPLY (per section)

3/4" NPT

Inlet Pressure

Natural Gas	7.0" W.C. min. – 10.5" W.C. max.
Propane	10.5" W.C. min. – 13.0" W.C. max.

Manifold Pressure

Natural Gas	3.5" W.C.
Propane	10" W.C.

MAXIMUM INPUT

50,000 BTU/hr per oven section

POWER SUPPLY

115 VAC, 1 phase, 6 Amp, 60 Hz., 2-wire with ground, 1/2 H.P., 2 speed motor, 1120 and 1710 RPM

6' (1.8m) electric cord set furnished.

Sales Quote**Sales Quote Number: 885068**

KaTom Restaurant Supply, Inc.
305 Katom Dr.
KODAK, TN 37764

Page: 1

Sales Quote Date: 7/1/2026	Due Date 7/1/2026	Ship Date 7/1/2026
Customer ID 1950487	Contact Joanna Urban	SalesPerson Jackson Whillock
Cust. Phone (616) 527-5372	Cust. Fax	Quote Expires: 7/6/2026
jurban@ioniacounty.org		

Sell

To: Ionia County Commission on Aging
Joanna Urban
115 Hudson St
IONIA, MI 48846
USA

Ship

To: Ionia County Commission on Aging
Joanna Urban
115 Hudson St
IONIA, MI 48846
USA

Terms CREDIT CARD	Ext Doc No.	Your Reference	Ship Via	Loc Code KODAK	Loc Phone	Loc Fax
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Blueprint

<u>No.</u>	<u>Number</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
	015-ZEPH1GDBLMNG	ZEPH-100-GDBL (M) NG (NOMOD) CONVECTION OVEN DBL STD (5)-18X26 SSI-M Free Shipping to Customer	1	EA	10,992.78	10,992.78
	381-28161S	Must Ship LTL 28-161S PLATE CASTER TRIANGLE UNVRSL Quote Requested by Joanna Urban Lift Gate Required	1	ST 4	157.78	157.78

Website: katom.com **Phone: (800) 541-8683** **Fax: (800) 821-9130**

This office will follow up with you within 24 hours to ensure you received this quotation. Quotation must be signed below to be official.

Submitted by: _____ **Accepted by:** _____

Subtotal: 11150.56
S, H, & I: 55.00
Total Sales Tax: 669.03
Total: 11874.59

Federal and/or State tax laws may apply at the time of invoicing.

BY PLACING YOUR ORDER, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY KATOM'S POLICIES AND PROCEDURES STANDARD TERMS AND CONDITIONS, POLICIES AND PROCEDURES, INCLUDING BUT NOT LIMITED TO THE KATOM PRIVACY POLICY, RETURN POLICY, SHIPPING POLICY, AND TERMS AND CONDITIONS (WHICH INCLUDE DISCLAIMERS AND LIMITATIONS OF KATOM'S LIABILITY, AS WELL AS A PROVISION WHEREBY YOU AGREE TO ARBITRATE ALL DISPUTES), LOCATED AT WWW.KATOM.COM/POLICY (COLLECTIVELY, THE "TERMS"). PLEASE CALL 1-800-541-8683 TO OBTAIN A PHYSICAL OR E-MAIL COPY OF THE TERMS. THE TERMS ARE ALSO AVAILABLE BY SCANNING THE QR CODE IN THE BOTTOM RIGHTHAND CORNER OF THIS QUOTE WITH THE CAMERA OF YOUR MOBILE DEVICE. IF YOU DO NOT AGREE TO BE BOUND BY ALL PROVISIONS OF THE TERMS, YOU MUST NOTIFY KATOM WITHIN TEN (10) DAYS OF RECEIPT OF THIS QUOTE AND IMMEDIATELY REJECT AND RETURN ALL GOODS TO KATOM. YOUR USE OF THE GOODS, OR YOUR FAILURE TO REJECT AND RETURN THE GOODS TO KATOM WITHIN TEN (10) DAYS, SHALL CONSTITUTE ACCEPTANCE OF ALL TERMS.



Ionia County

2027 Budget Calendar

July 14, 2026	Board Adoption of 2027 Budget Calendar
July 21, 2026	Initial budget material distributed to Departments
Aug 14, 2026	Departmental Concerns and Pressures due Departmental Capital Budget Requests due Funding Requests from Agencies due
Aug 15- Sept 14	Administrator/Finance Director formulates Budget Recommendation Budget Meetings with Departments
Sept 15, 2026	Initial Budget Proposal due to Departments
Sept 15, 2026	Recommendation due to Board of Commissioners
Sep 22- Oct 27 2026	Board Budget Sessions
November 3, 2026	Publication of Budget Hearing Notice
November 10, 2026	Public Hearing and Adoption of General Appropriations Act
January 1, 2027	Effective date of General Appropriations Act