

1. Agenda

WASHTENAW COUNTY
BOARD OF COMMISSIONERS
Ways and Means Committee
Administration Building - Board Room
220 N. Main Street
Ann Arbor, Michigan
[WASHTENAW COUNTY WEBSITE](#)

2. Roll Call

3. Citizen Participation

4. Commissioner Follow-Up To Citizen Participation

5. New Business

5.I. A. Public Safety And Justice

1. Sheriff's Department

a. Create Millage Supported SURE Program Coordinator Position

- To create a 1.0 FTE SURE Program Coordinator position

- In 2016, the Sheriff's Office and Trial Court, through collaboration, created the SURE program
- SURE stands for "Sisters United, Resilient and Empowered"
- The main focus of this program is families with children who are involved in the juvenile justice system and aims to help those families navigate the system and reduce the likelihood of future involvement with the courts
- The past and continued successes of the program show the need to expand to better serve the community

- Currently the SURE program is facilitated by a part time employee who serves 10 to 15 mothers. On average, each participating mother has 3 children
- This proposed expansion would create one full-time employee and increase the number of participating families up to a maximum of 60 mothers and upwards of 180 children.
- Additionally, the expansion will enable the deployment of neighborhood based groups versus one centrally located group.
- Through use of the 2017 mental health and police services millage, the Sheriff's Office has been working to formalize re-entry and diversion services for community members
- The proposed SURE expansion is an integral part of the overall diversion plan of the Sheriff's Office

- Create the following 1.0 FTE:
 - 1.0 FTE SURE Mom Group Coordinator
 - Group 8100, Grade 28
 - Salary Range: \$43,027- \$61,671

- There will be no impact on the County General Fund. The funds needed to create and sustain the SURE Program Coordinator position will come from the Police Services Millage funds and the Trial Court's Child Care Fund
- Additional financial support may be acquired from WISD

RECOMMENDATION: APPROVAL

b. Reclassify Lieutenant to Captain

- To ratify the reclassification of one Lieutenant position
- To a Captain position

- In November 2017, the residents of Washtenaw County passed a dedicated millage for mental health services and police services
- As part of these millage funds, the Sheriff's Office will formalize re-entry and diversion services for community members who are leaving the criminal system.
- As part of the diversion and re-entry effort, there will be increased responsibility and demands on the Police Services command structure to ensure operational needs and support are met

- The Police Services Captain will provide administrative, supervisory, and operational support to the Police Services Commander enabling the Commander to take on more responsibility around the diversion and re-entry initiative
- The Police Services Captain will also be responsible for overseeing training for personnel and imparting their deep involvement with re-entry and diversion work to new deputies and other Police Services staff.

- Eliminate the following 1.0 FTE:
 - 1.0 FTE Lieutenant
 - Group 8000, Grade 63
 - Salary Range: \$82,225

- Create the following 1.0 FTE:
 - 1.0 FTE Captain
 - Group 8100, Grade 65
 - Salary Range:\$64,235 - \$96,996

- There will be no impact on County General Fund. The difference in pay between the Lieutenant and Captain positions will be paid out of the PS Millage funds.

RECOMMENDATION: APPROVAL

2. Public Defender

a. 2019-2020 Michigan Indigent Defense Commission (MIDC) Annual Compliance Plan, and Washtenaw County Indigent Public Defense Budget, Position Creations

- Ratifying the electronic submission
- To the Michigan Indigent Defense Commission
- For the period of October 1, 2019 through September 30, 2020

- To provide indigent defense services and effective assistance of counsel to indigent adults in compliance with the minimum standards established by the MIDC
- To provide indigent defense services to indigent juvenile youth within Washtenaw County

- Approving the 2019/20 Budget in the amount of \$7,379,024
- Includes the following revenues:
 - State Revenue – \$4,087,939
 - General Fund Appropriation – \$3,291,085
- This budget includes increased state grant revenues for MIDC program enhancements
- Create the following 2.0 FTE:
 - 1.0 FTE Assigned Council Administrator
 - Group 4100, Grade 32

Salary Range: \$63,924 – \$94,625
- 1.0 FTE Public Defender Investigator
Group 4100, Grade 30
Salary Range: \$53,168 – \$75,675

- For a net increase of 2.0 FTE

RECOMMENDATION: APPROVAL

Documents:

[A1A SURE EXPANSION - PROGRAM COORDINATOR.PDF](#)
[A1B LIEUTENANT TO CAPTAIN RECLASSIFICATION.PDF](#)
[A2A 2019-2020 MIDC ANNUAL BUDGET.PDF](#)

5.II. B. Health

1. Health Department

a. 2019/2020 Comprehensive Agreement, Health Department Budget, and Position Creations and Reclassifications

- Authorizing the signature of the County Administrator
- To the Michigan Department of Health & Human Services
- For the period of October 1, 2019 through September 30, 2020

- Approving the 2019/2020 Budget in the amount of \$15,172,202

- This budget includes the following revenues:

- General Fund Appropriation — \$4,676,880
- Licenses & Permits — \$2,012,666
- Federal Revenue — \$4,315,179
- State Revenue — \$1,862,396
- Local Revenue — \$995,016
- Fees & Services — \$561,495
- Other Revenue & Reimbursements — \$608,570
- In-Kind Contributions — \$140,000
- Transfers In — \$4,676,880

- Approving the following position eliminations and creations

- There is no net change in the number of positions

- The following elimination and creations are a reclassification of currently filled positions

- Eliminate the following 3.0 FTE:

- 3.0 FTE Health Educator I/II/III
Group 1000 Grade 20/22/24
Salary Range:\$40,155 - \$60,650

- Create the following 3.0 FTE:

- 3.0 FTE Health Education Coordinator
Group 1000 Grade 25
Salary Range: \$48,287 - \$63,082

- Included in the plan is the use of 21 Part-time, Temporary Community Health Advocate employees

RECOMMENDATION: APPROVAL

2. Community Mental Health

a. 2018/19 Community Mental Health Budget Adjustment

- Approving the budget adjustment
- For the period of October 1, 2018 through September 30, 2019

- To adjust the previously adopted 2018/2019 Community Mental Health Budget to reflect the changes and projected final outcomes for WCCMH in FY 2019
- For the provision of services to eligible Washtenaw County residents with developmental disabilities, serious mental illness, co-occurring serious mental illness and substance abuse conditions, and to children with serious emotional disturbances

- Approves the budget adjustment in the amount of \$384,821
- Original Budget: \$88,532,713
- Amended Budget: \$88,917,534
- The budget reflects the \$384,795 transfer in from the County General Fund to resolve the FY 2018 CMH deficit in accordance with the deficit elimination plan approved via Board resolution #19-108

RECOMMENDATION: APPROVAL

b. 2019/20 Community Mental Health Budget

- Approving the budget
- For the period of October 1, 2019 through September 30, 2020
- Authorizing the County Administrator to approve the service agreement with Washtenaw County Community Mental Health (WCCMH), the Community Mental Health Partnership of Southeast Michigan (CMHPSM), and the Michigan Department of Health and Human Services (MDHHS)
- Approving the position creation and elimination

- For the provision of services to eligible Washtenaw County residents with developmental disabilities, serious mental illness, co-occurring serious mental illness and substance abuse conditions, and to children with serious emotional disturbances

- Approves the budget in the amount of \$84,310,386
- Includes the following revenues:
 - Federal Revenue – \$117,636
 - State Revenue – \$79,466,846
 - Local Revenue – \$808,027
 - Fees & Services – \$795,000
 - Other Revenue & Reimbursements – \$1,429,605
 - County General Fund – \$1,693,272
- The County satisfies the required mental health support requirement via an annual appropriation to the regional CMHPSM. These funds are used to locally match state and federal funding sources
- County General Fund support in this manner totals \$1,693,272
- \$1,528,080 is appropriated annually to fulfill the match requirements of WCCMH
- \$165,172 to support mental health services in the jail
- In addition to the above GF support, this budget assumes the County General Fund absorbs the entire CMH CAP for FY 2020
- This budget also uses assumptions for the Medicaid capitation rate as FY 2020 rates were not available during budget development

- There is no net change in the number of positions
- This is a reclassification of a currently filled position

- Eliminate the following 1.0 FTE:
 - 1.0 FTE Mental Health Professional
Group 1000 Grade 23
Salary Range: \$44,765 - \$58,294

- Create the following 1.0 FTE:
 - 1.0 FTE Service Coordinator
Group 1000 Grade 26
Salary Range: \$50,111 - \$65,590

RECOMMENDATION: NOT TO APPROVE

Documents:

[B1A 2019-20 HEALTH DEPARTMENT BUDGET.PDF](#)
[B2A WCCMH FY19 FINAL BUDGET AMENDMENT.PDF](#)
[B2B WCCMH FY20 BUDGET.PDF](#)

5.III. C. Support Services

1. Risk Management

a. Insurance Renewals

- Accepting quotes for insurance coverage
- For the period of October 1, 2019 to October 1, 2020
- In the amount of \$ 1,122,523

- To provide coverage for (1) property and boiler and machinery, (2), general liability, law enforcement liability, public officials liability, and auto liability, (3) crime, (4) fiduciary liability, (5) lawyers professional, (6) judicial liability, (7) medical professional, (8) excess crime and (9) Liquor Liability.
- Costs will be included in the 2020-21 Reaffirmed Budget

- Last year's insurance costs were \$1,062,697
- There were no changes in coverage from last year to this year

- Selects Arthur J. Gallagher Insurance Agency as the Insurance Agency for the County
- Approving the following insurance carriers: Chubb Insurance Company, Genesis Insurance Company, Great American Insurance Company, Underwriters at Lloyd's, London, Hudson Insurance Company, Travelers Casualty & Surety Co of America, and Illinois Union Insurance Company

RECOMMENDATION: APPROVAL

Documents:

[C1A INSURANCE RENEWALS 2019-20.PDF](#)

6. Report Of The Administrator
7. Report Of The Chair Of Ways And Means
8. Report Of The Chair Of The Board
9. Items For Current/Future Discussion

10. Pending

11. Adjournment

Next Ways & Means Meeting

[September 18, 2019]

Board Room

220 N. Main Street

Ann Arbor, MI 48104

6:30 p.m.



COUNTY ADMINISTRATOR
220 NORTH MAIN STREET, P.O. BOX 8645
ANN ARBOR, MICHIGAN 48107-8645
(734) 222-6850
FAX (734) 222-6715

TO: Katie Scott
Chair, Ways & Means Committee

THROUGH: Gregory Dill
County Administrator

FROM: Jerry L. Clayton
Sheriff

DATE: September 4, 2019

SUBJECT: Create Millage Supported SURE Program Coordinator Position

BOARD ACTION REQUESTED:

It is requested the Board of Commissioners create a 1.0 FTE SURE Program Coordinator position.

BACKGROUND:

Starting in 2016, a partnership between the Sheriff's Office and Trial Court began that focused on families with children who were involved in the juvenile justice system. The idea was to help families in a multitude of ways so that they could successfully navigate the system and reduce the likelihood of future involvement within the courts. The partnership developed into a support group for moms called "SURE." SURE stands for Sisters United, Resilient and Empowered. The success of the program has prompted a request for expanded services as part of the Sheriff's Office overall diversion strategy. Currently, SURE is facilitated by a part time employee, serving 10 to 15 families.

In November 2017, the residents of Washtenaw County passed a dedicated millage for mental health and police services. As part of these millage funds, the Sheriff's Office has been working to formalize re-entry and diversion services for community members who come into contact with the criminal justice system. The proposed SURE expansion is an integral part of the overall diversion plan of the Sheriff's Office.

DISCUSSION:

The SURE Moms group has had great success in working with families in a number of ways. Moms are getting the support to become better mothers, deal with their own trauma or other issues, assist their children in dealing with behavioral health issues, and

help themselves and other families take more of an active role in juvenile court requirements. Additionally, SURE has worked well with the problem-oriented approach of our road patrol officers. Several deputies have participated in groups since its inception. Participation has fostered better relationships between deputies and families, helped to de-escalate a number of serious community problems, and ultimately helped to build community trust. SURE has become an invaluable component to the Sheriff's Office overall mission. The group is unique as it is integrated with law enforcement, juvenile justice and community mental health.

Currently, the group is made of up of 10 to 15 mothers. On average, each participating mother has 3 children. This proposed expansion would create one full-time employee and increase the number of participating families up to a maximum of 60 mothers. This would also increase the number of children impacted from roughly 30 in its current capacity to upwards of 180 once the expansion is complete. Additionally, the expansion will enable the deployment of neighborhood based groups versus one centrally located group.

Why SURE is unique:

- Integration of law enforcement, juvenile justice system, and community mental health.
- Due to this unique connection, SURE is helping to facilitate systems change in the courts, with road patrol, and mental health services.
- Focused on the root causes of "juvenile troubles" through family system intervention. Specifically, focusing on mothers as a way to impact the entire family system.
- SURE has become a diversion program for mothers who otherwise may have additional court sanctions imposed.
- SURE has become the place for moms to go when there are early signs that they may be starting to "lose control" of their children. It's the alternative to court involvement.

Strategies:

- Provide support and advocacy
- Introduce effective parenting, coping, and self-advocacy skills
- Address traumatic life experiences
- Instill effective decision-making skills
- Actively engage, support, encourage, and motivate

Outcomes:

- Improve family dynamics
- Improved relationship with local law enforcement
- Develop healthy domestic relationships
- Connect to relevant community resources
- Address grief, loss, and trauma
- Become more aware of negative self-talk

- Improved parenting practices
- Improved advocacy & community awareness

Focus Areas:

1. **Support:** Provide a supportive and trusting environment for mothers to deal with the difficulties they are facing
2. **Motivation:** Foster a positive peer culture where mothers motivate one another
3. **Trauma:** Provide services to deal with the trauma that they and their children are living with
4. **Education:** Provide opportunities for continuous education around parenting, trauma, resources, etc...
5. **Advocacy:** Advocate for and with moms
6. **Leadership:** Provide opportunities for moms to share their voice and serve in leadership roles

IMPACT ON HUMAN RESOURCES:

PCN	Position Title	Employee Group	Grade	Create	Eliminate
2807-0001+	SURE Program Coordinator	8100	28	1.0	

+ Millage funded through 2026

IMPACT ON BUDGET:

No impact on County General Fund. The funds needed to create and sustain the SURE Program Coordinator position will come from Police Service Millage funds. Additional financial support from the Trial Court's Child Care Fund. The WCSO is also in communication with WISD about some financial support as well.

IMPACT ON INDIRECT COSTS:

None.

IMPACT ON OTHER COUNTY DEPARTMENTS OR OUTSIDE AGENCIES:

The Washtenaw County Sheriff's Office Diversion Initiative works with a wide range of collaborative partners. Through these partnerships they provide offender assessments, additional programming, personalized services, and discharge planning for individuals returning to this community from the Washtenaw County Jail. In coordination with Community Mental Health, Dawn Farm, Home of New Vision, Washtenaw Intermediate School District, Washtenaw County Community College, Ann Arbor Public Schools, Circuit Court Judges, MDOC Probation, District Court Judges: 14A1, 14A2, 14A3, 14A4, 14B and 15, all District Court Probation Officers, Prosecutor's Office, Public Defender's Office, Family Court, Department of Human Services, Sobriety Court, Veteran's Court, Drug Court, Mental Health Court, Domestic Violence Grant, Washtenaw County Cognitive Therapy services program (KPEP), and MDOC Probation Residential Substance Abuse Treatment services, the Washtenaw County Sheriff's Office provides

comprehensive support services to those engaging with the criminal justice system at all levels. From initial contact and diversion to housing of individuals within our jail and helping them reenter our community upon release. These individuals are consumers and clients of all previously mentioned agencies. The ability to identify, address, and coordinate diversion strategies prior to incarceration and release plans prior to someone leaving the jail supports the community work (effort) required by all community partners who serve as the community safety net.

CONFORMITY TO COUNTY POLICIES:

Conforms to County Policies

ATTACHMENTS/APPENDICES:

Job Description

A RESOLUTION CREATING A SURE MOMS GROUP COORDINATOR.

WASHTENAW COUNTY BOARD OF COMMISSIONERS

September 04, 2019

WHEREAS, the Washtenaw County Sheriff's Office and Washtenaw County have diligently maintained efforts to better serve the citizens of Washtenaw County; and

WHEREAS, the Sheriff's Office wishes to further enhance its delivery of diversion services to the community, within the realm of problem oriented policing; and

WHEREAS, the Mental Health and Police Services Millage was passed in November 2017 and funding will go to create 1.0 FTE SURE Program Coordinator; and

WHEREAS, this position will be part of the SURE Moms Group expansion; and

WHEREAS, the SURE Moms group is a program serving moms in the community with children involved with the juvenile justice system and working to address the root causes of juvenile issues through family system intervention; and

WHEREAS, this matter has been reviewed by the County Administrator's Office, the Finance Department, Human resources, Corporation Counsel, and the Ways and Means Committee;

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners hereby creates the SURE Program Coordinator position.

