MUSKECON COUNTY BOARD OF COMMISSIONERS
MUSKEGON COUNTY, MICHIGAN

AGENDA

HUMAN SERVICES COMMITTEE
Hall of Justice
990 Terrace Street, Muskegon, MI
May 7, 2019 – 3:30 PM

Charles Nash, Chair
Marcia Hovey-Wright, Vice-Chair

1. Call to Order
2. Roll Call
3. Approval of the Minutes of April 9, 2019
4. Public Comment (on an agenda item)
5. Communication:
   Planned Parenthood of Michigan Correspondence Dated April 26, 2019
6. Items for Consideration

   HS19/05 – 10 (Public Health) Authorize Public Health to Subcontract with GVSU Annis Water Resources Institute to Conduct Great Lakes Beach Water Monitoring
   HS19/05 – 11 (Public Health) Authorize Public Health to Accept $44,966 from Muskegon Community Health Project and Subcontract with Coalition for Community Development to Provide Community Level Technical Support and Training
   HS19/05 – 12 (Public Health) Approve 15 Senior Millage Funding Awards and 1 Contract Amendment and Authorize Senior Millage Grants Administrator to Proceed with the Administration of the Programs

Public Comment
Persons may address the Commission during the time set aside for Public Comment or at any time by suspension of the rules. All persons must address the commission and state their name for the record. Comments shall be limited to two (2) minutes for each participant, unless time is extended prior to the public comment period by a vote of a majority of the commission.
7. Old Business

HS19/04 – 09 To approve 16 senior millage funding awards totaling $523,415 and 1 contract amendment (additional $10,000) as recommended by the Senior Activities Committee; and to authorize the designated Senior Millage Grants Administrator, Senior Resources (excluding the 2 awards granted to Senior Resources) to proceed with the administration of the programs.

8. New Business

9. Public Comment

10. Adjournment
Muskegon County
Human Services Committee Meeting
April 9, 2019
4:00 p.m.
Hall of Justice, 4th Floor
Muskegon, MI

Charles Nash, Chair                  Marcia Hovey-Wright, Vice-Chair

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MINUTES
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CALL TO ORDER

The meeting was called to order by Commissioner Nash at 3:37 p.m.

ROLL CALL

Present:  Gary Foster, Marcia Hovey-Wright, Susie Hughes, Zach Lahring, Kenneth Mahoney, Charles Nash, Bob Scolnik, John Snider, IL, Rillastine Wilkins

Also Present:  Doug Hughes, Williams Hughes, PLLC, Corporate Counsel; Mark Eisenbarth, County Administrator; Lisa Chalko, Administrative Coordinator

APPROVAL OF MINUTES

It was moved by Commissioner Foster, supported by Commissioner Mahoney, to approve the minutes of the March 5, 2019, meeting as written. Motion carried.

PRESENTATION

Commissioner Nash asked Ms. Kathy Moore, Public Health Director, to address the Board and to speak about the need for additional space at the Public Health office.

Ms. Moore discussed the need for additional space in the Public Health department for a second clinical room to expand the STD/HIV program and to assist with current space inefficiencies. She introduced staff who spoke on the need for privacy and expanded space.

PUBLIC COMMENT (On an agenda item)

The following individuals spoke regarding motion #HS19/04 – 08:

Pat Camp
Sean Campbell
Shawn Lahring
Doug Geib
Anna Derouin
Sondra Cross

Peggy Jensen
Lisa Middlecamp-Lowder
Kristi Clark
Barbara Klingenmaier
Donna Lachniet
Susan Koppel

Lindy Patterson
Patti Groessl
Daniel Newman
Penny Russick
Tom Bessinger
Lorelie Hard
ITEMS FOR CONSIDERATION

HS19/04 - 07  It was moved by Commissioner Foster, supported by Chairman Hughes, to authorize Public Health to reclassify one vacant Environmental Health Officer II position #G34302 and one vacant Environmental Protection Officer II #G34901 (table GU-00280) to Environmental Health Officer - Unit Leader positions (table GU-00290) to provide oversight and guidance of daily work activities in the Food Service Sanitation and environmental quality programs with no change to general fund. [Abstain – Mahoney] Motion carried.

HS19/04 – 08  It was moved Commissioner Foster, supported by Commissioner Snider, to give 90-days written notice to terminate the rental contract agreement with Planned Parenthood and reclaim the clinical space/rooms to expand STD/HIV services to high-risk residents in Muskegon County and to assure safe, confidential and sanitary operations for all nursing programs/services within the health department; with no change/increase in general fund appropriation.

ROLL CALL:
Yes: Foster, Hughes, Lahrin, Nash, Scolnik, Snider, Wilkins
No:  Hovey-Wright, Mahoney

Motion carried.
It was moved by Commissioner Hovey-Wright, supported by Commissioner Mahoney, to postpone motion #HS19/04 – 08.

ROLL CALL:
Yes: Hovey-Wright, Mahoney
No: Foster, Hughes, Lahrinig, Nash, Scolnik, Snider, Wilkins

Motion defeated.

HS19/04 – 09 It was moved by Commissioner Foster, supported by Commissioner Snider, to approve 16 senior millage funding awards totaling $523,415 and 1 contract amendment (additional $10,000) as recommended by the Senior Activities Committee; and to authorize the designated Senior Millage Grants Administrator, Senior Resources (excluding the 2 awards granted to Senior Resources) to proceed with the administration of the programs.

It was moved by Commissioner Scolnik, supported by Commissioner Snider, to table motion #HS19/04 – 09 until the May 7th, 2019, Human Services Committee meeting.

ROLL CALL:
Yes: Foster, Hovey-Wright, Hughes, Lahrinig, Mahoney, Nash, Scolnik, Snider, Wilkins

Motion carried.

Commissioners requested a Board Work session to further discuss the Senior Millage proposal process and Senior Activities Committee.

OLD BUSINESS

None.

NEW BUSINESS

Ms. Beth Dick, Finance Director/Assistant County Administrator, addressed the Board and noted the 2018 Comprehensive Annual Financial Report would be presented by Rehmann Robson at the Ways & Means Committee meeting of Thursday, April 11th.

Ms. Donna Pennington requested the Board consider an alternate venue when a large number of people are expected to attend a meeting.
Mr. Benjamin Spencer addressed the Board and questioned how the Board would know in advance of attendance. He also commended the Board for their objectiveness in dealing with public comments at the meeting.

PUBLIC COMMENT

None.

ADJOURNMENT

There being no further business to come before the Human Services Committee, the meeting adjourned at 5:32 p.m.
Via Hand Delivery on April 26, 2019

Ms. Kathy Moore
Public Health Director
County of Muskegon
209 East Apple Ave.
Muskegon, Michigan 49442

Re: Termination of Memorandum of Understanding between Public Health – Muskegon County and Planned Parenthood of West and Northern Michigan

Dear Ms. Moore:

This letter is to inform you that, effective June 28, 2019, (the “Termination Date”) Planned Parenthood of Michigan (the successor organization to Planned Parenthood of West and Northern Michigan) is terminating the Memorandum of Understanding between Public Health – Muskegon County and Planned Parenthood of West and Northern Michigan (the “MOU”). A copy of the MOU is enclosed.

