

MUSKEGON COUNTY BOARD OF COMMISSIONERS

Human Services Committee

AGENDA

via Zoom and in-person at: Michael E. Kobza Hall of Justice, 990 Terrace Street, Muskegon, MI 49442

Tuesday, August 3, 2021 - 3:00 p.m.

Marcia Hovey-Wright, Chair
Zach Lahring, Vice-Chair

Connect to Zoom from your computer, tablet or smartphone at:

<https://us06web.zoom.us/j/86381825893?pwd=K09OL1lzRnpqdXFibHc5OFFJTndvdz09>

Phone: (312) 626-6799

Meeting ID: 863 8182 5893

Passcode: 307156

Cell phones may mute & unmute by dialing *6
Raise and lower hand to speak by dialing *9

To raise your digital hand from your PC or
MAC, at the bottom of the window on the right
side of the screen, click the button labeled
"Raise Hand"

View the meeting on Facebook at:

<https://www.facebook.com/MuskegonCountyMI>

1. Call to Order
2. Roll Call (w/location)
3. Approval of Minutes of July 13, 2021
4. Public Comment (on an agenda item)
5. Items for Consideration

HS21/07 – 16

(Public Health/Kathy Moore) To make an exception and allow Senior Millage Grants Administrator to also receive senior activities and service grants (In-Home Care and Supports Coordination and Medicare/Medicaid Assistance Program).

HS21/08 – 17

(Public Health/Kathy Moore) To approve 41 senior millage funding awards totaling \$1,776,820 for FY22, effective October 1, 2021 through September 30, 2022 as recommended by the Senior Activities Committee; and to authorize the designated Senior Millage Grants Administrator to proceed with the administration of the programs.

HS21/08 – 18

(Public Health/Kathy Moore) To approve senior millage grant funding to be awarded to Senior Resources for continuation of the Medicare/Medicaid Assistance Program in the amount of \$22,400 for FY22, effective October 1, 2021 through September 30, 2022.

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 the majority of the Commission.

HS21/08 – 19

(Public Health/Kathy Moore) To authorize the Public Health Department to change the vacant Accounting Technician position G03007 from hourly to full-time to better align with current programming needs and funding requirements, with no change in general fund allocation.

HS21/08 – 20

(Public Health/Kathy Moore) To enter into a contract agreement with Senior Resources of West Michigan for In-Home Care Administration and Coordination Services for Seniors effective October 1, 2021 through September 30, 2022, with two one-year renewal options, at a cost not to exceed \$386,000 for the first year of the grant cycle (\$300,000 for In-Home Services and \$86,000 for Support Coordination).

HS21/08 – 21

(Public Health/Kathy Moore) To Authorize the Public Health Department to amend its FY21 budget from \$9,254,543 to \$9,195,710 to reflect changes in grants, fees and other line items with no change in general fund allocation.

6. Unfinished Business
7. New Business
8. Public Comment
9. Final Board Comment
10. Adjourn (call of the Chair)

AMERICAN DISABILITY ACT POLICY FOR ACCESS TO OPEN MEETINGS OF THE MUSKEGON COUNTY BOARD OF COMMISSIONERS AND ANY OF ITS COMMITTEES OR SUBCOMMITTEES

The County of Muskegon will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities who want to attend the meeting upon 24-hours' notice to the County of Muskegon. Individuals with disabilities requiring auxiliary aids or services should contact the County of Muskegon by writing or calling: Administration, 990 Terrace Street, Muskegon, MI 49442 (231) 724-6520

MUSKEGON COUNTY BOARD OF COMMISSIONERS
Human Services Committee

July 13, 2021 – 4:00 p.m.
Hall of Justice, 4th Floor, 990 Terrace, Muskegon, MI AND via Zoom

Marcia Hovey-Wright, Chair
Zach Lahring, Vice-Chair

MINUTES

CALL TO ORDER

The meeting was called to order by Commissioner Hovey-Wright at 5:00 p.m.