PCN	Position Title	Employee Group	Grade	Create	Eliminate
2807-0001+	SURE Program Coordinator	8100	28	1.0	

+ Millage funded through 2026

BE IT FURTHER RESOLVED that the Board of Commissioners will amend the budget, as attached hereto and made a part hereof;

ORG 10103104 – 2019 – Fill in October

REVENUE	Original		Revised	Variance
Transfers In	\$ 6,200,000		\$ 6,200,000	\$ -
Total	\$ 6,200,000		\$ 6,200,000	\$ -
EXPENDITURE				
Personal Services	\$ 2,501,348		\$ 2,520,459	\$ 19,111
Supplies	\$ -		\$ -	\$ -
Other Services	\$ -		\$ -	\$ -
Transfers Out	\$ 3,700,000		\$ 3,680,889	\$ (19,111)
Total	\$ 6,201,348		\$ 6,201,348	\$ -

ORG 10103104 - 2020

REVENUE	Original		Revised		Variance
Transfers In	\$ 6,565,388		\$ 6,565,388		\$ -
Total	\$ 6,565,388		\$ 6,565,388		\$ -
EXPENDITURE					
Personal Services	\$ 3,581,733		\$ 3,670,968		\$ 89,235
Supplies	\$ -		\$ -		\$ -
Other Services	\$ -		\$ -		\$ -
Transfers Out	\$ 2,983,655		\$ 2,894,420		\$ (89,235)
Total	\$ 6,565,388		\$ 6,565,388		\$ -

ORG 10103104 - 2021

REVENUE	Original		Revised		Variance
Transfers In	\$ 6,620,119		\$ 6,620,119		\$ -
Total	\$ 6,620,119		\$ 6,620,119		\$ -
EXPENDITURE					
Personal Services	\$ 3,121,709		\$ 3,216,086		\$ 94,377
Supplies	\$ -		\$ -		\$ -
Other Services	\$ -		\$ -		\$ -
Transfers Out	\$ 3,498,410		\$ 3,404,033		\$ (94,377)
Total	\$ 6,620,119		\$ 6,620,119		\$ -

ORG 10103104 - 2022

REVENUE	Original		Revised	Variance
Transfers In	\$ 6,724,921		\$ 6,724,921	\$ -
Total	\$ 6,724,921		\$ 6,724,921	\$ -
EXPENDITURE				
Personal Services	\$ 3,154,941		\$ 3,254,596	\$ 99,655
Supplies	\$ -		\$ -	\$ -
Other Services	\$ -		\$ -	\$ -
Transfers Out	\$ 3,569,980		\$ 3,470,325	\$ (99,655)
Total	\$ 6,724,921		\$ 6,724,921	\$ -

Washtenaw County

JOB DESCRIPTION

Job Code: 2807

Authorization: RES #

**Employee Group: Sheriff Non-Union
8100**

CLASS TITLE: SURE Program Coordinator

DEPARTMENT: Sheriff

FLSA STATUS: Exempt

JOB SUMMARY:

Under the supervision of a higher classified employee within the Community Engagement Division, this role serves as the program coordinator for the Sisters United Resilient & Empowered (SURE) program. This role is responsible for the promotion, development, implementation, and sustainability of the program. Oversees the recruitment of new members, development and implementation of program outcomes, run weekly group meetings, and works one-on-one with mothers of children who are either involved with the criminal justice system or at risk of entering the criminal justice system.

EXAMPLES OF DUTIES

Essential Duties:

- Performs a variety of outreach and recruitment activities through direct interaction with residents and community stakeholders.
- Develops and implements programs and projects to develop and further goals, leverage outside resources, and stimulate investment and quality of life improvements in Washtenaw County to meet communities identified needs.
- Provides initial screening and training of group members as well as ongoing oversight and supervision of team members.
- Assists members and clients in developing goals and priorities, identifying areas of strengths and weaknesses, and developing and implementing self-improvement strategies.
- Designs and implements evaluative tools to measure programs success.
- Monitors and evaluates program effectiveness in meeting established objectives; develops and implements procedural improvements; performs quality assurance reviews of local developers against performance standards and regulations.
- Processes various administrative records, and organizes and maintains records related to program participants.

- Researches and compiles a variety of information and data, analyzes alternatives and makes recommendations to implement policies and procedures.
- Supports program in developing, monitoring, and evaluating program services and activities, including researching and developing fund sources, preparation of grant and program proposal budgets and developing financial monitoring tools.
- Performs other related duties as required.

The above statements are intended to describe the general nature and level of work being performed by employees assigned this classification. They are not to be construed as an exhaustive list of all job duties performed by personnel so classified.

EMPLOYMENT QUALIFICATIONS

Knowledge, Skills, and Abilities:

- Understanding of the local communities we serve.
- Skill in goal setting, program development, identification and engagement of stakeholders, metric development, project management, reporting and project oversight.
- Practiced in community organizing with tools and processes.
- Basic principles of public administration, including the functions of elected and policy-making Boards and Commissions.
- Skill in working with street outreach methods.
- Knowledge of other programs/services available within the community.
- Ability to work with diverse populations.
- Performing effectively under stress; using sound, independent judgment within established policy and procedural guidelines.
- Interpersonal and communication skills (written, visual and oral), to interact effectively with individuals and community agencies.
- Establishing and maintaining effective working relationships with those contacted in the course of work.
- Operating standard office equipment, including a personal computer.

PHYSICAL DEMANDS

Duties require sufficient mobility to work in a normal office setting and use standard office equipment including computer, vision and read printed materials and VDT screen and hearing and speech sufficient to communication in person or over the telephone.

These requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodation.

EXPERIENCE

One (1) year of working with communities and engaging in issues and topics surrounding systemic changes and marginalized populations. At least three (3) years of experience using standard word-processing, spreadsheet, and database applications required.

EDUCATION

Equivalent to possession of a Bachelor's degree with major coursework in business, public administration, political science, planning, community development, social work, or closely related field.

This class description intends to identify the major duties and requirements of the job and should not be interpreted as all inclusive. Incumbents may be requested to perform job-related duties other than those outlined above and may be required to specific job-related knowledge for a successful job performance.



COUNTY ADMINISTRATOR
220 NORTH MAIN STREET, P.O. BOX 8645
ANN ARBOR, MICHIGAN 48107-8645
(734) 222-6850
FAX (734) 222-6715

TO: Katie Scott
Chair, Ways & Means Committee

THROUGH: Gregory Dill
County Administrator

FROM: Jerry L. Clayton
Sheriff

DATE: September 4, 2019

SUBJECT: Reclassify Lieutenant to Captain

BOARD ACTION REQUESTED:

It is requested the Board of Commissioner ratify the reclassification of one Lieutenant position to a Captain position.

BACKGROUND:

In November 2017, the residents of Washtenaw County passed a dedicated millage for mental health services and police services. As part of these millage funds, the Sheriff's Office will formalize re-entry and diversion services for community members who are leaving the criminal system, setting them up with services and programming as a path to remaining out of the criminal justice system.

As part of the diversion and re-entry effort, there will be increased responsibility and demands on the Police Services command structure to ensure operational needs and support are met while working toward a successful diversion program.

DISCUSSION:

Re-entry activities will be extensive, involving a wide variety of stakeholder organizations and impacting every area of the Sheriff's Office. The Police Services Captain will provide administrative, supervisory, and operational support to the Police Services Commander. This will enable the Police Services Commander to take on more responsibility around the diversion and re-entry initiative. The PS Captain will also be overseeing training for personnel and directly coordinate operational activities with other criminal justice and human service agencies. The PS Captain's deep involvement in re-entry and diversion work will ensure that new deputies and other Police Services staff

have a comprehensive understanding of the crucial role of Police Services in quality re-entry and diversion services in the criminal justice system. The PS Captain will also be able to leverage the crime analysis program to ensure that re-entry and diversion programs and policies are data-driven.

The Washtenaw County Reentry Initiative

Mission -

Washtenaw County's Reentry Initiative is a systematic approach to successful offender reintegration, recidivism reduction, and enhanced public safety.

Vision –

Washtenaw County's Reentry Initiative will provide opportunities for offenders to successfully connect as productive members of society. Through active partnerships with all stakeholders, reintegration will contribute to safer communities and an enhanced quality of life.

Strategies -

- Use a holistic, systemic, and inclusive approach that involves federal, state, and local government stakeholders, community organizations, advocates, family and community members as well as the formerly incarcerated to support an offender's reintegration back into the community.
- Adopt evidence based approaches and practices to treatment programs and services.
- Target high-to moderate-risk offenders through the use of validated assessment tools.
- Emphasize geographic areas in which a disproportionate number of offenders are drawn from and return to and bridge services to support these communities.
- Incorporate assessments and case management tools targeting continuous reentry planning, beginning at the point of admission to the criminal justice system, and working through pre- and post-release.
- Identify barriers to successful reintegration and reduce root cause issues leading to re-incarceration through continuous and appropriate delivery of drug treatment, mental health services, medical care, housing, job training and placement, educational services, cognitive behavioral therapy and/or other services essential to reentry.

Goals -

1. Reduction in recidivism and victimization

2. Assist released inmates in becoming a productive citizen

3. Lower the direct and collateral costs of incarceration

In 2015, the Sheriff’s Office Corrections Division was restructured to include a Captain position. This new reclassification will align the Police Services Division with the Corrections Division structure. Among a wide range of other responsibilities, the Captain will oversee the police training program, community reporting and quality assurance, service contracts, and crime analysis. The Captain will report to the Commander; division lieutenants will report to the Captain. The Police Services Captain will take on the Commander’s responsibilities in the absence of the Commander or as assigned.

This new role will create additional staff support for the re-entry and diversion services while enabling the Commander to focus on the priorities of the Police Services Division and the Sheriff’s Office as a whole.

IMPACT ON HUMAN RESOURCES:

PCN	Position Title	Employee Group	Grade	Create	Eliminate
6301-0003	Lieutenant	8000	63		1.0
6502-0002	Captain	8100	65	1.0	

IMPACT ON BUDGET:

No impact on County General Fund. The difference in pay between the Lieutenant and Captain positions will be paid out of the PS Millage funds.

Budget listed in the resolution is based on salary projections provided by the County in 2018. The salary and fringe difference between the two positions are subject to change based on yearly budget projections.

IMPACT ON INDIRECT COSTS:

None.

IMPACT ON OTHER COUNTY DEPARTMENTS OR OUTSIDE AGENCIES:

The Washtenaw County Sheriff’s Office Reentry Initiative works with a wide range of collaborative partners. Through these collaborative partnerships, Reentry Services provides offender assessments, programming, services, and discharge planning for individuals returning to this community from the Washtenaw County Jail. In coordination with Community Mental Health, Dawn Farm, Home of New Vision, Washtenaw Intermediate School District, Washtenaw County Community College, Ann Arbor Public Schools, Circuit Court Judges, MDOC Probation, District Court Judges: 14A1, 14A2, 14A3, 14A4, 14B and 15, all District Court Probation Officers, Prosecutor’s Office,

Public Defender's Office, Family Court, Department of Human Services, Sobriety Court, Veteran's Court, Drug Court, Mental Health Court, Domestic Violence Grant, Washtenaw County Cognitive Therapy services program (KPEP), and MDOC Probation Residential Substance Abuse Treatment services, the Washtenaw County Sheriff's Office provides comprehensive support services to those being released from the jail. These individuals are consumers and clients of all previously mentioned agencies. The ability to identify, address, and coordinate release plans prior to release from jail supports the community work (effort) required by all community partners for formerly incarcerated individuals.

CONFORMITY TO COUNTY POLICIES:

Conforms to County Policies

ATTACHMENTS/APPENDICES:

Job Description

A RESOLUTION RECLASSIFYING A LIEUTENANT POSITION TO A CAPTAIN POSITION

WASHTENAW COUNTY BOARD OF COMMISSIONERS

September 18, 2019

WHEREAS, the Washtenaw County Sheriff's Office and Washtenaw County have diligently maintained efforts to better serve the citizens of Washtenaw County; and

WHEREAS, the Sheriff's Office wishes to further enhance its delivery of law enforcement services to the community, within the realm of community oriented policing; and

WHEREAS, the Mental Health and Police Services Millage was passed in November 2017 and funding will go to cover the pay increase between a Captain and Lieutenant positions and

WHEREAS, this reclassification will align the command structure of the Police Services Division with the Corrections Division; and

WHEREAS, this role will enable the Commander to focus of priorities for the Police Services Division and the Sheriff's Office as a whole; and

WHEREAS, this matter has been reviewed by the County Administrator's Office, the Finance Department, Human resources, Corporation Counsel, and the Ways and Means Committee;

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners hereby reclassifies the Re-Entry Case Manager position to Re-Entry Services Coordinator.

PCN	Position Title	Employee Group	Grade	Create	Eliminate
6301-0003	Lieutenant	8000	63		1.0
6502-0002	Captain	8100	65	1.0	

BE IT FURTHER RESOLVED that the Board of Commissioners will amend the budget, as attached hereto and made a part hereof;

ORG 10103104 – 2019 – Fill in November

REVENUE	Original		Revised	Variance
Transfers In	\$ 6,200,000		\$ 6,200,000	\$ -
Total	\$ 6,200,000		\$ 6,200,000	\$ -
EXPENDITURE				
Personal Services	\$ 2,501,348		\$ 2,504,599	\$ 3,251
Supplies	\$ -		\$ -	\$ -
Other Services	\$ -		\$ -	\$ -
Transfers Out	\$ 3,700,000		\$ 3,696,749	\$ (3,251)
Total	\$ 6,201,348		\$ 6,201,348	\$ -

ORG 10103104 - 2020

REVENUE	Original		Revised		Variance
Transfers In	\$ 6,565,388		\$ 6,565,388		\$ -
Total	\$ 6,565,388		\$ 6,565,388		\$ -
EXPENDITURE					
Personal Services	\$ 3,581,733		\$ 3,619,053		\$ 37,320
Supplies	\$ -		\$ -		\$ -
Other Services	\$ -		\$ -		\$ -
Transfers Out	\$ 2,983,655		\$ 2,946,335		\$ (37,320)
Total	\$ 6,565,388		\$ 6,565,388		\$ -

ORG 10103104 - 2021

REVENUE	Original		Revised		Variance
Transfers In	\$ 6,620,119		\$ 6,620,119		\$ -
Total	\$ 6,620,119		\$ 6,620,119		\$ -
EXPENDITURE					
Personal Services	\$ 3,121,709		\$ 3,158,812		\$ 37,103
Supplies	\$ -		\$ -		\$ -
Other Services	\$ -		\$ -		\$ -
Transfers Out	\$ 3,498,410		\$ 3,461,308		\$ (37,103)
Total	\$ 6,620,119		\$ 6,620,119		\$ -

ORG 10103104 - 2022

REVENUE	Original		Revised	Variance
Transfers In	\$ 6,724,921		\$ 6,724,921	\$ -
Total	\$ 6,724,921		\$ 6,724,921	\$ -
EXPENDITURE				
Personal Services	\$ 3,154,941		\$ 3,192,283	\$ 37,342
Supplies	\$ -		\$ -	\$ -
Other Services	\$ -		\$ -	\$ -
Transfers Out	\$ 3,569,980		\$ 3,532,638	\$ (37,342)
Total	\$ 6,724,921		\$ 6,724,921	\$ -

FINAL

Washtenaw County JOB DESCRIPTION

**Job Code: 6502
Authorization: RES #
Employee Group: Sheriff – Non union
8100**

**CLASS TITLE: CAPTAIN
DEPARTMENT: OFFICE OF THE SHERIFF
FLSA STATUS: EXEMPT**

JOB SUMMARY

Under the direction of a higher classified employee is responsible for the day to day operation of the Police Services Division; coordinates operational and other activity within the division. Identifies needs and assesses and improves the efficiency, effectiveness and quality of Police Service Division operations, programs, and services. Serves as a liaison to federal, state, county and other local government entities as may be required. Performs related work as assigned.