Planned Parenthood of Michigan will continue to provide the services required under the MOU (“Contracted Services”) up to the Termination Date. As required under Sections III and IV of the MOU, Planned Parenthood of Michigan will forward its final invoice for Contracted Services to Public Health - Muskegon County within 30 days after the Termination Date, for payment by Public Health - Muskegon County within 15 days after receipt of the final invoice. All other terms and conditions of the MOU will remain in effect until the Termination Date.

Should you have any questions about this letter, please contact me at 734.926.4815.

Sincerely,

Lori Carpentier
CEO

cc: Patsy Villegas
Michigan Department of Health and Human Services
Section Manager
Division of HIV and STD Programs
MEMORANDUM OF UNDERSTANDING between
PUBLIC HEALTH – MUSKEGON COUNTY and
PLANNED PARENTHOOD OF WEST AND NORTHERN MICHIGAN

This Memorandum of Understanding (MOU) is between Planned Parenthood of West and Northern Michigan (hereinafter referred to as "Planned Parenthood" or "PPWM") and Public Health – Muskegon County (hereinafter referred to as "PHMC").

I. PURPOSE

The purpose of this MOU is to officially document the partnership between PHMC and Planned Parenthood for the provision of sexually transmitted infection (STI) screening and treatment services.

II. SCOPE OF SERVICES

Public Health will reimburse Planned Parenthood for the uninsured and under-insured Muskegon County residents who are tested and treated through their "Get Yourself Tested" program at a rate not to exceed $65 per client service. The cost to Public Health will be offset with Medicaid, other insurance payments and/or other funding sources. Any clients/residents who qualify for Title X family planning services will be enrolled in the program and serviced without cost to PHMC.

III. RESPONSIBILITIES OF PLANNED PARENTHOOD

1. Provide STI services to the uninsured and under-insured Muskegon County residents who present themselves for services and are eligible patients for services under this partnership.

2. STI services shall include Chlamydia and Gonorrhea screening, treatment and partner treatment consistent with established PPWM Medical Standards and Guidelines.

3. Offer and provide HIV rapid results testing upon request of the patient.

4. Provide follow-up treatment services for established and new patients as needed.

5. Publish and inform PHMC of service days and hours; and accept patients seeking STI and/or HIV screening and treatment services as scheduled and walk-in patient volume allows.

6. Provide monthly reports regarding patient visits, tests completed, results and treatment and other select indicators as available from the EMR/EPM system.

7. Invoice PHMC on a monthly basis for services provided under this partnership; bill STI and HIV activities separately; and deduct payments received or expected from Medicaid, patient insurances and other funding sources from charges prior to billing.

8. Be responsible for all professional malpractice and liability insurance covering PPWM employees when providing services under this partnership.

9. Attend and participate in quarterly meetings with Public Health to review, discuss and address any questions, concerns, and/or comments related to this MOU as needed.
IV. RESPONSIBILITIES OF PHMC

10. Process payments to Planned Parenthood within 15 days from invoice receipt.

11. Be responsible for all matters related to the facility (rental space and shared areas) including maintenance, repairs, cleaning, HVAC, security, parking lot and related building issues.

12. Be responsible for reporting activities that may be required by any outside source.

13. Attend and participate in program meetings with Planned Parenthood to review, discuss and address any questions, concerns, and/or comments related to this MOU as needed.

V. CONFIDENTIALITY, SECURITY AND CHAIN OF TRUST

All parties agree to comply with the Health Insurance Portability and Accountability Act (HIPAA) and the regulations and/or requirements related to its compliance. All parties also agree to protect the confidentiality and integrity of clients' medical, mental health and substance abuse information of as required by law and professional ethics.

VI. DURATION OF CONTRACT/TERMINATION

This partnership shall be deemed effective on March 16, 2015 and shall continue, subject to the availability of funds, on an ongoing basis until terminated.

In the event a change in the law or regulations governing either party makes it impossible to comply with the intent of this partnership, the parties agree they will either renegotiate the terms of this MOU or they will mutually terminate this Partnership MOU.

This Partnership MOU can be terminated by either party upon providing sixty (60) days written notice of intention to terminate, or immediately by either party with good cause.

Public Health – Muskegon County

Dated: April 2, 2015

By: Kathy R. Moore, Public Health Director

Planned Parenthood of West and Northern Michigan

Dated: 4/2, 2015

By: Bridget White, Vice-President PPWMN
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

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<th>NON-BUDGETED</th>
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REQUESTING DEPARTMENT: Public Health  
COMMITTEE DATE: May 7, 2019  
REQUESTOR SIGNATURE: Kathy Moore

SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)

Public Health is requesting authorization to subcontract with GVSU Annis Water Resources Institute (AWRI) to conduct FY19 Great Lakes Beach Water Monitoring (testing and analysis, not to exceed $7,614), using pass through funds received from the Michigan Department of Environment, Great Lakes, and Energy (EGLE), formerly known as Michigan Department of Environmental Quality (MDEQ), with no effect on county general fund.

SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)

Authorize Public Health to subcontract with GVSU Annis Water Resources Institute (AWRI) to conduct FY19 Great Lakes Beach Water Monitoring, using pass through funds received from the Michigan Department of Environment, Great Lakes, and Energy (EGLE), formerly known as Michigan Department of Environmental Quality (MDEQ), with no effect on county general fund.

ADMINISTRATIVE ANALYSIS (AS APPLICABLE)

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<th>HUMAN RESOURCES ANALYSIS:</th>
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<th>CORPORATE COUNSEL ANALYSIS:</th>
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If motion originates from a Statutory Board, Authority or Advisory Committee, please provide the date the motion was approved by that Board/Authority/Committee.

AGENDA DATE: 5/7/19  
AGENDA NO.: H519/05-10  
BOARD DATE: 5/14/19  
PAGE NO.

Revised 4/29/19
AGREEMENT
BETWEEN
PUBLIC HEALTH MUSKEGON COUNTY
AND ANNIS WATER RESOURCES INSTITUTE, GRAND VALLEY STATE UNIVERSITY

This Grant Agreement ("Agreement") is made between Public Health Muskegon County ("PHMC") and Annis Water Resources Institute, Grand Valley State University ("AWRI-GVSU")

The purpose of this Agreement is to implement the activities identified herein for the project named below. This Agreement is subject to the terms and conditions specified hereinafter and is effective upon signatures of all parties.

State Date: 10/01/18  End Date: 9/30/19
Project Name: Great Lakes Beach Monitoring  CFDA No.: 66.472  Federal Grant No.: CU-00E99309
Agreement amount: Not to exceed $7,614

Public Health Muskegon County Contact:
Name: Mike Eslick
Title: Public Health Operations Manager
Phone: 231-724-1253
E-mail: eslickmi@co.muskegon.mi.us

AWRI-GVSU Contact:
Name: Richard R. Rediske, Ph.D.
Title: Professor, Water Resources
Phone: 616-331-3047
E-mail: rediskr@gvsu.edu

PROJECT SCOPE:
This Agreement and its appendices constitute the entire Agreement between PHMC and AWRI-GVSU and may be modified only by written agreement between PHMC and AWRI-GVSU.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by PHMC under this Agreement. Any change in project scope requires prior written approval in accordance with the Changes section of this Agreement.