ROLL CALL

Present: Doug Brown, Kim Cyr, Susie Hughes, Zach Lahring, Charles Nash, Malinda Pego, Bob Scolnik, Rillastine Wilkins, Marcia Hovey-Wright

Also Present: Mark Eisenbarth, County Administrator; Kathy Tharp, Administrative Coordinator

APPROVAL OF MINUTES

It was moved by Commissioner Nash, supported by Commissioner Hughes, to approve the minutes of the May 4, 2021, meeting as written. **Motion carried.**

Roll Call:

Yes: Kim Cyr, Susie Hughes, Zach Lahring, Charles Nash, Malinda Pego, Bob Scolnik, Rillastine Wilkins, Doug Brown, Marcia Hovey-Wright

No: None

Motion carried.

PUBLIC COMMENT ON AN AGENDA ITEM

8 citizens addressed the board against agenda item to Censure.

8 citizens addressed the board in support of item to Censure.

ITEMS FOR CONSIDERATION

HS21/07 - 12 It was moved by Commissioner Hughes, supported by Commissioner Brown, to authorize Public Health to accept the Great Lakes Beach Monitoring Grant from the Michigan Department of Environmental, Great Lakes and Energy in the amount of \$9,014; and to contract with Grand Valley State University - Annis Water Resource Institute not to exceed \$8,320 for related sampling and testing services, with no effect on county general fund; and further authorize Public Health Director to sign the agreements.

Roll Call:

Yes: Susie Hughes, Zach Lahring, Charles Nash, Malinda Pego, Bob Scolnik, Rillastine Wilkins, Doug Brown, Kim Cyr, Marcia Hovey-Wright

No: None

Motion carried.

HS21/07 - 13 It was moved by Commissioner Nash, supported by Commissioner Brown, to authorize Public Health to accept additional funding in the amount of \$19,200 and to extend the

effective date until December 31, 2022; subcontract with GVSU Annis Water Resources Institute (AWRI) to conduct FY21 and FY22 Inland Beach Monitoring in the amount of \$17,773; and authorize the Public Health Director to sign the related amendments with the Michigan Department of Environment, Great Lakes and Energy and GVSU Annis Water Resources Institute.

Roll Call:

Yes: Zach Lahring, Charles Nash, Malinda Pego, Bob Scolnik, Rillastine Wilkins, Doug Brown, Susie Hughes, Kim Cyr, Marcia Hovey-Wright

No: None

Motion carried.

HS21/07 - 14

It was moved by Commissioner Pego, supported by Commissioner Brown, to approve the Prosecutor's request change of the reimbursement Cost Per Unit for the Safe Seniors Task Force and Collaborative to \$47.07 to support 4110 units of service, and make it retroactive to October 1, 2020.

Roll Call:

Yes: Charles Nash, Malinda Pego, Bob Scolnik, Rillastine Wilkins, Doug Brown, Susie Hughes, Kim Cyr, Zach Lahring, Marcia Hovey-Wright

No: None

Motion carried.

UNFINISHED BUSINESS

None

NEW BUSINESS

HS21/07 - 15

It was moved by Nash, supported by Chairman Scolnik, in support of the Resolution to Censure of County Commissioner

Roll Call:

Yes: Bob Scolnik, Rillastine Wilkins, Charles Nash, Marcia Hovey-Wright

No: Malinda Pego, Doug Brown, Susie Hughes, Kim Cyr, Zach Lahring

Motion failed.

PUBLIC COMMENT

2 citizens addressed the board supporting the failure of the resolution to censure and spoke regarding Black Lives Matters.

2 citizens addressed the board regarding their failure to censure.

A citizen spoke regarding diversity donation to MCC and the resolution to censure.

FINAL BOARD COMMENT

Commissioner Hughes addressed Commissioner Lahring and the Board regarding social media posts.

Commissioner Lahring addressed the Board regarding his faith and read scripture.

Commissioner Nash addressed Commissioner Lahring and Commissioner Hughes.

Commissioner Pego addressed the Board regarding religion.

ADJOURNMENT

There being no further business to come before the Human Services Committee, the meeting adjourned at 6:26 p.m.