EXAMPLES OF DUTIES

- Major duties involve working under the direction of the Division Commander overseeing and integrating operations, programs and activities through subordinate staff.
- Collaborates in the development, implementation, and evaluation of police strategies, goals, and objectives. Measures operational program and activity progress against plans.
- Plans, directs, coordinates, and evaluates Police Service Division daily activities in accordance with the mission, strategies, philosophies, and goals of the Sheriff's Office.
- Informs and briefs the Division Commander and other senior staff regarding the ongoing status of Police Service Division operations and activities.
- May develop, implement, or generally oversee Sheriff's Office or Division programs and activities including but not limited to assisting in the formulation of goals, objectives, polices, and priorities for operations and enforcement activities in accordance with a community engagement and policing philosophy.
- Acts as an operations liaison, resource and support to the Sheriff, Undersheriff, Chief Deputy and Division Commander.
- Oversees, monitors, or directly coordinates activities with other criminal justice and human service agencies.

FINAL

- Develops or assists in the development, implementation, revision, and enforcement of policy and procedure and other performance standards in alignment with public safety industry standards, best practices, and labor contracts.
- Provides leadership and guidance to division staff by gathering input from front line, supervisory, and management staff.
- Plans, organizes, directs, manages, reviews, and evaluates the work of assigned staff.
- Supports the planning and implementation of training for subordinate personnel.
- Participates in regular meetings with line, supervisory staff, managerial staff, agency volunteers, neighborhood groups, project partners, and other county or local government agencies as required or needed.
- Confers with citizens regarding law enforcement programs, activities, issues, and feedback.
- Responds to various service requests, commendations, and complaints; initiates appropriate action(s) toward resolution.
- Monitors various budgets and finances that affect and support operational service delivery.
- Interprets and acts upon the terms and conditions of labor contracts and agreements. Responds to grievances and collaborates in labor negotiations.
- Establishes and maintains quality working relationships with other public safety and human service agencies and members of the community to promote collaboration and a positive service image of the agency.
- Gathers and analyzes data and information relevant to Sheriff's office operations and their support. Provides completed staff work and reports as required or assigned.
- Represents the Office of the Sheriff to the public, community and other criminal justice, public, non-profit and private agencies. Presents and speaks on behalf of the Office.
- Performs all other duties as assigned.

The above statements are intended to describe the general nature and level of work being performed by employees assigned this classification. They are not to be construed as an exhaustive list of all job duties performed by personnel so classified.

FINAL

EMPLOYMENT QUALIFICATIONS

Knowledge, Skills, and Abilities:

- Principles and practices of public safety and criminal justice agency administration, labor management and contract administration.
- Program, policy and process development, implementation, evaluation and improvement.
- Leadership, management, and supervisory principles, practices, and methods.
- Research, data and information management and analysis; report preparation and presentation techniques.
- Training and professional development administration, management and implementation.
- Basic statistical analysis techniques.
- Basic fiscal management.
- Public information sharing and presentation techniques.
- Applicable federal state and local laws and regulations.
- Office administrative principles and practices, including the operation of standard office equipment.
- Computer applications related to the work.
- Planning, organizing, implementing, and evaluating multiple administrative, operations, and project functions and activities including monitoring work schedules, setting priorities, and meeting deadlines.
- Planning, directing and reviewing the work of others and training others in procedural and work process improvement.
- Interpreting, applying and explaining complex laws, policies and procedures and regulations.
- Analyzing complex problems, evaluating alternatives, and/or recommending and implementing sound recommendations.
- Managing the collection, organization, analysis, and evaluation of varied information and data, and directing its use and application in service and work process improvement.
- Using sound, independent judgment within established policy and procedural guidelines.
- Effective interpersonal communication.
- Preparing clear, concise and effective written materials.
- Maintaining accurate records and files.
- Planning and conducting efficient and effective meetings.
- Establishing and maintaining effective working relationship with other managers, supervisors and employees.
- Working cooperatively and effectively within a team and the larger organizational setting.
- Basic knowledge of standard office equipment including software and database management.

LICENSES AND CERTIFICATIONS

- Certifiable as a law enforcement officer by the Michigan Commission on Law Enforcement Standards (MCOLES).

FINAL

- Must possess a valid driver's license and be able to work at any designated work site.
- Must meet qualifications to access the Law Enforcement Information Network (LEIN).

PHYSICAL DEMANDS

- Meet the basic physical demands of a certified law enforcement officer in the State of Michigan.
- Duties also require sufficient mobility to work in a normal office setting and use standard office equipment including a computer, vision to read printed materials and a computer screen and hearing and speech sufficient to communicate in person or over the telephone. Duties may require employee to exert 20 to 50 pounds of force occasionally, or 10 to 25 pounds of force frequently, or greater than negligible up to 10 pound of force constantly to move objects. Must be able to bend, reach and lift up to twenty-five (25) pounds. Must be willing to work varied hours and extended shifts including holidays and be on-call.

These requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

EDUCATION

Possess a Bachelor's degree with major coursework in criminal justice, public safety, general public or business administration, management, industrial relations or a related field. Additional or advanced related degree(s), certificates, education or training is desirable.

EXPERIENCE

An appropriate range of law enforcement experience, approximately five (5) to ten (10) years, with a minimum of two (2) years of experience performing in a criminal justice and/or public safety management and/or supervision role with significant and progressively more responsible operational and direct service duties and responsibilities.

This class description intends to identify the major duties and requirements of the job and should not be interpreted as all inclusive. Incumbents may be requested to perform job-related duties other than those outlined above and may be required to increase specific job-related competencies, knowledge, skills, or licensing and certifications for successful job performance.



COUNTY ADMINISTRATOR
220 NORTH MAIN STREET, P.O. BOX 8645
ANN ARBOR, MICHIGAN 48107-8645
PHONE: (734) 222-6850
FAX: (734) 222-6715

TO: Katie Scott
Chair, Ways & Means Committee

THROUGH: Gregory Dill
County Administrator

FROM: Delphia Simpson, Chief Public Defender
Washtenaw County Public Defender Office

DATE: September 4, 2019

SUBJECT: 2019/2020 Michigan Indigent Defense Commission Washtenaw County
Compliance Plan and 2019/2020 Washtenaw County Indigent Public Defense
Budget

BOARD ACTION REQUESTED:

It is requested that the Board of Commissioners to authorize the signature of the County Administrator on the 2019/2020 Michigan Indigent Defense Commission Washtenaw County Compliance Plan, approve the 2019/2020 Washtenaw County Indigent Public Defense Budget, authorize the County Administrator to sign delegate contracts and approve position creations.

BACKGROUND:

The Michigan Indigent Defense Commission (MIDC) was created by legislation in 2013 after an advisory commission recommended improvements to the state's legal system. (MCL §780.991)

The MIDC is statutorily required to develop and oversee the implementation, enforcement, and modification of minimum standards, rules, and procedures to ensure that indigent criminal defense services providing effective assistance of counsel are delivered to all indigent adults in this state consistent with the safeguards of the United States constitution, the state constitution of 1963, and with the Michigan Indigent Defense Commission Act.

The MIDC is charged with identifying and encouraging best practices for delivering the effective assistance of counsel to indigent defendants charged with crimes. The MIDC will also collect data, support compliance and administer grants to achieve these goals.

MIDC requires that all indigent defense delivery systems in Michigan must submit compliance plans and cost projections for all the standards approved by the Department of Licensing and Regulatory Affairs.

An indigent criminal defense system shall not be required to provide funds in excess of its local share. The MIDC shall provide grants to indigent criminal defense systems to assist in bringing the systems into compliance with minimum standards established by the MIDC.

"Local share" or "share" means an indigent criminal defense system's average annual expenditure for indigent criminal defense services in the 3 fiscal years immediately preceding the creation of the MIDC under this act. MCL§780.983(g)

It is important to note that a system's duty of compliance with the terms of the compliance plan is contingent upon receipt of a grant in the amount contained in the plan and cost analysis approved by the MIDC. See MCL §780.997.

On May 22, 2017, The Michigan Indigent Defense Commission published the first four standards for indigent criminal defense services that were approved by the Department of Licensing and Regulatory Affairs. Those first four standards cover training and education of counsel, the initial client interview, use of investigation and experts, and counsel at first appearance and other critical stages.

Stakeholders in the Washtenaw County Criminal Justice system gathered to prepare the Washtenaw County Compliance Plan that addresses the first four standards submitted to the Michigan Indigent Defense Commission.

On November 15th 2017, July 11th, 2018 and May 15, 2019 the BOC approved the of the Washtenaw County Compliance plan along with the cost analysis through resolutions 17-195, 18-105 and 19-088. The resolution also approved FTEs to expand the Office of the Public Defender to meet the needs of their growing responsibilities under the new mandatory standards.

Currently the delivery of indigent defense in Washtenaw County uses a combination of several systems to provide the most effective services to its residence.

The Public Defender Office represents all indigent felony defendants in the 22nd Circuit Court and misdemeanor indigent clients in the 14A and in September of 2019 all the indigent misdemeanor clients in the 14B District Court.

In the event of any ethical conflict of interests, multiple co-defendants or any other conflict, the Washtenaw County Trial Court contracts with a criminal defense firm as well as maintains an assigned counsel list to provide representation. The 14A and 14B District Courts has a centralized assigned counsel list for conflicts.

As the implementation of the Michigan Indigent Defense commission standards evolve, the local stakeholders meet regularly to evaluate the impact of MIDC standards and to make adjustments and discuss the possibility of new efficiencies to the system.

DISCUSSION:

The Washtenaw County Indigent Defense System includes the Public Defender Office, the Courts (22nd Circuit Court, 14A, 14B and 15th District Court) the Sheriff Office as well as private criminal defense attorneys.

The County has substantially complied with the current 4 mandated standards.

The Public Defender has provided an opportunity for 17 training hours for the local indigent criminal defense attorneys to assist them in meeting the 12 hour continuing legal education requirement in MIDC Standard 1.

The Public Defender's new Arraignment Division is operational and provides an attorney at first appearance (standard 2) for all clients in-custody at 14 District Court. Before the end of the year, the Public Defender will be expanding to appear at all walk-in arraignments, out-of-custody arraignments at 14A District Court as well as all arraignments held at 14B District Court.

The Public Defender has expanded the use of experts and investigators by training and staff discussion to meet MIDC standard 3 and

The Public Defender's Arraignment division also serves to comply with MIDC standard 4 by conducting the initial intake interview with all client appointed to the Public Defender.

The 2019/2020 Michigan Indigent Defense Commission Washtenaw County Compliance Plan and 2019/2020 Washtenaw County Indigent Public Defense Budget will not only continue to improve the effectiveness of the delivery of service by meeting and/or exceeding the first 4 mandated MIDC standards but will also include improvements to the overall delivery of indigent services by providing needed resources to the other components of the Indigent delivery system.

The FY2020 will adjust the current delivery of service system by creating an Assigned Counsel Administrator position which will report to the County Administrator's Office. The indigent defense system stakeholders agreed that streamlining the assignment of conflict counsel by centralizing the process would improve services to the clients as well as to the private attorneys on the conflict list.

All of the Courts, 22nd Circuit Court, 14A, 14B as well as 15th District Court, will make use the Assigned Counsel Administrator and create one point for the county to collect assigned counsel information to comply with the MIDC reporting data.

The FY 2020 compliance plan and budget also includes an increase of the fee structure for the assigned private counsel who accept cases through the assigned counsel system. The fee structure had not be increase in over 10 years and was considered to be one of the lowest in the state. The Indigent defense stakeholders all agreed the in order to ensure quality legal representation from the assigned conflict counsel list it would be necessary to increase the fees for this service. This is considered to be a best practice by the Michigan Indigent Defense Commission.

In addition, the Compliance plan and budget would also create a FTE Public Defender Investigator position. This would replace the contract line item for an investigator in the FY2019 MIDC budget and is also considered to be a best practice by the Michigan Indigent Defense Commission.

The total net operating budget for fiscal year 2019-2020 for the department is \$7,379,024 and includes all indigent defense activities. The budget includes \$6,529,872 for the MIDC program and \$849,152 for juvenile indigent defense. Total expenditures and revenues in 2019/2020 reflect a net increase of \$2,687,551 from the prior year. Factors increasing the budget are outlined above and reflect enhancements to the MIDC program, which are offset by increased MIDC grant revenues. The budget includes MIDC program revenues of \$4,087,939 and the annual general fund appropriation of \$3,291,085.

IMPACT ON HUMAN RESOURCES:

Approval of this resolution will result in the net creation of two (2) positions.

PCN	Position Title	Employee Group	Grade	Create	Eliminate
3209-0001	Assigned Counsel Administrator	4100	32	1.0	
3008-0001	Public Defender Investigator	4100	30	1.0	

IMPACT ON BUDGET:

The Public Defender budget for fiscal year 2018/2019 beginning October 1, 2019 is \$ 7,379,024. The budget reflects the various factors of the MIDC grant and Juvenile defense discussed above.

IMPACT ON INDIRECT COSTS:

Indirect Costs of \$695,853 are included in this plan.

IMPACT ON OTHER COUNTY DEPARTMENTS OR OUTSIDE AGENCIES:

The follow will benefit from the grant activities:

Washtenaw County Trial Court – 22nd Circuit Court
14A District Court
14B District Court
15th District Court
Washtenaw County Sheriff Office
Washtenaw County Bar Association

CONFORMITY TO COUNTY POLICIES:

This request is in conformance with County policies.

ATTACHMENTS/APPENDICES:

MIDC Compliance Plan
MIDC Approval Letter – July 30, 2019
Job Descriptions
Budget

A RESOLUTION THAT THE WASHTENAW COUNTY BOARD OF COMMISSIONERS
TO RATIFY THE 2019/2020 MICHIGAN INDIGENT DEFENSE COMMISSION
WASHTENAW COUNTY COMPLIANCE PLAN AND 2019/2020 WASHTENAW
COUNTY INDIGENT PUBLIC DEFENSE BUDGET IN THE AMOUNT OF \$ 7,379,024
FOR THE PERIOD OF OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

WASHTENAW COUNTY BOARD OF COMMISSIONERS

September 18, 2019

WHEREAS, The Washtenaw County Public Defender Office represents the vast majority of criminal defendants throughout the county in all state and local criminal matters and the Public Defender office as well as the Washtenaw county Indigent defense delivery system has enjoyed a long standing reputation for excellence; and

WHEREAS, The Michigan Indigent Defense Commission (MIDC), created by legislation in 2013 (MCL §780.991) and charged with identifying and encouraging best practices for delivering the effective assistance of counsel to indigent defendants, is requiring all Michigan indigent defense delivery systems to submit compliance plans and cost projections for the first four standards approved by the Department of Licensing and Regulatory Affairs; and

WHEREAS, The Public Defender Office and Washtenaw County indigent defense delivery system has in many aspects met or exceed the current best practices for an Indigent delivery systems established by the MIDC however in some areas additional resources are needed to be able to improve the delivery of services to Washtenaw County residents; and

WHEREAS, The Public Defender Office along with other stakeholders of the criminal justice community has designed, prepared and submitted the Washtenaw County Michigan Indigent Defense Commission FY 2019-2020 Compliance Plan to continue to fund implantation of the first four approved standard issued by the MIDC as well as fund additional best practices as stated by the Michigan Indigent Defense Commission; and

WHEREAS, The Michigan Indigent Defense Commission will not require the duty of compliance of Washtenaw County until the receipt of a grant in the amount contained in the plan and cost analysis approved by the MIDC. (MCL §780.997); and

WHEREAS, this revised Compliance Plan would continue to ensure that the Public Defender Office and the Washtenaw County indigent defense delivery system are in full compliance with the standards issued by the Michigan Indigent Defense Commission; and

WHEREAS, this matter has been reviewed by Corporation Counsel, the Finance Department, Human Resources, the County Administrator's Office, and the Ways and Means Committee

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners hereby ratify the Washtenaw County Compliance Plan application for the Michigan Indigent Defense Commission to fund improvements to the Washtenaw County indigent defense delivery system for the period of October 1, 2019 through September 30, 2020.

BE IT FURTHER RESOLVED that the Washtenaw County Board of Commissioners takes the following actions contingent upon the receipt of the Grant award in conformity with the grant application:

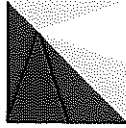
1. Authorizing the County Administrator to sign the Compliance Plan and any resulting funding contracts, Authorizing the Administrator to sign the Notice of Grant Award/Contract, and any necessary amendments to the grant award/contract, and any other grant award/contract related documents
2. Authorizing the budget, as attached hereto and made a part hereof
3. Authorizing the Administrator to sign delegate contracts in conformity with the application/award upon review of Corporation Counsel, to be filed with the County Clerk.