(B) By acceptance of this agreement, AWRI-GVSU commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

(C) PHMC shall reimburse GVSU-AWRI up to $7,614 for all reasonable costs associated with monitoring the QPCR method according to the Quality Assurance Project Plan (QAPP). An updated QAPP must be submitted with the MDEQ for approval prior to monitoring beaches. Samples will be collected and analyzed according to a QAPP that is approved by the MDEQ.
AGREEMENT PERIOD:
Upon signature by PHMC, the Agreement shall be effective from the Start Date until the End Date on Page One. PHMC shall have no responsibility to provide funding to AWRI-GVSU for project work performed except between the Start Date and the End Date specified on Page One. Expenditures made by AWRI-GVSU prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

CHANGES:
Any changes to this Agreement shall be requested by AWRI-GVSU or PHMC in writing and implemented only upon approval in writing by PHMC. PHMC reserves the right to deny requests for changes to the Agreement or to the appendix. No changes can be implemented without approval by PHMC.

AWRI-GVSU DELIVERABLES AND REPORTING REQUIREMENTS:
AWRI-GVSU shall submit deliverables and follow reporting requirements specified in the Program Specific Requirements – Appendix A and in the Program Descriptions of this Agreement.

(A) AWRI-GVSU must complete and submit quarterly financial and/or progress reports according to a form and format prescribed by PHMC and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

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<th>Reporting Period</th>
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<td>January 1 – March 31</td>
<td>April 30</td>
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<td>April 1 – June 20</td>
<td>July 31</td>
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<td>July 1 – September 30</td>
<td>October 15*</td>
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<td>October 1 – December 31</td>
<td>January 31</td>
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*Due to PHMC’s year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to AWRI-GVSU. If AWRI-GVSU is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow PHMC to complete its accounting for that fiscal year.

The forms provided by PHMC shall be submitted to the program contact listed on page one.

(B) AWRI-GVSU shall provide a final project report in a format prescribed by PHMC.

(C) AWRI-GVSU must provide all products and deliverables in accordance with Appendix A.

AWRI-GVSU RESPONSIBILITIES:

(A) AWRI-GVSU agrees to abide by all applicable local, state, and federal laws, rules, ordinances and regulations in the performance of this Agreement.
(B) All local, state, and federal permits, if required, are the responsibility of AWRI-GVSU. Award of this agreement is not a guarantee of permit approval by PHMC.

(C) AWRI-GVSU shall be solely responsible to pay all applicable taxes and fees, if any, that arise from their receipt or execution of this Agreement.

(D) AWRI-GVSU is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specification, reports, and other services submitted to PHMC under this agreement. AWRI-GVSU shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specification, reports, or other services.

(E) PHMC’s approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve AWRI-GVSU of responsibility for the technical adequacy of the work. PHMC’s review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) AWRI-GVSU acknowledges that it is a crime to knowingly and willingly file false information with PHMC for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject AWRI-GVSU, its agents, and/or employees to criminal and civil prosecution and/or termination of the Agreement.

USE OF MATERIAL:

Unless otherwise specified in this Agreement, AWRI-GVSU may release information or material developed under this Agreement, provided it is acknowledged that PHMC and the Michigan Department of Environmental Quality (MDEQ) funded all or a portion of its development.

PHMC, MDEQ, and the federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by AWRI-GVSU or another person. AWRI-GVSU will only submit materials that PHMC can use in accordance with this paragraph.

ASSIGNABILITY:

AWRI-GVSU shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of PHMC. PHMC does not assume responsibility regarding the contractual relationships between AWRI-GVSU and any subcontractor.

SUBCONTRACTS:

PHMC reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. AWRI-GVSU is solely responsible for all contractual activities performed under this Agreement. Further, PHMC will consider AWRI-GVSU to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Agreement. All subcontractors used by AWRI-GVSU in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.
NON-DISCRIMINATION:
AWRI-GVSU shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq., and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual’s ability to perform the duties of a particular job or position. AWRI-GVSU agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

UNFAIR LABOR PRACTICES:
AWRI-GVSU shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 et seq.

LIABILITY:

(A) AWRI-GVSU, not PHMC, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by AWRI-GVSU under this Agreement, if the liability is caused by AWRI-GVSU, or any employee or agent of AWRI-GVSU acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by AWRI-GVSU, PHMC, its agencies, or their employees as provided by statute or court decisions.

CONFLICT OF INTEREST:
No government employee, or member of the legislative, judicial, or executive branches, or member of AWRI-GVSU’s Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

ANTI-LOBBING:
If all or a portion of this Agreement is funded with federal funds, then in accordance with OMB Circular A-21, A-87, or A-122, as appropriate, AWRI-GVSU shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the local, state or federal government or in litigation against the State or PHMC. Further, AWRI-GVSU shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then AWRI-GVSU shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan’s lobbying statute, MCL 4.415(2). “’Lobbying’ means communicating directly with an official of the
executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action.” AWRI-GVSU shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against PHMC or the State. Further, AWRI-GVSU shall require that language of this assurance be included in the award documents or all subawards at all tiers.

DEBARMENT AND SUSPENSION:
By signing this Agreement, AWRI-GVSU certifies that is has checked the federal debarment/suspension list at www.SAM.gov to verify that it, its agents, and its subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or the state.
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, as defined in 45 CFR 1185; 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 subsection (2).
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.
5. Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

AUDIT AND ACCESS TO RECORDS:
PHMC reserves the right to conduct a programmatic and financial audit of the project, and PHMC may withhold payment until the audit is satisfactorily completed. AWRI-GVSU will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by PHMC. PHMC or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. AWRI-GVSU will provide proper facilities for such access and inspection. All records must be maintained for a minimum of five years after the final payment has been issued to AWRI-GVSU by PHMC.

INSURANCE:

A) AWRI-GVSU must maintain insurance or self-insurance that will protect it from claims that may arise from AWRI-GVSU’s actions under this Agreement.
(B) AWRI-GVSU must comply with applicable workers’ compensation laws while engaging in activities authorized under this Agreement.

OTHER SOURCES OF FUNDING:
AWRI-GVSU guarantees that any claims for reimbursement made to PHMC under this Agreement must not be financed by any source other than PHMC under the terms of this Agreement. If funding is received through any other source, AWRI-GVSU agrees to delete from their billings, or to immediately refund to PHMC, the total amount representing such duplication of funding.

COMPENSATION:

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. PHMC will pay AWRI-GVSU a total amount not to exceed the amount on Page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of AWRI-GVSU.
(B) Expenses incurred by AWRI-GVSU prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement, unless otherwise specified in Appendix A.
(C) PHMC will approve payment requests after approval of reports and related documentation as required under this Agreement.
(D) PHMC reserves the right to request additional information necessary to substantiate payment requests.