Muskegon County Human Services Committee

Request for Board Consideration

Requestor: Kathy Moore

Committee Date: 2021-08-03

Requesting Department: Public Health

Full Board Date: 2021-08-10

Budget: Budgeted

Agenda Number: HS21/08 - 16

Suggested Motion: *(State the following exactly as it should appear in the minutes.)*

Move to make an exception and allow Senior Millage Grants Administrator to also receive senior activities and service grants (In-Home Care and Supports Coordination and Medicare/Medicaid Assistance Program).

Summary of Request: *(General description of financing, other operational impact, possible alternatives.)*

The Public Health Department is seeking clarification from the Board specific to Avoidance of Conflict of Interest rules/policy as it relates to senior millage grants administration services. The County entered into a 1-year contract agreement with Senior Resource for Senior Millage Grants Administration Services effective October 1, 2020 through September 30, 2021. The RFP language states the grants administrator will not be eligible to apply for senior activities and service grants funded by Muskegon County senior millage dollars.

<p>Kristen Wade, HR Director Analysis Required? No</p>	<p>Beth Dick, Finance Director/Management Analysis:</p> <p><input checked="" type="checkbox"/> </p>
<p>Michael Homier, Corporate Counsel Analysis Required? No</p>	<p>Mark Eisenbarth, County Administrator Recommendation:</p> <p><input checked="" type="checkbox"/> </p>

Muskegon County Human Services Committee

Request for Board Consideration

Requestor: Kathy Moore

Committee Date: 2021-08-03

Requesting Department: Public Health

Full Board Date: 2021-08-10

Budget: Budgeted

Agenda Number: HS21/08 - 17

Suggested Motion: *(State the following exactly as it should appear in the minutes.)*

Move to approve 41 senior millage funding awards totaling \$1,776,820 for FY22, effective October 1, 2021 through September 30, 2022 as recommended by the Senior Activities Committee; and to authorize the designated Senior Millage Grants Administrator to proceed with the administration of the programs.

Summary of Request: *(General description of financing, other operational impact, possible alternatives.)*

At its regular meeting on July 20, 2021, the Senior Activities Committee (SAC) reviewed and moved to recommend grantee awards, funding 41 proposals totaling \$1,776,820.

<p>Kristen Wade, HR Director Analysis Required? No</p>	<p>Beth Dick, Finance Director/Management Analysis:</p> <p><input checked="" type="checkbox"/> </p>
<p>Michael Homier, Corporate Counsel Analysis Required? No</p>	<p>Mark Eisenbarth, County Administrator Recommendation:</p> <p><input checked="" type="checkbox"/> </p>

Category	Provider Name	Service Name	2021 MCSAC Recommendations	2021 Awarded	2022 SRWMI Recommendations	Difference
Educational - \$100,000.00 (5%)						
	Alzheimer's Association	Dementia Education and Support		\$62,230		
	Muskegon Community Health Project	Community Health Worker	\$22,400	\$22,400	\$22,400	
	Muskegon Community Health Project	Senior Navigator	\$55,200	\$55,200	\$55,200	
	Senior Resources	MMAP Services	\$22,400	\$22,400	\$22,400	
Health - \$403,977.00 (19%)						
	AgeWell Services	Health Promotions	\$6,200	\$6,200	\$6,200	
	Association for the Blind & Visually Impaired	Low Vision Rehabilitation	\$13,640	\$13,640	\$13,640	
	Christians for Health	PATH & Matter of Balance	\$4,437	\$4,437	\$4,437	
	Undecided (Previously Senior Resources)	In Home Care	\$250,000	\$250,000	\$250,000	
	Undecided (Previously Senior Resources)	Supports Coordination	\$65,000	\$65,000	\$65,000	
	United Way of the Lakeshore	Retired & Senior Volunteer Support	\$4,023	\$4,023	\$8,000	\$3,977
	Volunteer for Dental	Dental Care	\$35,000	\$35,000	\$35,000	
	Volunteer for Dental	Dentures	\$7,500	\$7,500	\$7,500	
	Volunteer for Dental	Preventative Services	\$8,000	\$8,000	\$8,000	
	White Lake Area Community Education	Matter of Balance Classes	\$6,200	\$6,200	\$6,200	
Housing - \$403,000.00 (19%)						
	City of Muskegon	Home Repair	\$112,000	\$112,000	\$112,000	
	City of Muskegon Heights	Major Home Repair	\$112,000	\$112,000	\$112,000	
	Community enCompass/Bethany Housing	Major Home Repair	\$49,000	\$49,000	\$49,000	
	Living Word Church	Lawn Care	\$39,000	\$49,238	\$39,000	
	Trinity Village Nonprofit Housing Corp.	Major Home Repair	\$91,000	\$91,000	\$91,000	
Legal - \$190,500.00 (9%)						
	AgeWell Services	SafeSeniors Task Force	\$155,000	\$193,457	\$155,000	
	Fair Housing Center of West Michigan	Fair Housing Education and Outreach Services	\$5,000	\$5,000	\$5,000	
	Fair Housing Center of West Michigan	Fair Housing Enforcement Services	\$3,000	\$3,000	\$3,000	