BE IT FURTHER RESOLVED that the Washtenaw County Board of Commissioners authorizes the following position modifications upon the receipt of the Grant award, and in conformity with the approved grant application:

<u>Position ID</u>	<u>Position Title</u>	<u>General Ledger</u>	<u>Grade</u>	<u>Group</u>	Create	Eliminate
3209-0001	Assigned Council Administrator	19002900	32	4100	1.0	
3008-0001	Public Defender Investigator	19002900	30	4100	1.0	

**Indigent Defense
Fund Summary
October 1, 2019 - September 30, 2020
1900**

<u>Object</u>	<u>Description</u>	<u>Revised Budget 2018/19</u>	<u>Original Budget 2019/20</u>	<u>Variance</u>
Revenue:				
54	State Revenue	\$1,462,463	\$4,087,939	\$2,625,476
58	Local Revenue	\$0	\$0	\$0
69	Transfers In	<u>\$3,229,010</u>	<u>\$3,291,085</u>	<u>\$62,075</u>
	Total Revenue	\$4,691,473	\$7,379,024	\$2,687,551
 Expenditures				
70	Personal Services	\$2,604,757	\$4,522,512	\$1,917,755
75	Supplies	\$54,126	\$48,300	(\$5,826)
80	Other Services & Charges	\$769,842	\$2,093,304	\$1,323,462
95	Internal Service Charge	\$1,186,488	\$705,508	(\$480,980)
96	Capital Outlay	\$76,260	\$9,400	(\$66,860)
99	Transfers	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
	Total Expenditures	\$4,691,473	\$7,379,024	\$2,687,551



MICHIGAN INDIGENT
DEFENSE COMMISSION

July 30, 2019

Dear Sir or Madam:

Please be advised that the Michigan Indigent Defense Commission has reviewed the compliance plan and cost analysis submitted by your system. This letter shall serve as official notice that the plan *and* cost analysis submitted by your system has been **approved** by the MIDC.

We are in the process of submitting financial estimates and related information to the Department of Licensing and Regulatory Affairs and the State Budget Office to secure funding to distribute through a grant for the approved cost analyses. *See* MCL 780.993(7). After funding is distributed, your system will have 180 days to comply with the MIDC's standards pursuant to the terms of the approved plan, cost analysis, and grant provisions. *See* MCL 780.993(10); 780.997.

We anticipate providing information about funding later this summer/early fall and we will advise as soon as possible regarding distribution of a grant to your system. In the meantime, if you have any questions, please feel free to contact your Regional Manager.

Thank you very much for your cooperation and patience with this process.

Sincerely,

A handwritten signature in black ink that reads "Loren E. Khogali".

Loren E. Khogali
Executive Director

AUG 0 2019

AUG 0 2019

Washtenaw County

JOB DESCRIPTION

Job Code: 3209
Authorization: RES#
Employee Group: 4100

CLASS TITLE: MANAGED ASSIGNED COUNSEL ADMINISTRATOR
DEPARTMENT: Public Defender
FLSA STATUS:

JOB SUMMARY

Under the direction of the Public Defender, the Managed Assigned Counsel Administrator is responsible for operating the county's indigent criminal defense program to ensure that adult defendants receive competent legal representation in criminal proceedings. The Administrator is responsible for screening, selecting, and maintaining a roster of eligible attorneys for case assignment, evaluating attorney performance, maintaining payments, authorizing investigative resources and performing other duties associated with the provision of competent and consistent legal representation.

EXAMPLES OF DUTIES

Essential Duties:

- Manages the county's public criminal defense operation separate from the court including budgeting, planning, and general administration. Provides the Public Defender with ongoing reports regarding caseload, legal resources and costs.
- Supervises any support staff, if available. Maintains responsibility for directing day-to-day operation workload of personnel, evaluates performance, and assures necessary training and professional development. Recommends disciplinary action according to established procedures.
- Oversees indigency eligibility screening for assigned counsel based on income and other available assets. Follows baseline criteria ensuring that procedures are consistently applied.
- Identifies attorneys that are qualified to accept assignments. Ensures that interested attorneys meet the MIDC standards established for legal providers - including but not limited to basic skills and annual training requirements.
- Maintains a roster of qualified attorneys, makes case assignments, and oversees scheduling of counsel. Monitors cases and the performance of assigned attorneys.

- Approves the use of investigators, experts and other resources required for particular cases and assigned counsel.
- Reviews, approves and handles vouchers for payment to assigned attorneys, investigators, experts and other expenditures associated with particular cases.
- Resolves non-grievance matters between defendants, and assigned counsel and the courts, including administratively reassigning counsel when appropriate.
- Assists with the coordination of compliance with the MIDC standards, including annual grant requests for funding compliance plans.
- Attends legal conferences and seminars to stay current on legal issues, updates administrative techniques regarding public defender requirements and other legal matters.
- The Assigned Counsel Administrator is responsible for overseeing the conflict counsel process in the Washtenaw County Courts (22nd Circuit Court, 14A District Court, 14B District Court and 15th District Court).
- The Administrator is to ensure that adult defendants receive competent legal representation in criminal proceedings.
- The Administrator is responsible for creating and coordinating a qualification committee to screen and select eligible attorneys for case assignment.
- Performs other duties as assigned.

The above statements are intended to describe the general nature and level of work being performed by employees assigned this classification. They are not to be construed as an exhaustive list of all job duties performed by personnel so classified.

EMPLOYMENT QUALIFICATIONS

Knowledge, Skills, and Abilities:

- Thorough knowledge of the professional public management techniques involved in budgeting, personnel administration and resource management and the ability to identify and implement new best practices.
- Thorough knowledge of the principles and practices of State of Michigan criminal law and public defense processes and procedures.
- Skill in assembling and analyzing data, preparing comprehensive and accurate reports, and formulating policy and service recommendations.
- Skill in effectively communicating ideas and concepts orally and in writing and making presentations in public forums.

- Ability to establish effective working relationships and use good judgment, initiative and resourcefulness when dealing with County employees, contractors to the County, representatives of other governmental units and the courts, professional contacts, elected officials, and the public.
- Ability to assess situations, solve problems, work effectively under stress, within deadlines, and in emergency situations.
- Skill in the use of office equipment and technology, including Microsoft Suite applications and the ability to learn data base software utilized in public defense administration.
- Ability to attend meetings scheduled at times other than normal business hours.
- Ability to respond to emergencies or service needs on a 24-hour basis.

LICENSES/CERTIFICATIONS

Must be licensed in good standing to drive a motor vehicle and to practice law in the State of Michigan. Admittance to practice in front of federal courts and the U.S. Supreme Court is desirable.

PHYSICAL DEMANDS

Duties require sufficient mobility to work in a normal office setting and use standard office equipment including a computer, vision to read printed materials and a computer screen and hearing and speech sufficient to communicate in person or over the telephone.

These requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

EDUCATION

Possession of an Undergraduate Degree (with preferable courses in business management and/or criminal law) plus a Juris Doctor Degree with a required Certificate of Admittance to the State Bar of Michigan as evidence of continued good professional standing and authority to practice law throughout the state.

EXPERIENCE

At least 5 years of progressively more responsible experience in the practice of criminal defense or the equivalent. The County, at its discretion, may consider an alternative combination of formal education and work experience.

This class description intends to identify the major duties and requirements of the job and should not be interpreted as all-inclusive. Incumbents may be requested to perform job-related duties

other than those outlined above and may be required to have specific job-related knowledge for successful job performance.

Washtenaw County

JOB DESCRIPTION

Job Code: 3008
Authorization: RES#
Employee Group: 4100
Non-union

CLASS TITLE: Public Defender Investigator
DEPARTMENT: Public Defender
FLSA STATUS: Exempt

JOB SUMMARY

Under administrative direction of the Public Defender, this position develops, Provides investigative services to the Public Defender's Office. Cultivates leads and furthers areas of inquiry from available information. May search official and unofficial records, obtains statements, takes photographs, creates drawings, recordings, and models. Assists Assistant Public Defender's in trial preparation.

EXAMPLES OF DUTIES

Essential Duties:

- Conduct detailed investigations of complex criminal activities and other violations of local, federal, or state law.
- Locates and interviews witnesses, victims, and clients in a timely manner. Coordinates witnesses regarding Court appearances.
- Direct crime scene investigators and other law enforcement personnel at crime scenes.
- As directed by the attorney, conducts surveillance of both stationary and mobile subjects in a covert manner.
- Employ deductive reasoning and analysis to make informed decisions and conclusions that lead to prosecution.
- Write detailed case reports, and file to maintain records.
- Coordinate search and arrest warrants, and arrest suspects as needed.
- Testify in court regarding case evidence and findings in order to secure a conviction.
- Delivers subpoenas to witnesses in a timely manner.

- Prepares professional photographs, diagrams, maps and trial exhibits to facilitate improved understanding of a case.
- Responsible for testifying in court concerning findings of investigations regardless of representation.
- Performs assigned investigations and updates case management software in a timely manner.
- Participates in necessary case review meetings to ensure sound communication from all applicable parties. Maintains frequent contact with attorneys regarding case activity.
- Obtains, analyzes and disseminates pertinent records including court, medical, military, criminal, and psychological; reviews presentence reports, prepares appropriate support documents.
- Maintains availability to other staff members for consultation and education; participates in training programs.
- Completes special projects and other duties as assigned by the Public Defender or other leadership staff.
- Performs other duties as assigned.

The above statements are intended to describe the general nature and level of work being performed by employees assigned this classification. They are not to be construed as an exhaustive list of all job duties performed by personnel so classified.

EMPLOYMENT QUALIFICATIONS

Knowledge, Skills, and Abilities:

- Demonstrates zealous representation of clients and client advocacy.
- Ability to effectively communicate variety of people from divergent backgrounds.
- Ability to operate typical office equipment and standard computer software.
- Ability to deal effectively with people of widely divergent backgrounds, within and outside the office, and to relate empathetically to clients and their special needs.
- Utilize services of interpreters as necessary to communicate with clients, witnesses and other persons related to the case.
- Maintain confidentiality with highly sensitive information.
- Learn quickly and function efficiently under stressful and distracting conditions.
- Work independently as well as cooperatively in a legal services team atmosphere.
- Principles and practices of public administration.
- Social, political, environmental and related issues influencing local government functions and activities.

- Planning, organizing, coordinating and administering varied programs, projects and services in a public agency setting.
- Interpreting, applying and explaining complex laws, policies and regulations.
- Analyzing complex administrative problems, evaluating alternative solutions and adopting effective courses of action.
- Using sound, independent judgment within general policy and legal guidelines.
- Preparing clear, concise and effective written materials.

LICENSES/CERTIFICATIONS

Must have a valid drivers license.

PHYSICAL DEMANDS

Duties require sufficient mobility to work in a normal office setting and use standard office equipment including a computer, vision to read printed materials and a computer screen and hearing and speech sufficient to communicate in person or over the telephone. Ability to work flexible hours including evenings, nights and/or holidays and weekends as necessary in order to contact witnesses and information sources.

These requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

EDUCATION

Equivelant to a Bachelor's Degree in Criminal Justice or related field preferred.

EXPERIENCE

A minimum of three (3) years of experience in the practice of criminal law and direct experience in investigative work.

This class description intends to identify the major duties and requirements of the job and should not be interpreted as all-inclusive. Incumbents may be requested to perform job-related duties other than those outlined above and may be required to have specific job-related knowledge for successful job performance.



COUNTY ADMINISTRATOR
220 NORTH MAIN STREET, P.O. BOX 8645
ANN ARBOR, MICHIGAN 48107-8645
PHONE: (734) 222-6850
FAX: (734) 222-6715

TO: Katie Scott
Chair, Ways & Means Committee

THROUGH: Gregory Dill
County Administrator

FROM: Jimena Loveluck, Health Officer
Health Department

DATE: September 4, 2019

SUBJECT: 2019/2020 Comprehensive Agreement and Health Department Budget

BOARD ACTION REQUESTED:

It is requested that the Board of Commissioners authorize the signature of the County Administrator on the 2019/2020 Comprehensive Agreement, authorize the electronic submission by the Health Officer, approve the 2019/2020 Washtenaw County Health Department (WCHD) budget, authorize the County Administrator to sign delegate contracts and approve position creations and reclassifications.

BACKGROUND:

The 2019/2020 WCHD budget is submitted with known allocations from Michigan Department of Health & Human Services (MDHHS). MDHHS periodically increases or decreases funding to local health departments based on competing priorities. Budget amendments may be needed to address these increases / decreases.

Since 1987, MDHHS has funded local public health programs through the Comprehensive Agreement which include Essential Local Public Health Services (ELPHS) funding for General Communicable Disease Control, Drinking Water Supply, Hearing Screening, Immunizations, On-Site Sewage Treatment Management, Sexually Transmitted Diseases, Vision Screening, and Food Service Sanitation.

ELPHS continues to fall short of the 50/50 state cost share requirement contained in the Michigan Public Health Code (PA 368 of 1978 Section 2475) for the eight required services. For fiscal year 2019/2020 the shortfall has grown to 1.7M.

WCHD, in partnership with 44 local health departments throughout the state and the Michigan Association for Local Public Health (MALPH), continues to advocate for both restorative funding and enhanced funding to meet the needs of our respective communities.

Joining WCHD in advocacy is the Washtenaw County Board of Health, which was established in July, 2014 by the Board of Commissioners. The Board of Health was seated on December 3, 2014 under resolution 14-00189.

Various other state and federal categorical grants are also allocated to local health departments by MDHHS through the comprehensive agreement. These include HIV Prevention, Children's Special Health Care Services (CSHCS), Emergency Preparedness Planning and Coordination, Immunizations, Sexually Transmitted Diseases (STD), Tuberculosis Control (TB), Women, Infants, and Children (WIC) and other competitive grants that vary from year to year.

The state comprehensive agreement requires electronic submission of a signed agreement no later than September 27, 2019. The board resolution authorizing this signed agreement also establishes the WCHD operating budget for the new fiscal year (October 1, 2019 through September 30, 2020).

DISCUSSION:

Washtenaw County Health Department (WCHD) is the local public health authority and exists to protect and promote health for *everyone* in our community. The budget is presented with a proposed use of fund balance of \$266,252 and is intended to cover costs that are included in our operating expenditures.

At the county level - funding to the health department received a slight increase from \$2.993M to \$3.1M for fiscal year 2020 through the quadrennial budget reaffirmation. \$2.993M is the minimum amount the county must provide to meet the minimum maintenance of effort (MOE) to support health department services. This amount was agreed to by MDHHS and the county during the 1992/93 budget cycle. Cost Allocation (CAP) charges to the health department were at \$700K during the 1992/93 budget cycle and have now grown to over 1.7M. The increased CAP cost is at the burden of the health department to fully cover, yet the MOE has not grown. This model leaves a net amount of \$1.4M that the county actually expends in covering public health services for a population of 367,627 residents. That is less than \$4.00 per permanent resident to provide public health core functions and the ten essential public health services.

Currently, WCHD continues to meet *and exceed* state, federal and local mandates and to leverage additional resources to assess and respond to the health challenges of our most vulnerable residents. This "discretionary" work is possible only with strong community partnerships and by using local data to maximize responsiveness and effectiveness. To fully shift from a local health authority that is meeting minimum requirements to one that is a driving and effective force for broad, population health improvements – greater and consistent investments are badly needed.

In our most recent state accreditation cycle in 2019, reviewers from the Michigan Department of Health and Human Services, the Michigan Department of Environment, Great Lakes, and Energy (formerly Department of Environmental Quality) and the Michigan Department of Agriculture and Rural Development found WCHD met all but 2 of the 117 indicators. Many were exceeded and cited as receiving special recognition and commendation. Only two indicators were met with conditions. State reviewers praised the department's capacity for high-quality work that consistently surpasses expectations.

In 2015, WCHD took a significant step – and invested limited resources – in achieving national accreditation from the Public Health Accreditation Board. National accreditation is different from traditional state accreditation processes because it pushes us far beyond minimum requirements. It emphasizes continuous quality improvement, ongoing and rigorous accountability and, importantly, population health improvements - those that impact health for all in our community.

In contrast to Michigan's state accreditation process based on minimum program requirements, national accreditation demands the integration of comprehensive standards across diverse divisions and programs. It maximizes the use of innovative and effective practices, developed in concert with community members and partners. New and invigorated systems and procedures have been established, with the aim of continuously examining strengths and challenges, and

responding accordingly. This focus on quality improvement is critical to the department's ability to impact and ultimately protect and improve the health of our community. This new and enhanced work requires a strong organization to develop and maintain these systems and procedures. It brings us closer to our goal of a community where every resident enjoys the best possible state of health and well-being. Adhering to national standards makes WCHD stronger and more prepared to lead Washtenaw County to continuously improve community health within a rapidly shifting health system and environment.