CLOSEOUT:

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by PHMC after AWRI-GVSU has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.
(B) Upon issuance of final payment from PHMC, AWRI-GVSU releases PHMC of all claims against PHMC arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of PHMC’s claims against AWRI-GVSU.
(C) AWRI-GVSU shall immediately refund to PHMC any payments in excess of the costs allowed by this Agreement.

CANCELLATION:
This Agreement may be canceled by PHMC, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by AWRI-GVSU, or upon mutual agreement by PHMC and AWRI-GVSU. PHMC may honor requests for just and equitable compensation to AWRI-GVSU for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to PHMC, and PHMC will no longer be liable to pay AWRI-GVSU for any further charges to the grant.
TERMINATION:

(A) This Agreement may be terminated by PHMC as follows:

(1) Upon 30 days written notice to AWRI-GVSU:

(a) If AWRI-GVSU fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page one or the rules promulgated thereunder, or other applicable law or rules.

(b) If AWRI-GVSU knowingly and willingly presents false information to PHMC for the purpose of obtaining this Agreement or any payment under this agreement.

(c) If PHMC finds that AWRI-GVSU, or any of AWRI-GVSU’s agents or representatives offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of PHMC in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.

(d) If AWRI-GVSU or any subcontractor, manufacturer, or supplier of AWRI-GVSU appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.

(e) During the 30 day written notice period, PHMC shall withhold payment for any findings under subparagraphs (a) through (d) above and AWRI-GVSU will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to PHMC if AWRI-GVSU, or any agent of AWRI-GVSU, or any agent of any subcontracts:

a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;

b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct of standards for PHMC or State of Michigan employees;

c. Convicted under State or federal antitrust statutes; or

d. Convicted of any other criminal offense that, in the sole discretion of PHMC, reflects on AWRI-GVSU’s business integrity.

e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, PHMC reserves the right to require AWRI-GVSU to repay all or a portion of funds received under this Agreement.

IRAN SANCTIONS ACT:

By signing this Agreement AWRI-GVSU is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.
DISCLOSURE OF INFORMATION:
All reports and other printed or electronic material prepared by or for GVSU-AWRI under the agreement will not be distributed without the prior written consent of PHMC except for items disclosed in response to a Freedom of Information Act request, Court Order of subpoena.

QUALITY ASSURANCE/QUALITY CONTROL:
A project-specific Quality Assurance Project Plan (QAPP) must be submitted to PHMC in accordance with guidance provided by the DEQ project administrator. Monitoring conducted prior to final DEQ approval of the QAPP will not be reimbursed.

FEDERAL FUNDING REQUIREMENTS:
A maximum of $7,614 or 100% of total disbursements is funded with Federal Funding. By accepting this Agreement, AWRI-GVSU agrees to comply with the requirements of the Statutory Authority and the requirements found in the Regulatory Authority found in the Program Funding Section. These regulations include, but are not limited to the following:

(A) Grantees expending $750,000 or more in federal funds in their fiscal year shall have a single audit performed in compliance with 2 CFR 200.501(a). This audit must be performed and copies provided to the appropriate agencies within nine months from the end of GVSU- AWRI’s fiscal year. AWRI-GVSU must submit a copy of the Audit Report to the Michigan Department of Environmental Quality, at the following address:

Michigan Department of Environmental Quality
Administration Division-Federal Aid Section
525 W. Allegan Street
Constitution Hall 6th Floor South Tower
Lansing, MI 48909

It is the responsibility of AWRI-GVSU to report the expenditures related to this grant on the annual Schedule of Expenditures of Federal Awards.

(B) AWRI-GVSU will comply with the Hatch Political Activity Act, as amended, 5 USC paragraphs 1501-1508, and the Intergovernmental Personnel Act of 1970 as amended by Title (6) of the Civil Service Reform Act, 42 USC paragraph 4728, which states that employees working in programs financed with federal grants may not be a candidate for elective public office in a partisan election, use official authority or influence to affect the result of an election, or influence a state of local officer to provide financial support for a political purpose.

(C) Payment to Consultants. USEPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient’s contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: https://www.opm.gov/policy-data-oversight/pay-leave/salaries-
wages/, to be adjusted annually. This limit applies to consultation services of
designated individuals with specialized skills who are paid at a daily or hourly rate. This
rate does not include transportation and subsistence costs for travel performed (the
recipient will pay these in accordance with their normal travel reimbursement
practices). Subagreements with firms for services which are awarded using the
procurement requirements in Subpart D of 2 CFR 200, are not affected by this limitation
unless the terms of the Agreement provided the recipient with responsibility for the
selection, direction, and control of the individuals who will be providing services under
the Agreement at an hourly or daily rate of compensation. See 2 CFR 1500.9.

(D) Establishing and Managing Subawards – The recipient agrees to:

1. Establish all subaward agreements in writing;
2. Ensure that any subawards comply with the standards in Subpart D of 2 CFR
   200 and are not used to acquire commercial goods or services for the
   recipient;
3. Ensure that any subawards are awarded to eligible subrecipients and that
   proposed subaward costs are necessary, reasonable, and allocable;
4. Ensure that any subawards to 501(c)(4) organizations do not involve
   lobbying activities;
5. Monitor the performance of their recipients and ensure that they comply
   with all applicable regulations, statutes, and terms and conditions which
   flow down in the subaward;
6. Obtain MDEQ’s consent before making a subaward to a foreign or
   international organization, or a subaward to be performed in a foreign
   country; and
7. Obtain approval from MDEQ for any new subaward work that is not
   outlined in the approved work plan.

(E) Copyrighted Material. In accordance with 2 CFR 200.315, the EPA has the right to
reproduce, publish, use, and authorize others to reproduce, publish, and use
copyrighted works or other data developed under this assistance agreement for Federal
purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by the EPA and
other Federal employees for official Government purposes; (2) Use by Federal
contractors performing specific tasks for the Government; (3) Publication in EPA
documents provided the document does not disclose trade secrets (e.g. software codes)
and the work is properly attributed to the recipient through citation or otherwise; (4)
Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal
and local governments that carry out delegated Federal environmental programs as “co-
regulators” or act as official partners with the EPA to carry out a national environmental
program within their jurisdiction; and (6) Limited use by other grantees to carry out
Federal grants provided the use is consistent with the terms of the EPA's authorization to the grantee to use the copyrighted works or other data.

Under Item 6, AWRI-GVSU acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this Agreement as a result of:

a. The selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or;
b. Termination or expiration of this Agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this Agreement to perform another grant when such use promotes efficient and effective use of Federal grant funds.

(F) Acknowledgement Requirements for Non-Office of Research Development Assistance Agreements.
GVSU-AWRI agrees that any reports, documents, publications or other materials developed for public distribution supported by this assistance agreement shall contain the following statement: “This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (number) to (recipient). The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document”.

(G) Electronic and Information Technology Accessibility. AWRI-GVSU developing electronic and information technology products, which includes but is not limited to information kiosks and World Wide Websites, must meet accommodation standards in Section 508 of the Rehabilitation Act, 36 CFR Part 1194.

