



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

<b><u>Position #</u></b>	<b><u>Position Title</u></b>	<b><u>General Ledger</u></b>	<b><u>Group</u></b>	<b><u>Grade</u></b>	<b><u>Eliminate</u></b>	<b><u>Create</u></b>
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>
<b>Revenue:</b>				
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)
<b>Expenditures</b>				
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}

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Name	Title
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{fin\_email}

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E-Mail Address	Telephone No.
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**10. Special Conditions**

- A. This agreement is valid upon approval and execution by the Department which may be contingent upon 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}

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Name	Title
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**For the {dept\_name}**

Christine H. Sanches	{current_date}
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Christine H. Sanches, Director Bureau of Grants and Purchasing	Date
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**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](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](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](mailto: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: <b><u>Project</u></b>	<b><u>Final FSR Due Date</u></b>
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**

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**Summary of Budget**  
**Source of Funds**

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# 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.