But WCHD remains stuck between these systems and expectations. Mandated programs and services have historically been underfunded. While there has been some movement to increase funding through the Full Cost Reimbursement report – it is not enough to improve health broadly and for *everyone*. The county must invest and invest heartily in public health systems, structures and assets that truly support and enhance long-term health for all in our community. Healthy communities provide good, affordable food, clean water, safe places for physical activity and timely responses to ongoing and emergent health threats like Ebola, Zika, 1,4-dioxane, PFAS, opioid and heroin overdoses, intentional or unintentional foodborne illness and over 500 annual cases of reportable communicable disease.

Healthy communities also ensure their most vulnerable residents have the opportunity to live as healthfully as possible without enduring an unequal burden of disease or negative health impacts coupled with few resources to address them.

With this in mind, WCHD has prioritized and intensified its community engagement work with the expressed and clear goal of eliminating health disparities and improving health equity. WCHD has always worked with community partners and leaders to fulfill essential services like community health assessment and health promotion, and the Department began a very intentional process of intensifying this work after achieving National Accreditation in 2015. Achieving health equity and re-envisioning how WCHD does its work became a centerpiece rather than an undercurrent. WCHD had dedicated significant resources to intensifying this work, in spite of numerous competing priorities.

By 2016 and using community health assessment data, WCHD prioritized four communities where health disparities were more prevalent and began engaging with residents about health priorities and collaborative actions for improvements. The following year, two additional communities were added for a total of six. Notably, other programs and services continue to be widely available and offered across the county – but this intense engagement is targeted where change is most needed.

This work has continued to grow with the expressed purposes of bringing residents' voices and lived experiences to health planning and decision-making processes. An ongoing community leadership group has been established and meets monthly. WCHD is also bringing these community engagement efforts together with a re-envisioned community health assessment process; a new community advisory group has been recruited, vetted and launched to guide the assessment process. Over the coming year a new countywide Community Health Improvement plan that unites community voices with health partners, decision makers and other stakeholders to improve health and move toward greater health equity will take shape.

Critical to this work and to listening to community voices, is a strong organizational commitment and responsive systems and infrastructure. This requires reshaping *how* we work. When we engage directly and consistently with our community leaders and residents, it requires our attention and resources as well as theirs. We cannot expect low income and marginalized residents to dedicate their time and energy regularly when they are balancing the demands of hourly work, childcare and other responsibilities or hardships. Through the community leadership team and community action planning and initiatives, WCHD has initiated processes for compensating residents for their time, expertise and contributions. As this work has grown and developed, more

formality is needed. A community health advocate role is proposed to fill this gap and will respect participating residents' contributions and maintain County standards for accountability and transparency.

This is in line with WCHD's established vision for health equity work: "Washtenaw County Health Department envisions a healthy community where every resident has the opportunity to achieve optimal health and well-being" and guiding principles:

- We value all people equally.
- We promote the improvement of living conditions in which community members are born, grow, reside, work, play, learn and age.
- We strengthen partnerships with community members that aid in community empowerment through community capacity-building, organizing, and mobilizing.
- We name racism and other -isms as a barrier to health equity and social justice.

Program requirements, specified in the Comprehensive Agreement, have been incorporated into this proposed budget. Also included within the budget is the creation of 21 part-time community health advocate positions to expand the health departments commitment to community engagement, equity and inclusion at all levels. These community health advocates bring lived experience and community expertise to support community health promotion, assessment, and coordinated-community-driven health improvement actions. The reclassification of 3.0 FTE permanent positions has also been included. The total net operating budget for WCHD, approved for submission by the Washtenaw County Board of Health on July 26, 2019, is \$15,172,202 for the period of October 1, 2019 through September 30, 2020.

This budget includes a general fund appropriation of \$4,676,880. The appropriation includes funding for County mandated services (Medical Examiner Program \$782,395 Indigent Care \$600,000 and Indigent Transport \$335,913) that are delegated to WCHD's oversight. The remaining \$3,105,876, represents the general fund appropriation approved in the quadrennial budget reaffirmation. \$2,993 of this appropriation is the required amount to be in compliance with the State and to receive what has traditionally been called state cost sharing. The funding level was established in 1992-93 and is based on County General Fund expenditures for the same time period. The department is assessed a cost allocation amount of \$1,701,852. This leaves a net general fund of \$1,404,024 to operate WCHD.

IMPACT ON HUMAN RESOURCES:

Approval of this resolution will result in the net creation of twenty-one (21) temporary positions and the reclassification of three (3) positions.

IMPACT ON BUDGET:

The WCHD budget for fiscal year 2019/2020 beginning October 1, 2019 is \$15,172,202.

IMPACT ON INDIRECT COSTS:

The Cost Allocation Plan is budgeted at \$1,701,852 for the 2019/2020 fiscal year.

IMPACT ON OTHER COUNTY DEPARTMENTS OR OUTSIDE AGENCIES:

None.

CONFORMITY TO COUNTY POLICIES:

This request is in conformance with County policies.

ATTACHMENTS/APPENDICES:

Draft 2019/2020 Comprehensive Agreement
Job Descriptions

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR'S SIGNATURE ON THE WASHTENAW COUNTY HEALTH DEPARTMENT'S COMPREHENSIVE AGREEMENT FOR THE PERIOD OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020; AUTHORIZING THE ELECTRONIC SUBMISSION BY THE HEALTH OFFICER; APPROVING THE HEALTH DEPARTMENT 2019/2020 BUDGET; AUTHORIZING THE COUNTY ADMINISTRATOR TO SIGN DELEGATE CONTRACTS AND APPROVING POSITION CREATIONS AND RECLASSIFICATIONS

WASHTENAW COUNTY BOARD OF COMMISSIONERS

September 18, 2019

WHEREAS, since 1987 Michigan Department of Health & Human Services (MDHHS) has funded local public health programs including Environmental Health through a Comprehensive Agreement which includes Essential Local Public Health Service funds that must be used in any of the following programs: General Communicable Disease Control; Drinking Water; Hearing Screening; Immunizations; Sewage Control; Sexually Transmitted Diseases; Vision Screening; Food Service Sanitation, and various other categorical funds allocated to local health departments; and

WHEREAS, annual changes in funding and program requirements at the state level and for local activities requires that a budget be approved prior to the start of the new fiscal year; and

WHEREAS, the state requires the local health department to have an electronically signed comprehensive agreement for the 2019/2020 fiscal year by September 27th, 2019; and

WHEREAS, subsequent changes of state allocations, program requirements and final local budgets may result in adjustments to this proposed plan and budget for the delivery of local public health services; and

WHEREAS, the Washtenaw County Board of Health approved the budget submission to the Board of Commissioners on July 26, 2019; and

WHEREAS, this matter has been reviewed by Corporation Counsel, the Finance Department, Human Resources, the County Administrator's Office, and the Ways and Means Committee.

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners hereby authorizes the signature of the Administrator on the comprehensive agreement with the Michigan Department of Health & Human Services for the period October 1, 2019 through September 30, 2020 as on file with the County Clerk.

BE IT FURTHER RESOLVED that the Washtenaw County Board of Commissioners takes the following actions contingent upon receipt of funding in conformity with the comprehensive agreement:

1. Authorizes the budget, as attached hereto and made a part hereof
2. Authorizes the Administrator to sign delegate contracts upon review by Corporation Counsel, to be filed with the County Clerk

BE IT FURTHER RESOLVED that the Washtenaw County Board of Commissioners authorizes position modifications as follows:

Reclassification / Creation:*Effective October 1, 2019*

<u>Position #</u>	<u>Position Title</u>	<u>General Ledger</u>	<u>Group</u>	<u>Grade</u>	<u>Eliminate</u>	<u>Create</u>
2063-0003	Health Educator I/II/III*	22105110	1000	20/22/24	1.0	
25xx-xxxx	Health Education Coordinator	22105110	1000	25		1.0
2063-0002	Health Educator I/II/III*	22105110	1000	20/22/24	1.0	
25xx-xxxx	Health Education Coordinator	22105110	1000	25		1.0
2063-0001	Health Educator I/II/III*	22105110	1000	20/22/24	1.0	
25xx-xxxx	Health Education Coordinator	22105110	1000	25		1.0
N/A	Community Health Advocate	22105050	4100	N/A		21

**Reclassification of currently filled position.

**Health Department
Fund Summary
October 1, 2019 - September 30, 2020
2210**

<u>Object</u>	<u>Description</u>	<u>Original Budget 2018/19</u>	<u>Original Budget 2019/20</u>	<u>Variance</u>
Revenue:				
45	Licenses & Permits	\$2,064,156	\$2,012,666	\$51,490
50	Federal Revenue	\$4,785,802	\$4,315,179	\$470,623
54	State Revenue	\$1,883,859	\$1,862,396	\$21,463
58	Local Revenue	\$713,995	\$995,016	(\$281,021)
60	Fees & Services	\$510,773	\$561,495	(\$50,722)
67	Other Revenue & Reimbursement	\$627,073	\$608,570	\$18,503
69	In-Kind Contributions	\$140,000	\$140,000	(\$0)
695	Transfers In	\$4,404,039	\$4,676,880	(\$272,841)
	Total Revenue	\$15,129,697	\$15,172,202	(\$42,505)
Expenditures				
70	Personal Services	\$10,085,879	\$10,511,083	(\$425,204)
72	Supplies	\$368,381	\$286,716	\$81,665
80	Other Services & Charges	\$2,671,713	\$2,386,799	\$284,914
93	In Kind Charges	\$140,000	\$140,000	(\$0)
94	Internal Service Charge	\$1,563,724	\$1,715,175	(\$151,451)
95	Capital Outlay	\$0	\$0	\$0
98	Reserves	\$0	\$0	\$0
99	Transfers	\$300,000	\$132,429	\$167,571
	Total Expenditures	\$15,129,697	\$15,172,202	(\$42,505)

Agreement Between
{dept_name}Services
hereinafter referred to as the "Department"
and
{board_of_health}
{local_gov_tag}
on Behalf of Health Department
{agency_name}
{add_line_1}
{add_line_2}
Federal I.D.#: {fed_id}, DUNS #: {duns_no}
hereinafter referred to as the "Grantee"
for
The Delivery of Public Health Services under
the Local Health Department Agreement

Part I

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 shall commence on the date of the Grantee's signature or {start_dt} whichever is later and continue through {end_dt}. 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 \${max_amt}.

B. Equipment Purchases and Title

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

C. 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 shall 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 II.
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 shall 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 I and Part II - 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 services described in Attachment III - Program Specific Assurances and Requirements and the other applicable attachments to this agreement which are part of this agreement through reference.

6. Fianancial Requirements

The financial requirements shall be followed as described in Part II 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, shall be followed as described in part II 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 II, which are 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: Carissa Reece
Title: Department Analyst
Telephone No.: 517-373-1207
E-Mail Address ReeceC@michigan.gov

The person acting for the Grantee on the financial reporting for this agreement is:

{fin_name}

Name	Title
------	-------

{fin_email}

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 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 Department has the option to assume no responsibility or liability for costs incurred by the Grantee prior to the signing of this agreement.
- D. The Grantee is required by PA 533 of 2004 to receive payments by electronic funds transfer.

11. Special Certification

The individual or officer signing this agreement certifies by his or her signature that he or she is authorized to sign this agreement on behalf of the responsible governing board, official or Grantee.

12. Signature Section

For {agency_name}

{auth_name}

Name

Title

For the {dept_name}

Christine H. Sanches

{current_date}

Christine H. Sanches, Director
Bureau of Grants and Purchasing

Date

Part II
General Provisions

I. Responsibilities - Grantee

The Grantee in accordance with the general purposes and objectives of this agreement will:

A. Publication Rights

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

B. Fees

1. Guarantee that any claims made to the Department under this Agreement shall 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 underrecoveries of otherwise available fees resulting from failure to bill for eligible services will be excluded from reimbursable expenditures.

C. Grant Program Operation

Provide the necessary administrative, professional, and technical staff for operation of the grant program. Obtain and maintain all necessary licenses, permits and insurances consistent with requirements under Part II.1.T. or other authorizations necessary for the performance of this Agreement.

D. Reporting

Utilize all report forms and reporting formats required by the Department at the effective date of this agreement, and provide the Department with timely review and commentary on any new report forms and reporting formats proposed for 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. 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 three years from the date of termination, the date of submission of the final expenditure report or until litigation and audit findings have been resolved. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subcontractor that performs Agreement 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, Inspector Generals, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records, papers, files, documentation and personnel related to this agreement, to the extent authorized by applicable state or federal law, rule or regulation.
2. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.
3. Grantee must cooperate and provide reasonable assistance to authorized representatives of the Department and others when those individuals have access to Grantee's grant records.

G. Audits

1. Single Audit

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 Code of Federal Regulations, 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 Single Audit reporting package, management letter (if one is issued) with a response and Corrective Action Plan shall be submitted to the Department within nine months after the end of the Grantee’s fiscal year by e-mail at, MDHHS-AuditReports@michigan.gov. The required submission must be assembled as one document in a PDF file 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 reporting package, management letter (if one is issued) with a response, and Corrective Action Plan within nine months after the end of the Grantee’s fiscal year and an extension has not been approved by the cognizant or oversight agency for audit, the Department may withhold from the current funding 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 and an extension has not been approved by the cognizant or oversight agency for audit. The Department may terminate the current grant if the Grantee is more than 180 days delinquent in meeting the filing requirements and an extension has not been approved by the cognizant or oversight agency for audit.

b. Delinquent Audit Exemption Notice

Failure to submit the Audit Exemption Notice, when required, may result in withholding payment from Department to 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

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:

1. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information required by 2 CFR 200.331 (a).
2. Evaluate each subrecipient's risk for noncompliance as required by 2 CFR 200.331(b).
3. 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 200.331(d) are met including reviewing financial and programmatic reports, following up on corrective actions, and issuing management decisions for audit findings.
4. Verify that every subrecipient is audited as required by Subpart F of 2 CFR 200.
5. Monitor the activities of the subrecipient to ensure the subrecipient complies with all the requirements of this grant agreement.

The Grantee must 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 contracts, 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.

The Grantee must establish requirements to ensure compliance for for-profit subrecipients as required by Title 2 (CFR), Section 200.501(h), as applicable.

The Grantee must ensure that transactions with contractors comply with laws, regulations, and provisions of contracts or grant agreements in compliance with Title 2 CFR, Section 200.501(h), as applicable.

I. Notification of Modifications

Provide timely notification to the Department, in writing, of any action by the Grantee, its governing board or any other funding source which would require or result in significant modification in the provision of services, funding or compliance with operational procedures.

J. Software Compliance

Ensure software compliance and compatibility with the Department's data systems for services 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 shall 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 date/time data. All information systems, electronic or hard copy that contain state or federal data must be protected from unauthorized access.

K. Human Subjects

Comply with Protection of Human Subjects Act, 45 CFR, Part 46. The Grantee agrees that prior to the initiation of any 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. Alternatively 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 IRB Authorization 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 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 subcontract, or 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
 - f. A Proceeding involving any license that Grantee is required to

possess in order to perform under this Agreement.

2. Notify the Department, at least 90 calendar days before the effective date, of a change in Grantee's ownership and/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

To 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 MI E-Grants 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. Grantees that fail to meet all accreditation requirements or implement corrective plans of action within the prescribed time period will receive 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. Grantees that disagree with on-site review findings or their accreditation status may request an inquiry through written request to the Department. 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. Grantees designated as "Not Accredited", will receive a

Consent Agreement Package from the Department. Grantees and their local governing entities shall 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. Grantee 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 shall 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

The Grantee agrees to 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.

The Grantee agrees to 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.

The Grantee will 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, the Grantee agrees to target their Medicaid outreach effort toward Department established priorities. For fiscal year 2018, 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 report are to be sent through MI E-Grants as an attachment report to the Financial Status Report.

R. Conflict of Interest and Code of Conduct Standards

1. The Grantee is subject to the provisions of 1968 PA 317, as amended, 1973 PA 196, as amended, and Title 2 Code of Federal Regulations, Section 200.318 (c) (1) and (2).
2. The Grantee will uphold high ethical standards and is prohibited from:
 - 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, subrecipient and any subcontractor that performs Agreement activities in connection with this agreement.

S. Travel Costs

1. Be reimbursed for travel cost (including mileage, meals, and lodging) budgeted and incurred related to services provided under this agreement.
2. 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.
3. State of Michigan travel rates may be found at the following website:
http://www.michigan.gov/dtmb/0.5552.7-150-9141_13132-.00.html

T. Insurance Requirements

1. Maintain a minimum of the insurances or governmental self-insurances listed below and is responsible for all deductibles. All required insurance or self-insurance must:
 - a. Protect the State of Michigan from claims that may arise out of, are alleged to arise out of, or result from Grantee's or a subcontractor's performance;
 - b. Be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and
 - c. Be provided by a company with an A.M. Best rating of "A" or better and a financial size of VII or better.
2. Insurance Types
 - a. Commercial General Liability Insurance or Governmental Self-Insurance: Except for Governmental Self—Insurance, policies must be endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 2010 07 04 and CG 2037 07 04.