(H) Civil Rights Obligations.
The Recipient agrees to follow all civil rights statues.

(I) Drug-Free Workplace Certification for all EPA Recipients.
The recipient must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

The recipients who are individuals must comply with the drug-free provision set forth in title 2 CFR 1536 Subpart C.
The consequences for violating this condition are detailed under Title 2 CFR Part 1536 Subpart E, which recipients can access at http://ecfr.gpoaccess.gov/

(J) **Hotel-Motel Fire Safety.** Pursuant to 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at http://www.usfa.dhs.gov/applications/hotel/ to see if a property is in compliance.

(K) **Recycled Paper.** When directed to provide paper documents, the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as part of this agreement and delivered to the EPA. This requirement does not apply to reports prepared on forms supplies by the EPA.

(L) **Resources Conservation and Recovery Act (a.k.a. Recycled Products).**
Consistent with the goals of section 6002 of RCRA (42 U.S.C. 6962), State and local institutions of higher education, hospitals and non-profit organization recipients agree to give preference in procurement programs to the purchase of specific products containing recycled materials, as identified in 40 CFR Part 247.

Consistent with section 6002 of RCRA (42 U.S.C. 6962) and 2 CFR 200.322, State agencies or agencies of a political subdivision of a State and its contractors are required to purchase certain items made from recycled materials, as identified in 40 CFR Part 247, when the purchase price exceeds $10,000 during the course of a fiscal year or where the quantity of such items acquired in the course of the preceding fiscal year was $10,000 or more. Pursuant to 40 CFR 247.2(d), the recipient may decide not to procure such items if they are not reasonably available in a reasonable period of time, fail to meet reasonable performance standards, or are only available at an unreasonable price.

(M) **Trafficking in Persons.**
Grantees, contractors, and subcontractors may not engage in severe forms of trafficking in persons, procure a commercial sex act, or use forced labor in the performance of Agreement or subcontracts.

The recipient agrees to comply with the requirements of USEPA’s Program for Utilization of Small, Minority and Women’s Business Enterprises (MBE/WBE) in procurement under assistance agreements, contained in 40 CFR, Part 33.

In accordance with the USEPA’s Program for Utilization of Small, Minority and Women’s Business Enterprises (MBE/WBE) in procurement under assistance programs, contained in 40 CFR, Part 33, Subpart C, AWRI-GVSU agrees to Accept the applicable “fair share”
goals negotiated with USEPA by the Michigan Department of Environmental Quality as follows:

MBE 10%  WBE 7.5%

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under this agreement, and to ensure that sub-recipients, loan recipients and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

(b) Ensure Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(c) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, whether the recruitments permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(d) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(e) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(f) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce in finding DBEs.

(g) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

The recipient agrees to complete and submit EPA Form 5700-52A, “MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements” beginning with the Federal fiscal year reporting period the recipient receives the award, and continuing until the project is completed. The reports must be submitted annually for the period ending September 30 for 40 CFR Part 30 Recipients (Non-profits and Institutions of Higher Education); and 40 CFR Part 35 Subpart A and Subpart B Receipients.
Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. EPA Form 5700-52A may be obtained on the internet at www.epa.gov/osbp.

The recipient agrees to comply with the contract administrations provisions of 40 CRF, Section 33.302, which establishes that a prime contractor must pay its subcontractor by 30 days after the grant recipient has made payment.

QUALITY ASSURANCE/QUALITY CONTROL:
A project-specific Quality Assurance Project Plan (QAPP) must be submitted to PHMC in accordance with guidance provided by the DEQ project administrator. Monitoring conducted prior to final DEQ approval of the QAPP will not be reimbursed.

PROGRAM FUNDING:
Funding Source: Federal Funding. The Catalog of Federal Domestic Assistance (CFDA) title is “Beach Monitoring and Notification Program Grant”, and the CFDA number is 66.472. the Federal Grant Number is CU-00E99307 and the grant is funded with Federal Funds from the EPA Awarded in 2016. By accepting this Agreement, GVSU-AWRI agrees to comply with the requirements of the Beaches Environmental Assessment and Coastal Health Act of 2000, PL 106-284 and the requirements found in the regulatory authority 40 CFR PART 31.

For Public Health Muskegon County:

________________________________________  ________________________
Signature  Date
Kathy Moore, Health Officer, PHMC

For Annis Water Resources Institute, Grand Valley State University:

________________________________________  ________________________
Signature  Date

Printed Name and Title
APPENDIX A

Statement of Purpose:
This Agreement is intended to establish responsibilities for both AWRI-GVSU and PHMC in the conduct of the Great Lakes Beach Monitoring Program services required under the Beaches Environmental Assessment and Coastal Health Act (BEACH Act), the Public Health Code, 1978 PA 368, as amended, and Part 4 Water Quality Standards, promulgated under Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

Program Budget and Agreement Amount:
PHMC will reimburse AWRI-GVSU for all reasonable costs associated with monitoring beaches according to the Quality Assurance Project Plan (QAPP). All payment requests for services for Great Lakes beaches must be submitted in writing.

Requirements – AWRI-GVSU:
AWRI-GVSU shall perform the following services for beaches located along the Great Lakes that are used by the public for recreational use:

1. Obtain user id and password from the beach monitoring program manager. Identify and update organization information on the DEQ beach monitoring web site at http://www.deq.state.mi.us/beach/.
2. Identify beaches or similar points of access located along the Great Lakes that are used by the public for recreation. Report location information on the DEQ beach monitoring web site; information includes location name, location description, waterbody name, waterbody type, site type, if located in a state park, coordinates for latitude and longitude in decimal degrees for the endpoints and center point of each location, an 8-digit hydrological unit code, beach length in meters, the county and township location, facilities available, and optional description of amenities.
3. Notify the city, village, or township in which the beach or point of access is located prior to conducting monitoring activities.
4. Update the QAPP for the beach monitoring program prior to monitoring beaches. The QAPP must be consistent with requirements in the Public Health Code, the Part 4 Water Quality Standards, and the BEACH Act, and must be approved by the State prior to initiation of monitoring. QAPP’s that have been approved and have current approval letters from the DEQ will satisfy this requirement.
5. Monitor beaches according to approved QAPP.
6. Beaches will be monitored according to R 323.1062 of the Part 4 Water Quality Standards (WQS) promulgated under Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Subrule 62(1) of the WQS states, “All waters of the state protected for total body contact recreation shall not contain more than 130 Escherichia coli (E. coli) per 100 milliliters (ml), as a 30-day geometric mean. Compliance shall be based on the geometric mean of all individual samples taken during 5 or more sampling events.
representatively spread over a 30-day period. Each sampling event shall consist of three or more samples taken at representative locations within a defined sampling area. At no time shall the waters of the state protected for total body contact recreation contain more than a maximum of 300 E. coli per 100ml. Compliance shall be based on the geometric mean of three or more samples taken during the same sampling event at representative locations within a defined sampling area.” This rule is consistent with the requirements of the BEACH Act.