Category	Provider Name	Service Name	2021 MCSAC Recommendations	2021 Awarded	2022 SRWMI Recommendations	Difference
	Legal Aid of Western Michigan	Legal Services	\$25,000	\$25,000	\$25,000	
	The Arc Muskegon	Legacy Planning	\$2,500	\$2,500	\$2,500	
Mobility - \$275,286.00 (13%)						
	AgeWell Services	Senior Transportation Program	\$130,000	\$130,000	\$130,000	
	Disability Network of West Michigan	Transportation	\$2,500	\$10,000	\$10,000	\$7,500
	Living Word Church	Snow Removal	\$15,000	\$77,847	\$75,000	\$60,000
	Love INC	Ramps	\$56,000	\$56,000	\$56,000	
	Ravenna Township	Grocery Trip	\$1,000	\$2,875	\$4,286	\$3,286
Nutritional - \$411,757.00 (19%)						
	AgeWell Services	Congregate Meals	\$38,920	\$38,920	\$38,920	
	AgeWell Services	Home Delivered Meals	\$203,620	\$203,620	\$203,620	
	Casnovia Township	Monthly Luncheon	\$1,000	\$12,000	\$12,000	\$11,000
	Fruitport Lions Charities	Senior Power of Produce	\$43,785	\$43,785	\$43,785	
	Muskegon YMCA	Veggie Van	\$113,432	\$113,432	\$113,432	
Social, Recreational, & Emotional - \$329,700.00 (15%)						
	AgeWell Services	Senior Center Activities	\$104,640	\$104,640	\$104,640	
	Arts Council of White Lake-Nuveen Center	Spark! Program	\$6,000	\$6,000	\$6,000	
	Association for the Blind & Visually Impaired	Support Groups	\$4,536	\$4,536	\$4,536	
	Association for the Blind & Visually Impaired	Vision Loss Counseling	\$5,325	\$5,325	\$5,325	
	Egelston Township	Monthly Dinner		\$14,001	\$21,600	\$21,600
	Orchard View Community Education	Senior Center Activities	\$57,000	\$57,000	\$57,000	
	Pioneer Resources	Eastern Muskegon County Recreation	\$84,802	\$84,802	\$84,802	
	Pioneer Resources	Nothern Muskegon County Recreation	\$35,947	\$35,947	\$35,947	
	Ravenna Township	Community Luncheon		\$6,660	\$8,100	\$8,100
	White Lake Senior Center	Senior Center Activities	\$1,750	\$1,750	\$1,750	
	Program Count 44	Totals	\$1,998,757	\$2,213,565	\$2,114,220	\$115,463

Muskegon County Human Services Committee

Request for Board Consideration

Requestor: Kathy Moore

Committee Date: 2021-08-03

Requesting Department: Public Health

Full Board Date: 2021-08-10

Budget: Budgeted

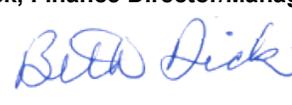
Agenda Number: HS21/08 - 18

Suggested Motion: *(State the following exactly as it should appear in the minutes.)*

Move to approve senior millage grant funding to be awarded to Senior Resources for continuation of the Medicare/Medicaid Assistance Program in the amount of \$22,400 for FY22, effective October 1, 2021 through September 30, 2022.