If the Grantee will deal with children, schools, or the cognitively impaired, coverage must not have exclusions or limitations related to sexual abuse and molestation liability.
 - b. Workers' Compensation Insurance or Governmental Self-Insurance: Coverage according to applicable laws governing work activities. Waiver of subrogation, except where waiver is prohibited by law.
 - c. Employers Liability Insurance or Governmental Self-Insurance
3. Grantees must require that subcontractors maintain the required insurances contained in this Section.
4. This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of the Grantee from any obligations under this agreement.
5. Each Party must promptly notify the other Party of any knowledge regarding an occurrence which the notifying Party reasonably believes may result in a claim against either Party. The Parties must cooperate with each other regarding such claim.

U. Fiscal Questionnaire

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

V. 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: <http://apps.michigan.gov/ichat>
 - 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 employee, subcontractor, subcontractor employee, or volunteer who, under this Agreement works directly with children or vulnerable adults.
 - a. Central Registry: http://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330---,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 and/or vulnerable adults 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 contains confidential or personal information, including, but not limited to, federal tax information, to have a fingerprint background check performed by the Michigan State Police.

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 effective 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 and offer comment.

C. Notification of Modifications

To notify the Grantee in writing of modifications to federal or state laws, rules and regulations affecting this agreement.

D. Identification of Laws

To 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

To 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

To 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

To make technical assistance available to the Grantee for the implementation of this agreement.

H. Accreditation

The Department agrees to 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

The Department 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.

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III. Assurances

The following assurances are hereby given to the Department:

A. Compliance with Applicable Laws

The Grantee will comply with applicable federal and state laws, guidelines, rules and regulations in carrying out the terms of this agreement. The Grantee will also comply with all applicable general administrative requirements, such as Title 2 Code of Federal Regulations (CFR) 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 II Section V.

B. Anti-Lobbying Act

The Grantee will comply with the Anti-Lobbying Act, 31 USC 1352 as revised by the Lobbying Disclosure Act of 1995, 2 USC 1601 et seq, and Section 503 of the Departments of Labor, Health and Human Services, and Education, and Related Agencies section of the FY 1997 Omnibus Consolidated Appropriations Act (Public Law 104-208). Further, the Grantee shall 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 shall 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 Activities will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, height, weight, marital status, gender identification or expression, sexual orientation, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The Grantee further agrees that every subcontract entered into for the performance of any contract or purchase order resulting therefrom, will contain a provision requiring non-discrimination in employment, activity delivery and access, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act (1976 PA 453, as amended; MCL 37.2101 et seq.) and the Persons with Disabilities Civil Rights Act (1976 PA 220, as amended; MCL 37.1101 et seq.), and any breach thereof may be regarded as a material breach of this Agreement.
2. 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 on the basis of race, color or national origin;
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disabilities;
 - d. the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
 - e. the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of 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 on the basis of alcohol abuse or alcoholism;
 - g. §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), 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.
3. 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 shall incorporate language in all contracts awarded: (1) prohibiting discrimination against minority owned and women owned businesses and businesses owned by persons with disabilities in subcontracting; and (2) making 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 it knowledge and belief that the Grantee's local health department employees, official of the Grantee's local health department and the Grantee's subcontractors:

1. Are not presently debarred, suspended, proposed for debarment,

- declared ineligible, or voluntarily excluded from covered transactions by any federal department or Grantee;
2. Have not within a three-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) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. 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, and;
 4. Have not within a three-year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default.

E. Federal Requirement: Pro-Children Act

1. The Grantee will comply with Public Law 103-227, also known as the Pro-Children Act of 1994, 20 USC 6081 et seq, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable 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 services.
2. The Grantee also assures, in addition to compliance with Public Law 103-227, any service or activity funded in whole or in part through this agreement will be delivered in a smoke-free facility or environment. Smoking shall not be permitted anywhere in the facility, or those parts of the facility under the control of the Grantee. If activities or services 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 or services shall be smoke-free.

F. Hatch Political Activity Act and Intergovernmental Personnel Act

The Grantee will comply with the Hatch Political Activity Act, 5 USC 1501-1509 and 7324-7328, and the Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Service Reform Act, Public Law 95-454, 42 USC 4728 - 4763. 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. National Defense Authorization Act Employee Whistleblower Protections

The Grantee will comply with the National Defense Authorization Act "Pilot Program for Enhancement of Grantee Employee Whistleblower Protections".

1. This agreement and employees working on this agreement will be subject to the whistleblower rights and remedies in the pilot program on Grantee employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2012 and FAR 3.908.
2. The Grantee shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
3. The Grantee shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold.

H. Clean Air Act and Federal Water Pollution Control Act

The Grantee will comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.

- a) 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 issue pursuant to these Acts. Violations must be reported to the Department.

I. Trafficking Victims Protection Act

The Grantee will comply with the Trafficking Victims Act of 2000, as amended.

- a) This agreement and anyone working on this agreement will be subject to the Trafficking Victims Protection Act and must comply with all applicable standards, orders or regulations issued pursuant to this Act. Violations must be reported to the Department.

J. Subcontracts

For any subcontracted service, 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. Exceptions to this policy may be granted by the Department upon written request.
2. That any executed subcontract shall 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 shall prevail. A conflict between this agreement and a subcontract, however, shall not be deemed to exist where the subcontract:
 - a. Contains additional non-conflicting provisions not set forth in this agreement; or
 - 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 shall 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 shall 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 USC 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 shall include a provision:
 - a. For compliance with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3).
 - b. For compliance with the Davis-Bacon Act (40 USC 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 USC 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.

K. Procurement

Grantee will ensure that all purchase transactions, whether negotiated or advertised, shall be conducted openly and competitively in accordance with the principles and requirements of Title 2 Code of Federal Regulations, Part 200. Funding from this agreement shall not be used for the purchase of foreign goods or services or both. Records shall be sufficient to document the significant history of all purchases are maintained for a minimum of three years after the end of the agreement period.

L. Health Insurance Portability and Accountability Act

To the extent that this act is pertinent to the services that the Grantee provides to the Department under this agreement, the Grantee assures that it is in compliance with the Health Insurance Portability and Accountability Act (HIPAA) requirements including the following:

1. The Grantee must not share any protected health data and information provided by the Department that falls within HIPAA requirements 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 data and 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.
6. Failure to comply with any of these contractual requirements may result in the termination of this agreement in accordance with Part II, Section V. Agreement Termination.
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 by the Grantee received 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.

M. Home Health Services

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

1. The Grantee shall 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" shall 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 shall 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).

N. Website Incorporation

The Department is not bound by any content on Grantee's website unless expressly incorporated directly into this Agreement.

O. Survival

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

P. 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 subcontracts of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purpose whatsoever other than the performance of this Agreement. The Grantee must take all reasonable precautions to safeguard the Confidential Information. These precautions must be at least as great as the precautions the Grantee takes to protect its own confidential or proprietary information.

2. Meaning of Confidential Information

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

- a. Has been marked "confidential" or with words or similar meaning, at the time of disclosure by such part;
- 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 part).
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.

Q. Cap on Salaries

None of the funds awarded to the Grantee through this Agreement shall 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. One single payment covering all non-fee-for-service programs will be made within the first week of each month. The Grantee can view their monthly prepayment within the MI E-Grants 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 Division, Expenditure Operations Section.
 - 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. 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. By submitting the FSR the individual 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 I and Section XIV of Part II. 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. Staffing Grant 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 are 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>

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, just be submitted by the due date using the format provided by the Department through MI E-Grants. 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 75 days after the agreement fiscal year-end, the Grantee must liquidate any unpaid year-end commitments and obligations. Any obligation remaining unliquidated after 75 days from the end of the agreement period shall 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 on the following dates following the agreement period

end date: <u>Project</u>	<u>Final FSR Due Date</u>
Public Health Emergency Preparedness	11/15/2019
All Remaining Projects	11/30/2019

Upon receipt of the final FSR electronically through MI E-Grants, 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 Accounting Division.

I. Penalties for Reporting Noncompliance

For failure to submit the final total Grantee FSR report by December 15, through MI E-Grants 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 MI E-Grants:

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, 10% 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 10% 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.
4. There must be a documented, well-defined rationale and audit trail for any cost distribution or allocation based upon Title 2 CFR, Part 200 Cost Principles and subject to Department review.

V. Agreement Termination

The Department may terminate this agreement without further liability or penalty to the Department for any of the following reasons:

- A. This agreement may be terminated by either party by giving 30 days written notice to the other party stating the reasons for termination and the effective date.
- B. This agreement may also be terminated by either party with 30 days prior written notice upon the failure of either party to carry out the terms and conditions of this agreement, provided the alleged defaulting party is given notice of the alleged breach and fails to cure the default within the 30 day period.
- C. This agreement may be terminated immediately if the Grantee's local health department, or an official of the Grantee's local health department, is convicted of any activity referenced in Part II, Section III.D, of this agreement during the term of this agreement or any extension thereof.
- D. This agreement may be terminated or modified immediately upon a finding by the Department in accordance with MCL 333.2235 that the Grantee local health department for the delivery of public health services under this agreement is unable or unwilling to provide any or all of the services as provided in this agreement, and the Department may redirect funds as necessary to ensure that the public health services are provided within the Grantee's jurisdiction.

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 order detailing the suspension. Grantee must comply with the stop work order upon receipt. The Department will not pay for Activities, Grantee's lost profits, 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 shall 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 shall 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. Any dispute arising as a result of this agreement shall be resolved in the State of Michigan.

VIII. Severability

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

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 I, 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 shall 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 at any time prior to May 1. The Department will provide a written response within 30 calendar days.

All amendments must be submitted to the Department within three weeks of receipt through MI E-Grants to assure the amendment can be executed prior to the end of the agreement period.

1. Any change proposed by the Grantee which would affect the state funding of any element funded in whole or in part by funds provided by the Department, subject to Part I, Section 3.C, of the agreement, must be submitted in writing to the Department immediately upon determining the need for such change. The proposed change may be implemented upon receipt of written notification from the Department.

Within thirty (30) days after receipt of the proposed change, the Department shall advise the Grantee in writing of its determination. Subsequently the Department will initiate any necessary formal amendment to the agreement for execution by all parties to the agreement.

Any changes proposed by the Department must be agreed to in writing by the Grantee and upon such written agreement, the Department shall initiate any necessary formal amendment as above.

2. Other 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 at any time prior to June 2. The Department will provide

a written response within 30 calendar days.

All amendments must be submitted to the Department by June 15 through MI E-Grants to assure the amendment can be executed prior to the end of the agreement period.

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X. Liability

- A. 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. 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.

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 is a State of Michigan Agreement and must be exclusively governed by the laws and construed by the laws of Michigan, excluding Michigan's choice-of-law principle. All claims related to or arising out of this agreement, or its breach, whether sounding in contract, tort, or otherwise, must likewise be governed exclusively by the laws of Michigan, excluding Michigan's choice-of-law principles. Any dispute as a result of this agreement shall be resolved in the State of Michigan.

XIII. Funding

- A. State funding for this agreement shall be provided from the applicable and available Department appropriations for the current fiscal year. The Department provided funds shall 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 shall 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.

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AA Attachments

A1 Attachment I - Instructions for the Annual Budget

**A2 Attachment III - Program Specific Assurances and Requirements
Attachment IV Notes**

DRAFT

Summary of Budget
Source of Funds

DRAFT

Washtenaw County

JOB DESCRIPTION

Job Code: 2502
Authorization: AA 1/15/19
Employee Group: 1000

CLASS TITLE: HEALTH PROMOTION COORDINATOR
DEPARTMENT: Public Health
FLSA STATUS: Non- Exempt

VISION

Washtenaw County Health Department envisions a healthy community where every resident has the opportunity to achieve optimal health and well-being.

GUIDING PRINCIPLE FOR HEALTH EQUITY

Washtenaw County Health Department is committed to working with community members and partners to address the factors that influence health, including employment, education, housing, neighborhood, public safety, food access, air and drinking water quality, and health care. Our work toward health equity and social justice will be guided by the following principles:

- We value all people equally
- We promote the improvement of living conditions in which community members are born, grow, reside, work, play, learn and age.
- We strengthen partnerships with community members that aid in community empowerment through community capacity building, organizing, and mobilizing.
- We name racism and other –isms as a barrier to health equity and social justice.

JOB SUMMARY

Under the general supervision of a higher-classified employee, serves as a professional lead worker, coordinating service activities of a designated unit within the department to which assigned and performing complex and sensitive professional public health interventions related to department and divisional operations and priorities.

Accountable for initiating, leading, and supporting effective public health interventions, including data collection and analysis, planning, implementation, and evaluation to achieve population health improvements for the community as a whole and, especially, where health disparities exist. Ideal candidate will work across the department and effectively with diverse audiences to foster public sharing of health information, data, and targeted interventions to maximize reach, impact and understanding. Provides research, analysis, and recommendations and is responsible for conveying complex information about public health issues and actions clearly and accurately to multiple audiences.

DEPARTMENT-WIDE CORE COMPETENCIES

- Applies ethical principles in accessing, collecting, analyzing, using, maintaining, and disseminating data and information
- Contributes to implementation of organizational strategic plan
- Communicates in writing and orally with linguistic and cultural proficiency (e.g., using age-appropriate materials, incorporating images)
- Describes the concept of diversity as it applies to individuals and populations (e.g., language, culture, values, socioeconomic status, geography, education, race, gender, age, ethnicity, sexual orientation, profession, religious affiliation, mental and physical abilities, historical experiences)
- Collaborates with community partners to improve health in a community (e.g., participates in committees, shares data and information, connects people to resources)
- Describes how public health sciences (e.g., biostatistics, epidemiology, environmental health sciences, health services administration, social and behavioral sciences, and public health informatics) are used in the delivery of the 10 Essential Public Health Services
- Adheres to organizational policies and procedures
- Incorporates ethical standards of practice (e.g., Public Health Code of Ethics) into all interactions with individuals, organizations, and communities

The above statements are intended to provide general guiding competencies and are not an exhaustive list.

EXAMPLES OF DUTIES

Essential Duties:

- Serves as a professional lead worker within the assigned unit of the department. Coordinates, monitors, and assigns work to other employees within the unit.
- Responsible for the development, implementation, and evaluation of individual and population-level health programs, including but not limited to health promotion programs, policy and environmental change, or content in variety of formats that describes, analyses, and measures the work performed and supported by the department. Requires independent judgment, attention to detail, and strong communication skills.
- Actively supports and assists in the development of strategic goals, objectives, policies, procedures, and work standards that support and enhance community health promotion and overall departmental health education, outreach, and public information.
- Leads the development, organization, and implementation of internal and external health promotion and outreach activities and operations across the department.
- Responsible for the preparation and delivery of services and information using a variety of strategies and methods including evidence-based interventions, sound public health practices, data-driven strategies, and community-based initiatives. Extensive public health understanding required as well as experience effectively working with diverse audiences to achieve population-level health improvements.

- Serves as team coordinator and/or active participant to facilitate collaborative work among professional or temporary staff and external partners.
- Provides direct information and community services, such data or emergency instructions, and making presentations at workshops, seminars, interviews, or events.
- Participates in performance management and continuous quality improvement to provide and receive feedback on service delivery, customer satisfaction, and effectiveness of message dissemination, outreach or interventions.
- Represents the department to the community, other departments, outside agencies, customers and their families, and other stakeholders professionally and with respect to community members stated needs and/or cultural and linguistic preferences to the greatest extent possible.
- Participates in planning, research, analysis, grant preparation, project management, and evaluation of designated unit/program. Develops funding proposals and actively manages funded activities, including monitoring expenses, adhering to reporting or other requirements, and fulfilling contractual obligations.
- Prepares reports, data summaries, or written and statistical information in a variety of formats for dissemination and presentation.
- Provides training, orientation, or support to other staff. Serves as a resource by providing consultation on community health promotion, health education materials, communications, outreach strategies, and other administrative or community services.

Important Duties:

- Responsible for the planning, implementation, and evaluation of health promotion, health education, and outreach initiatives, including grant funded projects, department-wide priorities, and emergency preparedness activities.
- Develops or continues the development of community health promotion projects utilizing web-based technology and other strategies to directly coordinate with community members and partners.
- Coordinates department materials, forms, reports, disease surveillance, data briefs, website content, and public communications in conjunction with internal staff and external partners.
- May serve as an alternate Public Information Officer or other key risk communication role, when the primary PIOs are unavailable.