7. Report the current monitoring plan for each location on the DEQ beach monitoring web site. Each monitoring plan will include the start and end dates for the swimming season, and the monitoring season and the frequency that the location will be monitored. Locations can be updated individually or in groups by county. Usually the sampling events are regularly scheduled throughout the swimming season. The DEQ acknowledges that some beaches may have fewer sampling events due to financial limitations.

8. Report location of at least three monitoring points per site on the DEQ beach monitoring web site prior to reporting monitoring data. Report results for composite samples or individual samples for E. coli and status of beach (open/closed/advisory) within 36 hours of the test or evaluation to the DEQ via the web site, the city, village or township in which the site is located, and the owner or operator. The DEQ beach monitoring web site can calculate daily geometric means and 30-day geometric means as individual results are reported.

9. Conduct a beach sanitary survey for each location that will be monitored. The USEPA has provided the following beach sanitary survey tools that may be used to conduct an annual or a routine beach sanitary survey: an annual beach sanitary survey form, a routine beach sanitary survey form, a beach sanitary survey database, and a guidance document. Please contact the program manager for instructions to get this information. It is recommended that a beach sanitary survey also be conducted at non-monitored locations when possible. The sanitary survey will indicate whether beach owners have posted signs that indicate whether the site is monitored or not and where the results can be found if the site is monitored. Open stretches of beach or beaches at road ends that are not advertised or posted as public bathing beaches do not need to have signs posted. AWRI will notify PHMC if signs are not present at a monitored beach and send a picture of the sign if present.

10. Report beach sanitary survey results to the DEQ beach monitoring web site and to PHMC.

11. The DEQ is interested in comparing the results of culture-based methods with the results obtained from QPCR methods. If you are interested, please contact the program manager for information.

12. A composite sample can be submitted to a lab for testing instead of three individual samples. This approach has potential to reduce costs thus providing funds that can be used to increase the duration and frequency of monitoring, conduct more sanitary surveys, develop predictive models (Virtual Beach), and perform QPCR methods for comparison of results between culture-based and QPCR methods. Please note that a revised beach monitoring QAPP will be required to include the procedures for composite sampling, predictive models (Virtual Beach), and performing QPCR methods. Please contact the program manager for more information about revising the QAPP. The revised QAPP must be approved prior to conducting these activities.
13. Provide training for staff involved in the Program as necessary to maintain knowledge of current regulations and internal policies and procedures to keep staff informed of technological improvement and advancements as approved by the state.

14. Submit a final report to PHMC. The final report shall include a list of monitored beaches, a summary of monitoring results, a summary of beach sanitary survey reports, and a description of the public notification plan, outreach activities, public education effort, and effort to receive public comment about beach monitoring activities.

Requirements: PHMC/State:

1. The DEQ will provide and maintain the BeachGuard web site for beach monitoring results and notification of beach advisories and closures.
2. PHMC will assist AWRI-GVSU with their reporting of beach data for the BeachGuard web site.

Performance/Progress Report Requirements:
Reimbursement will be based upon the approved requests in writing up to the amount indicated in this Agreement.

1. Written requests can be submitted on a quarterly basis and will include a narrative description of accomplishments and the amount of reimbursement. A final programmatic report shall be sent to: Public Health Muskegon County at 209 E. Apple Avenue, Muskegon, MI 49442. The contact person is Mike Eslick who can be reached at 231-724-1253 or by email at eslickmi@co.muskegon.mi.us.
2. The final payment will be made by PHMC based upon AWRI-GVSU fulfillment of its responsibilities under this Agreement.

Reimbursement Schedule:
Payments will be made by PHMC upon receipt of approved quarterly reports that include a narrative description of accomplishments and a request for the amount of reimbursement.

Accountability:
AWRI-GVSU shall maintain adequate accounting and employee activity records to reflect that all funds granted under this Agreement have been expended for the Program activities, as approved by PHMC. These records shall be made available upon request for audit by PHMC.

Records shall be retained by AWRI-GVSU until an audit has been completed by the State or permission has been granted by the State to dispose of the records.
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

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<tr>
<td>Public Health</td>
<td>May 7, 2019</td>
<td>Kathy Moore</td>
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SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)

Mercy Health and the Muskegon Community Health Project (MCHP) are working with community stakeholders on all aspects of the State Innovations Model (SIM) grant. (Public Health is required to participate in the governance of the Community Health Innovation Region (CHIR), which is a component of the SIM.) The goal of this work is to engage neighborhood organizations and resident to work towards improving population health by reducing trauma, increasing access to primary care, leveraging resources through referrals and partnerships, and linking self-identified neighborhood needs to local resources. Public Health is requesting authorization to accept $44,966 from Muskegon Community Health Project, and subcontract with Coalition for Community Development to provide technical support and training (including, but not limited to, survey interview techniques, engagement strategies, asset mapping and project management assistance) to help empower the neighborhood groups and/or representatives in the Resilience Zone; and to refer/link them to existing community resources.

SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)

Move to authorize Public Health to accept $44,966 from Muskegon Community Health Project, and subcontract with Coalition for Community Development to provide community level technical support and training to help empower the neighborhood groups and/or representatives in the Resilience Zone; and to refer/link them to existing community resources.

ADMINISTRATIVE ANALYSIS (AS APPLICABLE)

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If motion originates from a Statutory Board, Authority or Advisory Committee, please provide the date the motion was approved by that Board/Authority/Committee. Date

AGENDA DATE: 5/7/19  AGENDA NO.: 1519/05-11  BOARD DATE: 5/14/19  PAGE NO. 29

Revised 4/29/19
SUBCONTRACT AGREEMENT
between
Public Health – Muskegon County
and
Coalition for Community Development

1. **Purpose.**

   A. Mercy Health and the **Muskegon Community Health Project (MCHP)** are working with community stakeholders on all aspects of the State Innovations Model (SIM) grant. Public Health is required to participate in the governance of the Community Health Innovation Region (CHIR) which is a component of the SIM. The goal of this work is to engage neighborhood organizations and residents to work towards improving population health by reducing trauma, increasing access to primary care, leveraging resources through referrals and partnerships, and linking self-identified neighborhood needs to local resources.

   B. **Public Health – Muskegon County (PHMC)** agrees to serve as the chief community health convener and to provide population health data and educational resources to fulfill a portion of the CHIR efforts to identify risk, facilitate access and coordinate health and human services in a specified identified Muskegon neighborhood, called a Resilience Zone.

   C. Via subcontract with PHMC, the **Coalition for Community Development (CCD)** agrees to provide technical support and training (including, but not limited to, survey interview techniques, engagement strategies, asset mapping and project management assistance) to help empower the neighborhood groups and/or representatives in the Resilience Zone; and to refer/link them to existing community resources.

2. **Term of Agreement.** The Parties have been operating under the mutual understanding detailed in this agreement since October 1, 2018, and wish to execute this agreement to formalize the ongoing operations and adopt the retroactive effective date of February 1, 2019 through November 30, 2019.

3. **Payment.** PHMC will pass-through and pay 100% of the $44,966 received from MCHP to CCD for the subcontracted services. Payments shall be paid in accordance with the Work Statement and Progress Reports (Exhibit A) and Statement and Invoice Information (Exhibit B) as attached.

4. **Termination Without Cause.** Either party may terminate this Agreement at any time without cause by giving thirty (30) days advance written notice to the other party.

5. **Compliance with Laws.** The parties shall comply with all applicable federal, state and local laws, ordinances, guidelines, rules and regulations in carrying out the terms of this Agreement including, but not limited to Nondiscrimination, Anti-Lobbying Act, Human Research Subject Protections, HIPAA, Confidentiality and Privacy Practice.

6. **Authorized Signatures.** This Agreement has been authorized by the respective Parties and the persons signing below are authorized to represent the Parties throughout the terms of the Agreement.

   [Signatures]

   **Kerri VanderHoff on behalf of Coalition for Community Development**
   **Kathy Moore on behalf of Public Health – Muskegon County**

MCHP (BBO) SIM/CHIR grant work Subcontract Agreement between PHMC and CCD Exhibit A
EXHIBIT A

WORK STATEMENT & PROGRESS REPORTS

Contract Between

Muskegon Community Health Project and Public Health Department - Muskegon County

Subcontract with Coalition for Community Development

The Muskegon County Health Department, the leader in population health services and outcomes, will sub-contract with the BBO to fulfill a portion the CHIR efforts to identify risk, facilitate access and coordination of needed services in a specifically identified Muskegon neighborhood, called a Resilience Zone. The goal of this work is to engage neighborhood partner organizations and residents improving population health outcomes by reducing trauma, increasing primary care, maximizing resources through referrals to community based organizations and linking the neighborhood needs to community resources.

The services to be performed by the Subcontractor are as follows: Scope of Work: Feb. 1, 2019 – Nov. 30, 2019

The Coalition for Community Development, through a contract with the Muskegon County Health Department will provide training and support to the Neighborhood Outreach efforts.

Total payments from MCHP to the Subcontractor under this Agreement, sum of Forty-Four Thousand and Nine Hundred Sixty-Six Dollars ($44,966).

Progress Reports
At the end of each calendar quarter, MCHP will send the Subcontractor project director an updated spreadsheet containing data variables to be reported. Progress Reports will accompany monthly invoices and will be due ten (10) days following the end of each month.

The major categories to be reported will include:
- Project staff (current staffing, new hires, projected hires)
- Contact information for key staff if there have been changes
- Subcontract information (new subcontracts, terminated subcontracts, amendments to subcontracts)
- Budget change requests exceeding the 25% deviation allowance
- Brief narrative monthly progress reports indicating successes during the previous month, challenges during the previous month, proposed solutions to problems, etc.
- Projected progress and challenges during the upcoming month

Send Progress Reports to:

Kathy Moore, Public Health Director
209 E. Apple Avenue
Muskegon, MI 49442
Email Address: mooreka@co.muskegon.mi.us

- AND -

Danielle Culey
Finance and Grant Manager
Muskegon Community Health Project
565 W. Western Ave.
Muskegon, MI 49440
Phone Number: 231-672-3388
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

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SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)

The Senior Activities Committee (SAC) reviewed 20 RFP responses/proposals at its regular meeting on March 12, 2019 and recommended funding 15 proposals totaling $487,479. In addition, the SAC reviewed and recommended amending the current contract with Orchard View Community Education from $5,000 to $15,000 to provide additional classes to older adults.

SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)

Move to approve 15 senior millage funding awards and 1 contract amendment, totaling $487,479 as recommended by the Senior Activities Committee; and to authorize the designated Senior Millage Grants Administrator, Senior Resources to proceed with the administration of the programs.

ADMINISTRATIVE ANALYSIS (AS APPLICABLE)

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Revised 4/29/19
### Summary of Senior Millage Award Allocations recommended by SAC

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<tr>
<td><strong>$11,307 Preventive Dental Services</strong></td>
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<td>Seniors receive preventive services such as prophylaxis or periodontal maintenance, follow-up exams, x-rays, and fluoride; in exchange for 4 to 10 volunteer community service hours.</td>
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</tr>
<tr>
<td>Egelston Township</td>
<td>70</td>
</tr>
<tr>
<td><strong>$7,500 Socialization Program with Meal and Guest Speakers</strong></td>
<td></td>
</tr>
<tr>
<td>Provide socialization opportunities for seniors, including congregate meals and program with guest speaker to provide information and/or presentation of other services and opportunities for seniors.</td>
<td></td>
</tr>
<tr>
<td><strong>Unit Type</strong></td>
<td></td>
</tr>
<tr>
<td>Program Event</td>
<td></td>
</tr>
<tr>
<td># of Units</td>
<td>6</td>
</tr>
<tr>
<td>Total Senior Served</td>
<td>1200</td>
</tr>
<tr>
<td>Average Rate</td>
<td>$1,250.00</td>
</tr>
<tr>
<td>Average Rate per Senior</td>
<td>$6.25</td>
</tr>
<tr>
<td>City of Muskegon</td>
<td>82</td>
</tr>
<tr>
<td><strong>$100,000 Major Home Repairs - County-wide</strong></td>
<td></td>
</tr>
<tr>
<td>Permanent improvment to a senior’s home to prevent or remedy a substandard condition or safety hazard. Examples include, but are not limited to, repair/replacement of roof, siding, foundation, floor, plumbing, drainage, heating system, electrical wiring; weatherization, ramp installation, etc.</td>
<td></td>
</tr>
<tr>
<td><strong>Unit Type</strong></td>
<td></td>
</tr>
<tr>
<td>Repair Project</td>
<td></td>
</tr>
<tr>
<td># of Units</td>
<td>12</td>
</tr>
<tr>
<td>Total Senior Served</td>
<td>12</td>
</tr>
<tr>
<td>Average Rate</td>
<td>$8,333.33</td>
</tr>
<tr>
<td>Average Rate per Senior</td>
<td>$8,333.33</td>
</tr>
<tr>
<td>City of Muskegon</td>
<td>82</td>
</tr>
<tr>
<td><strong>$20,000 Minor Home Repairs - County-wide</strong></td>
<td></td>
</tr>
<tr>
<td>Only critical repairs related to health and safety if left untouched would pose greater risks to create a bigger issue; and/or to improve access for people with disabilities such as bathroom grab bars.</td>
<td></td>
</tr>
<tr>
<td><strong>Unit Type</strong></td>
<td></td>
</tr>
<tr>
<td>Repair Project</td>
<td></td>
</tr>
<tr>
<td># of Units</td>
<td>18</td>
</tr>
<tr>
<td>Total Senior Served</td>
<td>18</td>
</tr>
<tr>
<td>Average Rate</td>
<td>$1,111.11</td>
</tr>
<tr>
<td>Average Rate per Senior</td>
<td>$1,111.11</td>
</tr>
<tr>
<td>City of Muskegon</td>
<td>82</td>
</tr>
<tr>
<td><strong>$5,000 Yard Maintenance/Home Chore Services - City of Muskegon</strong></td>
<td></td>
</tr>
<tr>
<td>Provide yard maintenance for seniors including, but not limited to, snow removal, leaf removal, lawn mowing, and/or bush trimming (non-continuous tasks intended to increase safety and independence).</td>
<td></td>
</tr>
<tr>
<td><strong>Unit Type</strong></td>
<td></td>
</tr>
<tr>
<td>Yard Project</td>
<td></td>
</tr>
<tr>
<td># of Units</td>
<td>45</td>
</tr>
<tr>
<td>Total Senior Served</td>
<td>45</td>
</tr>
<tr>
<td>Average Rate</td>
<td>$111.11</td>
</tr>
<tr>
<td>Average Rate per Senior</td>
<td>$111.11</td>
</tr>
</tbody>
</table>
### City of Muskegon Heights

**$192,500** Major Home Repairs - City of Muskegon Heights

Permanent improvement to a senior's home to prevent or remedy a substandard condition or safety hazard. Examples include, but are not limited to, repair/replacement of roof, siding, foundation, floor, plumbing, drainage, heating system, electrical wiring; weatherization, ramp installation, etc.