- Uses standard office equipment in the course of the work. May drive a County or personal vehicle in the performance of the work.
- Performs other related duties as assigned

The above statements are intended to describe the general nature and level of work being performed by employees assigned this classification. They are not to be construed as an exhaustive list of all job duties performed by personnel so classified.

EMPLOYMENT QUALIFICATIONS

Knowledge, Skills, and Abilities:

- Solid understanding of principles and practices of public health, health promotion, health education, and/or related disciplines, such as community engagement, community organizing, and crisis communications.
- Ability to use computer applications and online platforms related to the work.
- Knowledge of and experience with administrative principles and practices, including goal setting, work teams approach, and project management methods.
- Ability to plan work, think conceptually, observe and evaluate trends, draw logical conclusions, and make sound decisions and recommendations.
- Ability to perform a variety of professional-level program and project management work without close supervision.
- Understanding of and ability to adhere to department policies, procedures, rules and regulations.
- Basic budgetary principles and practices and capacity to manage day-to-day project spending.
- Ability to collaborate effectively with individuals of varying socio-economic backgrounds.
- Analytical skills and strong ability to interpret, apply and explain complex concepts, health issues, or interventions, including data, laws, policies and regulations with diverse audiences.
- Research, data analysis, and report preparation and dissemination skills and techniques.
- Use of sound independent judgment within policy and procedural guidelines.
- Capacity to prepare clear, concise and effective written materials and maintain accurate records or supplies.
- Ability to establish and maintain effective working relationships within the department, among partners, and in the community.

LICENSES/CERTIFICATIONS

Possession of a valid Michigan Vehicle Operator's License is required. Professional licensing necessary to carry out the tasks of the unit/department to which assigned.

PHYSICAL DEMANDS

Duties require sufficient mobility to work in a normal office setting and use standard office equipment including a computer, vision to read printed materials and a computer screen and

hearing and speech sufficient to communicate. These requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

EDUCATION

Equivalent of a Bachelor's degree including, but not limited to: Bachelor of Social Work, Bachelor of Public Health, Bachelor in Clinical Psychology, Bachelor in Public Administration. Based on the nature and scope of the work performed by the assigned unit, some positions will require a Master's degree in one of these fields.

EXPERIENCE

Two (2) to three (3) years of progressively more responsible in performing professional level human services and/or related service delivery. Specific experience with organizational or governmental project management, grants management, program development and implementation, data analysis, program evaluation, public information, community engagement, multimedia formats, and risk communication.

This class description intends to identify the major duties and requirements of the job and should not be interpreted as all inclusive. Incumbents may be requested to perform job-related duties other than those outlined above and may be required to have specific job-related knowledge for successful job performance



DATE: 10/01/2019
STATUS: Temporary, Part Time
SALARY RANGE: \$25.00 per hour
TITLE: COMMUNITY HEALTH ADVOCATE
GRADE:
UNION AFFILIATION:

JOB SUMMARY

The Community Health Advocate (CHA) will perform a variety of activities focused on providing leadership and direction to Washtenaw County Health Department's community health improvement process, and/or partnering with WCHD to support engagement and action within neighborhoods and communities disproportionately impacted by health inequities, all in a non-office setting.

This is a temporary position for participation on the Community Leadership Team or the Health for All – Washtenaw Steering Committee.

VISION

Washtenaw County Health Department envisions a healthy community where every resident has the opportunity to achieve optimal health and well-being.

GUIDING PRINCIPLE FOR HEALTH EQUITY

Washtenaw County Health Department is committed to working with community members and partners to address the factors that influence health, including employment, education, housing, neighborhood, public safety, food access, air and drinking water quality, and health care. Our work toward health equity and social justice will be guided by the following principles:

- We value all people equally.
- We promote the improvement of living conditions in which community members are born, grow, reside, work, play, learn and age.
- We strengthen partnerships with community members that aid in community empowerment through community capacity building, organizing, and mobilizing.
- We name racism and other -isms as a barrier to health equity and social justice.
- Describes the concept of diversity as it applies to individuals and populations (e.g., language, culture, values, socioeconomic status, geography, education, race, gender, age, ethnicity, sexual orientation, profession, religious affiliation, mental and physical abilities, historical experiences).

EXAMPLES OF DUTIES

Essential Duties:

Increases public awareness of community health equity issues and supports programming focused on meaningful community change.

Informs new ways of collecting quantitative and qualitative data on community strengths and barriers to health.

Participates in regular meetings. This includes planning and facilitating meetings as well as performing any follow up tasks generated during meetings.

Participates in trainings and workshops designed to increase readiness towards addressing community-identified issues of importance.

Presents findings and shares information related to this work with partners, funders, and the broader community.

Develops relationships with community partners to support the values outlined in the department's mission, vision, and guiding principles.

Develops, reviews, and provides guidance on culturally appropriate programs, activities, and other community initiatives designed to assess and improve the health of community members.

Assists with outreach and recruitment for WCHD-sponsored community engagement events and meetings.

Participates in sub-groups to develop and implement health improvement activities for specific target populations as necessary.

Performs related duties as assigned.

The above statements are intended to describe the general nature and level of work being performed by employees assigned this classification. They are not to be construed as an exhaustive list of all job duties performed by personnel so classified.

DEPARTMENT-WIDE CORE COMPETENCIES

- Applies ethical principles in accessing, collecting, analyzing, using, maintaining, and disseminating data and information.
- Contributes to implementation of organizational strategic plan.
- Communicates in writing and orally with linguistic and cultural proficiency (e.g., using age-appropriate materials, incorporating images).
- Collaborates with community partners to improve health in a community (e.g., participates in committees, shares data and information, connects people to resources).
- Describes the concept of diversity as it applies to individuals and populations (e.g., language, culture, values, socioeconomic status, geography, education, race, gender, age, ethnicity, sexual orientation, profession, religious affiliation, mental and physical abilities, and historical experiences).
- Describes how public health sciences (e.g., biostatistics, epidemiology, environmental health sciences, health services administration, social and behavioral sciences, and public health informatics) are used in the delivery of the 10 Essential Public Health Services.
- Adheres to organizational policies and procedures.
- Incorporates ethical standards of practice (e.g., Public Health Code of Ethics) into all interactions with individuals, organizations, and communities.

The above statements are intended to provide general guiding competencies and are not an exhaustive list.

EMPLOYMENT QUALIFICATIONS

Knowledge, Skills and Abilities:

Ability to work collaboratively in a team and/or community setting while establishing and maintaining effective working relationships.

Ability to provide recommendations on strategies to improve the health of community members most impacted by health inequities.

DESIRED QUALIFICATIONS

Personal lived experience with inequitable systems and environments; includes professional experience working directly with communities that are impacted by health inequities Community Leadership Team Members:

- Experience living in and/or identifying with specific priority neighborhoods/populations.
- Ability to work effectively with communities of color or other under-represented communities, and partner organizations embedded in communities.
- Experience developing trust with community members and groups, particularly those who have been historically excluded – and sustaining trusted relationships over time.

LICENSES AND CERTIFICATIONS

None required.

PHYSICAL DEMANDS

Duties require sufficient mobility to work in the community. Use of standard equipment to communicate with other team members and members of the community. Requires ability to read printed material and must be hearing and speech sufficient to communicate in person or over the phone.

These requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

EDUCATION

No specified education level required.

EXPERIENCE

No prior experience required.

The above statements are intended to describe the general nature and level of work being performed by employees assigned this classification. They are not to be construed as an exhaustive list of all job duties performed by personnel so classified.



COUNTY ADMINISTRATOR
220 NORTH MAIN STREET, P.O. BOX 8645
ANN ARBOR, MICHIGAN 48107-8645
(734)996-3055
FAX (734)994-2592

TO: Katie Scott, Chair
Ways & Means Committee

THROUGH: Gregory Dill,
County Administrator

FROM: Trish Cortes, Executive Director
Washtenaw County Community Mental Health

DATE: September 4, 2019

SUBJECT: Washtenaw County Community Mental Health is requesting that the Washtenaw County Board of Commissioners approve the 2018/2019 Final Budget

BOARD ACTION REQUESTED:

It is requested that the Washtenaw County Board of Commissioners approve the 2018/2019 Final Budget for Washtenaw County Community Mental Health (WCCMH) which began on October 1, 2018 and ends September 30, 2019.

BACKGROUND:

The WCCMH Board has been monitoring the WCCMH FY 2019 operating budget and recommends the approval of the final budget amendment to align revenues and expenditures with the projected financial outcomes for the current fiscal year. The WCCMH operates under a Medicaid Subcontracting Agreement with the Community Mental Health Partnership of Southeast Michigan (CMHPSM). The CMHPSM receives its Medicaid revenue under a capitated shared-risk based funding model from the Michigan Department of Health and Human Services (MDHHS). The final revenue projections were not made available until after the first quarter of the fiscal year, therefore the budget was passed with assumptions and agreed Risk Strategy at the regional level.

DISCUSSION:

In the State of Michigan, the Medicaid mental health and substance use funds are disbursed through managed care organizations called Prepaid Inpatient Health Plans (PIHP). The Community Mental Health Partnership of Southeast Michigan (CMHPSM) is the designated Prepaid Inpatient Health Plan (PIHP) for the four county region that includes Lenawee, Livingston, Monroe and Washtenaw. CMHPSM contracts with WCCMH for the provision of specialty mental health services to Medicaid eligible individuals. Approximately 89% or \$79 million of the WCCMH budget is capitated Medicaid dollars received directly from CMHPSM and

must be used to provide medically necessary specialty mental health services to Medicaid eligible individuals.

In the shared-risk based funding model, the PIHP should maintain a risk reserve up to 7.5% of its overall annual revenue. Medicaid revenues are paid to the PIHP as a capitated payment, not fee for service. The PIHP ensures that all medically necessary and mandated services are provided within the Medicaid capitation. The risk reserve should be used to balance out the ups and downs of service demand and fluctuations in revenue.

There are several factors that play into the current financial challenges being faced by WCCMH and our entire CMHPSM regional partnership. Medicaid revenues in 2017, 2018 and into 2019 are not keeping up with the increased cost to provide services nor the acuity of individuals and demand for services. Accurate beneficiary eligibility for Medicaid programs has become increasingly worrisome and put an administrative burden on the CMHSP's to heavily monitor and resolve inaccuracies with MDHHS. The capitation rate methodology underwent changes starting in 2016 and those changes were fully implemented in 2018. The new methodology has resulted in declining Medicaid revenues and caused the PIHP to fully exhaust its Internal Service Fund at the close of fiscal year 2018. Ideally, the risk-based funding model is designed to cover the challenging years with minimal service disruption.

As a region, the Medicaid service demands have far exceeded the available revenues and therefore the PIHP chose to enter into litigation with the State to demand they fully fund the Medicaid program for which they are responsible. The litigation also argues the illegality of CMHSP's having to use other funds, such as County General Funds to cover Medicaid entitlements for which the State ultimately holds the responsibility to provide and adequately fund. The litigation is currently pending at the local circuit court level.

Locally, the WCCMH has worked to contain costs where possible during FY2019 without impacting consumers, staff and the network of providers. Over the past three years the growth in residential service needs and psychiatric hospitalizations has far exceeded the growth in revenues. Internal staffing and infrastructure costs are an on-going challenge and an unfunded mandated imposed on WCCMH. Wage increases, high fringe costs and Cost Allocation Plan increases continue to rise at a level contradictory to Medicaid revenues. For example, wage increases for FY 2019 had a \$1 million impact on the WCCMH budget, not including the PDQ position reclassifications authorized and funded by the Board of Commissioners.

The final budget amendment seeks to align the revenues consistent with the PIHP Risk Strategy and the projected expenditures for FY2019. The final budget includes anticipated Medicaid revenues currently unavailable by the CMHPSM, but will be identified in the final close out process.

IMPACT ON HUMAN RESOURCES:

There is no impact to Human Resources.

IMPACT ON BUDGET:

There is no impact to County General Fund.

IMPACT ON INDIRECT COSTS:

There is no impact to indirect costs.

IMPACT ON OTHER COUNTY DEPARTMENTS OR OUTSIDE AGENCIES:

There is no impact to other County departments or outside agencies.

CONFORMITY TO COUNTY POLICIES:

The request is in conformance with County policies.

ATTACHMENTS/APPENDICES:

A RESOLUTION APPROVING THE WASHTENAW COUNTY COMMUNITY MENTAL HEALTH
2018/2019 FINAL BUDGET

WASHTENAW COUNTY BOARD OF COMMISSIONERS

September 18, 2019

WHEREAS, the Washtenaw County Community Mental Health (WCCMH) has been designated by the Michigan Department of Health and Human Services (MDHHS) as the Community Mental Health Service Provider (CMHSP) for Washtenaw County; and

WHEREAS, Washtenaw County Community Mental Health is a partner in the Community Mental Health Partnership of Southeast Michigan, the Prepaid Inpatient Health Plan for the four county region of Lenawee, Livingston, Monroe and Washtenaw; and

WHEREAS, the WCCMH 2018/2019 final budget has been approved by the Washtenaw County Community Mental Health Board on August 16, 2019; and

WHEREAS, the WCCMH final budget includes the collected and anticipated Medicaid revenues from the CMHPSM to meet the projected final expenditures for FY2019; and

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners hereby approves the Washtenaw County Community Mental Health 2018/2019 final budget amendment.

Washtenaw County Community Mental Health
Business Unit: 22205100
Fiscal year: 10/1/18-9/30/19
Final Budget

	WCCMH		WCCMH	
	FY 2019		FY 2019	
Revenues	Amended Budget		Original Budget	Variance
50 - Federal Revenue	\$	117,636	\$ 117,636	\$ -
54 - State Revenue		83,739,380	83,739,354	26
58 - Local Revenue		238,474	238,474	-
60 - Fees and Services		820,000	820,000	-
67 - Other Revenue		1,923,977	1,923,977	-
69 - Transfers In		1,693,272	1,693,272	-
		88,532,739	88,532,713	26
Expenditures				
70 - Personal Services	\$	30,302,609	\$ 31,487,578	\$(1,184,969)
75 - Supplies		252,000	252,000	-
80 - Other Svcs and Chgs		54,037,013	52,360,013	1,677,000
95 - Internal Svc Chgs		3,941,117	4,433,122	(492,005)
	\$	88,532,739	\$ 88,532,713	\$ 26



COUNTY ADMINISTRATOR
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TO: Katie Scott, Chair
Ways & Means Committee

THROUGH: Gregory Dill,
County Administrator

FROM: Trish Cortes, Executive Director
Washtenaw County Community Mental Health

DATE: September 4, 2019

SUBJECT: Washtenaw County Community Mental Health is requesting that
the Washtenaw County Board of Commissioners approve the
2019/2020 Annual Operating Budget

BOARD ACTION REQUESTED:

It is requested that the Washtenaw County Board of Commissioners approve the 2019/2020 annual operating budget for Washtenaw County Community Mental Health (WCCMH) which begins on October 1, 2019 and authorizes the Administrator to approve the delegate contracts which includes those between WCCMH and both, the Community Mental Health Partnership of Southeast Michigan (CMHPSM) and Michigan Department of Health and Human Services (MDHHS).

BACKGROUND:

The WCCMH Board approved the FY 2020 annual operating budget on August 16, 2019 in order to meet the scheduled meetings for the Board of Commissioners September schedule. The WCCMH has not received revenue projections and will not receive a Medicaid Subcontracting Agreement from the CMHPSM until the end of September. The WCCMH Board is kept aware of the contract updates and reviews the revenues and expenditures in detail each month. There has also been a commitment to providing quarterly financial status updates to BOC within 60 days of quarter end.

DISCUSSION:

The County of Washtenaw is the designated Community Mental Health Service Provider (CMHSP) for Washtenaw County. CMHSP's in the State of Michigan are regionalized into 10 Prepaid Inpatient Health Plans (PIHPs) across the State. Washtenaw County Community Mental Agency (WCCMH) is included in a four county PIHP region that includes Lenawee, Livingston and Monroe.

PIHPs are under contract with the Michigan Department of Health and Human Services (MDHHS) using a capitated, shared-risk funding model. The State draws down Federal Medicaid funds for community mental health services and under an actuarially sound payment methodology, which is based on overall beneficiaries within the PIHP, disburses the Medicaid revenue to the ten regions.