<table>
<thead>
<tr>
<th>Unit Type</th>
<th># of Units</th>
<th>Total Senior Served</th>
<th>Average Rate</th>
<th>Average Rate per Senior</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yard Project</td>
<td>25</td>
<td>25</td>
<td>$7,700.00</td>
<td>$7,700.00</td>
</tr>
</tbody>
</table>

### Fair Housing Center of West Michigan

**$2,000** Education and Outreach Services

Provide education and outreach services for seniors to inform them of their rights under the Fair Housing Act.

<table>
<thead>
<tr>
<th>Unit Type</th>
<th># of Units</th>
<th>Total Senior Served</th>
<th>Average Rate</th>
<th>Average Rate per Senior</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class</td>
<td>12</td>
<td>240</td>
<td>$166.67</td>
<td>$8.33</td>
</tr>
</tbody>
</table>

### Fair Housing Center of West Michigan

**$3,000** Housing Enforcement Services

Recruit and train testers, conduct fair housing complaint intake, investigate the complaint including property research, scripting of tests, consulting with clients about investigation, and advocacy.

<table>
<thead>
<tr>
<th>Unit Type</th>
<th># of Units</th>
<th>Total Senior Served</th>
<th>Average Rate</th>
<th>Average Rate per Senior</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consultation</td>
<td>30</td>
<td>64</td>
<td>$100.00</td>
<td>$46.88</td>
</tr>
</tbody>
</table>

### Muskegon Community College (Lakeshore Fitness)

**$14,850** Next Steps Program

Fitness program designed to be personalized to each senior and their diagnosis.

<table>
<thead>
<tr>
<th>Unit Type</th>
<th># of Units</th>
<th>Total Senior Served</th>
<th>Average Rate</th>
<th>Average Rate per Senior</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fitness Program</td>
<td>150</td>
<td>150</td>
<td>$99.00</td>
<td>$99.00</td>
</tr>
</tbody>
</table>

### Pioneer Resources

**$19,736** It's Great To Be a Senior (Senior Speaker Series)

Provide education and entertainment for seniors. Monthly event begins with a presentation (i.e. finance, Medicare/Medicaid, nutrition, etc.) followed by social opportunities (i.e. comedy, music art, etc.) Event includes transportation from designated pickup locations.

<table>
<thead>
<tr>
<th>Unit Type</th>
<th># of Units</th>
<th>Total Senior Served</th>
<th>Average Rate</th>
<th>Average Rate per Senior</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Event</td>
<td>8</td>
<td>480</td>
<td>$2,467.00</td>
<td>$41.12</td>
</tr>
</tbody>
</table>
### Pioneer Resources

**Northern Muskegon Recreation**

$36,771

Provide socialization opportunities for seniors, including congregate meals and program with guest speaker to provide information and/or presentation of other services and opportunities for seniors.

<table>
<thead>
<tr>
<th>Unit Type</th>
<th># of Units</th>
<th>Total Senior Served</th>
<th>Average Rate</th>
<th>Average Rate per Senior</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Event</td>
<td>16</td>
<td>480</td>
<td>$2,298.19</td>
<td>$76.61</td>
</tr>
</tbody>
</table>

### United Way of the Lakeshore

**RSVP Program**

$8,000

Offer challenging and meaningful volunteer opportunities to seniors, resulting in high quality of life for seniors who have an opportunity to share their expertise and experience with other residents.

<table>
<thead>
<tr>
<th>Unit Type</th>
<th># of Units</th>
<th>Total Senior Served</th>
<th>Average Rate</th>
<th>Average Rate per Senior</th>
</tr>
</thead>
<tbody>
<tr>
<td>SR. Volunteers</td>
<td>780</td>
<td>15</td>
<td>$10.26</td>
<td>$533.33</td>
</tr>
</tbody>
</table>

### Pound Buddies

**Senior Pet Deposit Assistance**

$5,500

Develop a Senior Pet Deposit Assistance (SPDA) program that would assist seniors with finding apartment complexes that will allow their pets and pay any deposit associated with their pet.

<table>
<thead>
<tr>
<th>Unit Type</th>
<th># of Units</th>
<th>Total Senior Served</th>
<th>Average Rate</th>
<th>Average Rate per Senior</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent Deposit</td>
<td>10</td>
<td>10</td>
<td>$550.00</td>
<td>$550.00</td>
</tr>
</tbody>
</table>

### Trinity Village Nonprofit Housing

**Major Home Repair - Muskegon County**

$56,000

Permanent improvement to a senior's home to prevent or remedy a substandard condition or safety hazard. Examples include, but are not limited to, repair/replacement of roof, siding, foundation, floor, plumbing, drainage, heating system, electrical wiring; weatherization, ramp installation, etc.

<table>
<thead>
<tr>
<th>Unit Type</th>
<th># of Units</th>
<th>Total Senior Served</th>
<th>Average Rate</th>
<th>Average Rate per Senior</th>
</tr>
</thead>
<tbody>
<tr>
<td>Repair Project</td>
<td>8</td>
<td>8</td>
<td>$7,000.00</td>
<td>$7,000.00</td>
</tr>
</tbody>
</table>

### Ravenna Township

**Full-Service Grocery Transportation**

$4,064

Centrally organized services for transportation of seniors to and from community facility in order to receive services, reduce isolation, and promote independent living.

<table>
<thead>
<tr>
<th>Unit Type</th>
<th># of Units</th>
<th>Total Senior Served</th>
<th>Average Rate</th>
<th>Average Rate per Senior</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transportation</td>
<td>8</td>
<td>100</td>
<td>$508.00</td>
<td>$40.64</td>
</tr>
</tbody>
</table>
**Orchard View (Contract Amendment)**

<table>
<thead>
<tr>
<th>$10,000</th>
<th>Senior Center Activities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide education and entertainment for seniors (including but not limited to, computer classes, smartphone/i-phone training, genealogy class, dinner, dances, etc.)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Unit Type</th>
<th># of Units</th>
<th>Total Senior Served</th>
<th>Average Rate</th>
<th>Average Rate per Senior</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Center Activities</td>
<td>2000</td>
<td>150</td>
<td>$5.00</td>
<td>$66.67</td>
</tr>
</tbody>
</table>