The PIHPs are responsible for ensuring that the CMHSPs are providing all medically necessary and mandated specialty mental health and substance use services to all qualifying Medicaid beneficiaries. The Community Mental Health Partnership of Southeast Michigan (CMHPSM), which is the PIHP for the WCCMH, initiates a Medicaid Sub-Contracting agreement to the four CMHSP's within the region. The agreement mirrors language from the State to PIHP Medicaid agreement, and identifies which functions of the PIHP are being delegated to the CMHSP. For example, the provision of service is delegated to the WCCMH and several of the administrative functions, such as utilization management and provider network management. Through various monitoring and audit mechanisms, the CMHPSM ensures that WCCMH is providing all of the medically necessary and mandated services to the eligible individuals within Washtenaw County.

In the shared-risk based funding model, the PIHP maintains a risk reserve up to 7.5% of its overall annual revenue. Medicaid revenues are paid to the PIHP as a capitated payment, not fee for service. The PIHP ensures that all medically necessary and mandated services are provided within the Medicaid capitation. The risk reserve is used to balance out the ups and downs of service demand and fluctuations in revenue from year to year.

In the situation where a PIHP is overspending their available Medicaid funding, then the shared-risk funding model becomes applicable to cover the deficit. The shared-risk model is as follows:

100-105% PIHP Risk Reserve (when available) or Local Funds
105-110% Shared Risk Corridor between MDHHS and Local Funds
>110% MDHHS

There are several factors that play into the current financial challenges being faced by WCCMH and our entire regional partnership. Beginning in 2016 the State set forth a phased in approach to a new capitated rate development methodology. As a result, Medicaid funding for our region has declined to an insufficient level. The historical experience of the CMH system is that as the health of the economy improves, generally the number of Medicaid eligible individuals decreases and can have a negative impact on the CMH system funding, even though the number of individuals qualifying for CMH services remains consistent. Theoretically, the risk-based funding model is designed to cover the challenging years with minimal service disruption.

WCCMH has seen a steady increase in the cost to provide residential services to the consumers in the County. Residential services represent 40% of the WCCMH budget and includes licensed residential settings (group homes), as well as unlicensed residential settings where Community Living Supports (CLS) services are provided to an individual in their own home. Capacity constraints for residential settings has forced placements outside of the County to ensure the provision of mandated and medically necessary services. These placements tend to be more expensive and are generally non-negotiable as the demand for these placements state-wide is equally as high.

The direct care worker shortage has been particularly burdensome within our region. Low wages, derived from insufficient Medicaid funds, has put a strain on our network of community providers to meet the health and safety needs of the individuals we serve. Comparable wages can be attained from far less demanding work that requires little to no training. These challenges

have led to high turnover, exhausted training resources and the elimination of supervision and coaching to ensure quality service provision at the aide level.

For our region, the increased cost of service provision and insufficient revenue has ultimately put the PIHP into the shared-risk corridor with MDHHS. At the close of FY 2018, the PIHP has depleted their Medicaid risk reserve and is facing an additional multi-million dollar shortfall. As the revenue challenges have continued into FY 2019 (October 1, 2018 – September 30, 2019) the PIHP has zero reserves and is currently trending to have over a \$16 million shortfall. WCCMH is locally projecting to be \$10 million over the available Medicaid revenues for FY 2019.

On October 8, 2018, the WCCMH Board sent a letter to BOC highlighting the concerns moving in to the 2019 fiscal year. The WCCMH Board proposed a workgroup charged with exploring solutions to the on-going financial challenges. That group was finalized in February 2019 and has worked to understand and identify the mental health budget challenges. Ultimately, the County Administrator put forth a set of recommendations to close the deficit for FY 2020.

The WCCMH Board has fully considered the recommendations and incorporated the agreed upon solutions into the balanced budget as presented.

Due to a delay in Medicaid capitation rate information for FY 2020 the following revenue assumptions were used in the revenue projection. Medicaid revenue assumptions were developed locally by the CMH Finance Director, as Medicaid revenue projections from the PIHP are not yet available due to State delays in providing FY 2020 rate specifics. The assumption for all Medicaid funds totals \$74,165,000, or an increase of approximately \$4 million from FY 2019.

State General Fund revenue assumptions are based on the understanding that MDHHS will continue to increase the WCCMH's General Fund authorization by \$360,000 each year over the course of the four years. The first increase was given in FY 2019 and the total increase over the 5 year period is set to reach \$1.8M. WCCMH has not received formal notification from MDHHS regarding the authorization for FY 2020, typically this occurs in September.

WCCMH regularly participates in several grant opportunities through MDHHS, the PIHP (via MDHHS) and private grantors. Much of the grant information was not released until later than usual and this portion of the budget is likely to need amending when finalized awards have been communicated.

The County's annual appropriation for mental health will continue at the \$1,528,080 to meet local match obligations, as well as the continued support for jail services of \$165,192.

The CMH budget must balance in totality and also balance with prescriptive fund sources and expense recognition for the projected service delivery. Prior fiscal year experience was used to forecast the anticipated expenditure levels as it pertains to the contracted service lines, such as residential services and inpatient psychiatric hospitalizations. The services provided directly by WCCMH staff are assumed using a fixed staffing and indirect budget and applied to the projected consumer benefit eligibility at the time of service.

WCCMH's budget assumes that the entire CMH CAP for FY 2020 is absorbed by the County General Fund to support CMH operations and ensure the following:

1. No impact to the individuals we serve.
2. No impact to the County staff supporting individuals we serve.
3. No impact to the provider network that supports the individuals we serve.

Once finalized revenue has been received and incorporated into the budget for development, County General Fund support can be adjusted down to reflect any additional revenue opportunity. Furthermore, should the revenue be less than projected, the WCCMH Board will identify necessary reductions for recommendation to BOC within 45 days.

IMPACT ON HUMAN RESOURCES:

The creation of a Service Coordinator-Hospital & Court Liaison position and elimination of an existing Mental Health Professional position on the Utilization Review Team. On the Utilization Review Team, it is essential that all staff are able to provide cross coverage for hospital and court duties. The existing staff is credentialed to cover all duties and should be a Service Coordinator position along with the rest of the team so that responsibilities can be evenly distributed across the entire Utilization Review Team. Staff currently occupies the MHP position but is performing the work of a Service Coordinator as a temporary assignment in order to meet the work demands.

PCN	Position Title	Employee Group	Grade	Create	Eliminate
2355-0042	Mental Health Professional	1000	23		1.0
2629-0003	Service Coordinator – Hospital & Court Liaison	1000	26	1.0	

IMPACT ON BUDGET:

The requested CAP relief would require \$4.3M in County General Fund dollars to offset the lost revenue to the General Fund.

IMPACT ON INDIRECT COSTS:

There is no impact to indirect costs.

IMPACT ON OTHER COUNTY DEPARTMENTS OR OUTSIDE AGENCIES:

Relieving CMH’s CAP would require utilization of County General funds that then would not be available to direct to the other County departments initiatives/priorities or outside agencies requests. There is yet to be addressed CMH’s FY 2018/2019 deficit. While it is anticipated that there will be some additional Medicaid funding from the State it is not believed the amount will be enough to cover the current projected deficit of \$10.3 million. The State of Michigan will require a deficit elimination plan to be filed for the final amount of the deficit with a payment plan that does not exceed five years. General fund dollars will be needed to pay down and eliminate the deficit for any amount not covered by State Medicaid.

CONFORMITY TO COUNTY POLICIES:

The request is in conformance with County policies.

ATTACHMENTS/APPENDICES:

Resolution

A RESOLUTION APPROVING THE WASHTENAW COUNTY COMMUNITY MENTAL HEALTH
2019/2020 ANNUAL OPERATING BUDGET

WASHTENAW COUNTY BOARD OF COMMISSIONERS

September 18, 2019

WHEREAS, the Washtenaw County Community Mental Health (WCCMH) has been designated by the Michigan Department of Health and Human Services (MDHHS) as the Community Mental Health Service Provider (CMHSP) for Washtenaw County; and

WHEREAS, Washtenaw County Community Mental Health is a partner in the Community Mental Health Partnership of Southeast Michigan, the Prepaid Inpatient Health Plan for the four county region of Lenawee, Livingston, Monroe and Washtenaw; and

WHEREAS, the WCCMH 2019/2020 annual operating budget was approved by the Washtenaw County Community Mental Health Board on August 16, 2019; and

WHEREAS, Washtenaw County Community Mental Health will receive revenue contracts from the Community Mental Health Partnership of Southeast Michigan and Michigan Department of Health and Human Services for the provision of specialty mental health services within Washtenaw County; and

WHEREAS, the Washtenaw County Board of Commissioners appropriates \$1,528,080 annually to fulfill the match requirements of the WCCMH and an additional \$165,192 to support mental health services in the jail; and

WHEREAS, the WCCMH Board will present a balanced budget amendment upon receipt of revenue from its funders within 45 days; and

WHEREAS, the WCCMH Board will bring formal quarterly budget updates to the BOC within 60 days of quarter end; and

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners hereby approves the Washtenaw County Community Mental Health 2019/2020 annual operating budget.

BE IT FURTHER RESOLVED that the Board of Commissioners authorizes the Administrator to sign delegate contracts, upon review and approval of Corporation Counsel.

BE IT FURTHER RESOLVED that the Board of Commissioners authorizes the following position modifications:

PCN	Position Title	Employee Group	Grade	Create	Eliminate
2355-0042	Mental Health Professional	1000	23		1.0
2629-0003	Service Coordinator – Hospital & Court Liaison	1000	26	1.0	

**Washtenaw County Community Mental Health
Business Unit: 22205100
Fiscal year: 10/1/19-9/30/20
Annual Budget**

	WCCMH	WCCMH	
	FY 2020	FY 2019	
	Proposed Budget	Final Budget	Variance
Revenues			
50 - Federal Revenue	\$ 117,636	\$ 117,636	\$ -
54 - State Revenue	79,466,846	83,739,380	(4,272,534)
58 - Local Revenue	808,027	238,474	569,553
60 - Fees and Services	795,000	820,000	(25,000)
67 - Other Revenue	1,429,605	1,923,977	(494,372)
69 - Transfers In	1,693,272	1,693,272	-
Transfers In to eliminate Deficit	-	384,795	(384,795)
Total Revenues	84,310,386	88,917,534	(4,607,148)
Expenditures			
70 - Personal Services	\$ 29,374,536	\$ 30,302,609	\$ (928,073)
75 - Supplies	275,470	252,000	23,470
80 - Other Svcs and Chgs	54,060,130	54,037,013	23,117
95 - Internal Svc Chgs	600,250	3,941,117	(3,340,867)
Total Expenditures	\$ 84,310,386	\$ 88,532,739	\$ (4,222,353)



COUNTY ADMINISTRATOR
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TO: Katie Scott
Chair, Ways & Means Committee

THROUGH: Greg Dill
County Administrator

FROM: Judy Kramer
Risk Manager

DATE: September 4, 2019

SUBJECT: Insurance Coverages For October 1, 2019 to October 1, 2020

BOARD ACTION REQUESTED:

It is requested that the Washtenaw County Board of Commissioners accept a quote for insurance coverages for the period of October 1, 2019 to October 1, 2020 for (1) property and boiler and machinery, (2), general liability, law enforcement liability, public officials liability, and auto liability, (3) crime, (4) fiduciary liability, (5) lawyers professional, (6) judicial liability, (7) medical professional, (8) excess crime and (9) Liquor Liability.

BACKGROUND:

On October 1, 2019, the existing insurance coverages for the County of Washtenaw will expire. The insurance policies that will expire are the policies listed above. New insurance policies for these coverages need to be placed.

The County, through the Office of Risk Management, obtained renewal quotes and negotiated renewal coverages and premiums for these policies. The quotes were reviewed by Risk Management, the Administrator, Corporation Counsel and the Finance Department.

After careful review of the quotes and the current needs of the County, it has been determined that the following proposals for insurance coverages from the following companies should be accepted:

County Insurance Agency:

Arthur J. Gallagher Insurance Agency

Type of Coverage

1.	Chubb Insurance Company	\$226,922
	Property coverage at Total Insurable Values of \$404,822,603 with a SIR of \$250,000, with a \$200 Million Loss Limit	
2.	Genesis Insurance Company	\$726,607
	General Liability, Law Enforcement Liability, Auto Liability, \$5,000,000 each occurrence Limit, with a \$10,000,000 aggregate, and Public Officials \$5,000,000 each claim, with a \$10,000,000 aggregate, with a \$750,000 SIR.	
3.	Great American Insurance Company	\$12,126
	Crime – Total Limit of \$5,000,000 with a \$25,000 deductible	
4.	Chubb Insurance Company	\$19,029
	Fiduciary Liability – Limit \$3,000,000 each loss	
5.	Underwriters at Lloyd’s, London	\$2,492.80
	Lawyers Professional Liability – Limit \$1,000,000 with \$1,250 deductible	
6.	Underwriters at Lloyd’s London	\$36,274.75
	Judges Insurance \$1,000,000 limit covers all Judges under one policy \$2,500 deductible	
7.	Hudson Insurance Company	\$89,534
	Medical professional liability with \$1,000,000 per Claim and \$3,000,000 aggregate and \$250,000 SIR	
8.	Travelers Casualty & Surety Co of America	\$7,890
	Excess Crime	
9.	Illinois Union Insurance Company	\$1,647.68
	Liquor Liability, \$1,000,000/\$2,000,000	
	TOTAL	\$1,122,523.23

DISCUSSION:

The insurance coverages will be used to protect the County from uncertain losses that may arise over the next 12 months.

The insurance policies will be in effect from October 1, 2019 through October 1, 2020. Prior to the expiration of the above policies, new quotes will be solicited depending on the market and based on the needs of the County at that time.

As Underwriter at Lloyd's, London is undergoing contract negotiations; the current judicial liability coverage policy has been extended to November 1, 2019 for an additional premium of \$3,083.20. The anticipated renewal premium for the period of November 1, 2019 to October 1, 2020 is set at \$33,191.55.

IMPACT ON HUMAN RESOURCES:

There will be no impact on Human Resources.

IMPACT ON BUDGET:

The current budget for insurance premiums is sufficient to cover these costs.

IMPACT ON OTHER COUNTY DEPARTMENTS OR OUTSIDE AGENCIES:

There will be no impact on other County Departments or outside agencies.

CONFORMITY TO COUNTY POLICIES:

This request conforms to County policy.

A RESOLUTION ACCEPTING OFFERS FOR INSURANCE COVERAGE FOR THE
COUNTY FOR THE PERIOD OCTOBER 1, 2019 – OCTOBER 1, 2020

WASHTENAW COUNTY BOARD OF COMMISSIONERS

SEPTEMBER 18, 2019

WHEREAS, various insurance coverages for the County expire on October 1, 2019; and

WHEREAS, the Office of Risk Management recommended obtaining quotes from insurance carriers and negotiation with the current agent and the County Administrator concurred with this recommendation; and

WHEREAS, insurance proposals have been received from Arthur J. Gallagher & Co., and reviewed by the Risk Management, the County Administrator's Office, Corporation Counsel and the Finance Department; and

WHEREAS, after review of the various proposals, recommendations have been made to award the insurance contracts; and

WHEREAS, this matter has been reviewed by the Finance Office, the County Administrator's Office, Corporation Counsel and the Ways & Means Committee

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners hereby approves the following award to place the insurance contracts for Washtenaw County for the period October 1, 2019 through October 1, 2020, with the following companies:

County Insurance Agency:
Arthur J. Gallagher Insurance Agency

Type of Coverage

- | | | |
|----|---|-----------|
| 1. | Chubb Insurance Company | \$226,922 |
| | Property coverage at Total Insurable Values of \$404,822,603 with a SIR of \$250,000, with a \$200 Million Loss Limit | |
| 2. | Genesis Insurance Company | \$726,607 |
| | General Liability, Law Enforcement Liability, Auto Liability, \$5,000,000 each occurrence Limit, with a \$10,000,000 aggregate, and Public Officials \$5,000,000 each claim, with a \$10,000,000 aggregate, with a \$750,000 SIR. | |
| 3. | Great American Insurance Company | \$12,126 |
| | Crime – Total Limit of \$5,000,000 with a \$25,000 deductible | |

4.	Chubb Insurance Company Fiduciary Liability – Limit \$3,000,000 each loss	\$19,029
5.	Underwriters at Lloyd’s, London Lawyers Professional Liability – Limit \$1,000,000 with \$1,250 deductible	\$2,492.80
6.	Underwriters at Lloyd’s London Judges Insurance \$1,000,000 limit covers all Judges under one policy \$2,500 deductible	\$36,274.75
7.	Hudson Insurance Company Medical professional liability with \$1,000,000 per Claim and \$3,000,000 aggregate and \$250,000 SIR	\$89,534
8.	Travelers Casualty & Surety Co of America Excess Crime	\$7,890
9.	Illinois Union Insurance Company Liquor Liability, \$1,000,000/\$2,000,000	\$1,647.68
	TOTAL	\$1,122,523.23