Summary of Request: *(General description of financing, other operational impact, possible alternatives.)*

At its regular meeting on July 20, 2021, the Senior Activities Committee (SAC) reviewed and moved to recommend senior millage grant funding to be awarded to Senior Resources for continuation of the Medicare/Medicaid Assistance Program in the amount of \$22,400 for FY22, effective October 1, 2021 through September 30, 2022. These activities/responsibilities are above and beyond the services outlined in the senior millage grants administration contract.

Kristen Wade, HR Director Analysis Required? No	Beth Dick, Finance Director/Management Analysis: <input checked="" type="checkbox"/> 
Michael Homier, Corporate Counsel Analysis Required? No	Mark Eisenbarth, County Administrator Recommendation: <input checked="" type="checkbox"/> 

Muskegon County Human Services Committee

Request for Board Consideration

Requestor: Kathy Moore

Committee Date: 2021-08-03

Requesting Department: Public Health

Full Board Date: 2021-08-03

Budget: Budgeted

Agenda Number: HS21/08 - 19

Suggested Motion: *(State the following exactly as it should appear in the minutes.)*

Authorize the Public Health Department to change the vacant Accounting Technician position G03007 from hourly to full-time to better align with current programing needs and funding requirements, with no change in general fund allocation.

Summary of Request: *(General description of financing, other operational impact, possible alternatives.)*

The Public Health Department is requesting authorization to change the vacant Accounting Technician position (G03007, GU-00160, \$15.16 - \$18.70/hr.) from hourly (24 hours per week) to full-time (40 hours per week + benefits) to better align with current programing needs and funding requirements. The financial impact of this change is projected to be approximately \$36,660 annually (FY22) and \$6,110 for FY21 (pro-rated) and will be 100% covered using grant funds with no increase in the general fund allocation.

<p>Kristen Wade, HR Director Analysis Required?</p> 	<p>Beth Dick, Finance Director/Management Analysis:</p> <input checked="" type="checkbox"/> 
<p>Michael Homier, Corporate Counsel Analysis Required? No</p>	<p>Mark Eisenbarth, County Administrator Recommendation:</p> <input checked="" type="checkbox"/> 

Accounting Technician PT to Accounting Technician FT

Annual	Current	Proposed	FY22 Difference	FY21 (Prorated)
Salary and Wages	\$18,920	\$30,160	\$11,240	\$1,873
Social Security	\$1,419	\$2,262	\$843	\$141
Hospitalization Ins.		\$19,164	\$19,164	\$3,194
Life Ins.		\$59	\$59	\$10
Retirement		\$2,313	\$2,313	\$386
Retirement - DC Contributions		\$905	\$905	\$151
Dental Insurance		\$702	\$702	\$117
Retiree's Benefits		\$905	\$905	\$151
Vision		\$84	\$84	\$14
L. T. Disability Ins.			\$0	\$0
Longevity			\$0	\$0
Cost of Living		\$416	\$416	\$69
Worker's Comp.	\$47	\$75	\$28	\$5
Total	\$20,386	\$57,046	\$36,660	\$6,110

Muskegon County Human Services Committee

Request for Board Consideration

Requestor: Kathy Moore

Committee Date: 2021-08-03

Requesting Department: Public Health

Full Board Date: 2021-08-10

Budget: Budgeted

Agenda Number: HS21/08 - 20

Suggested Motion: *(State the following exactly as it should appear in the minutes.)*

Move to enter into a contract agreement with Senior Resources of West Michigan for In-Home Care Administration and Coordination Services for Seniors effective October 1, 2021 through September 30, 2022, with two one-year renewal options, at a cost not to exceed \$386,000 for the first year of the grant cycle (\$300,000 for In-Home Services and \$86,000 for Support Coordination).

Summary of Request: *(General description of financing, other operational impact, possible alternatives.)*

At its regular meeting on July 20, 2021, the Senior Activities Committee (SAC) reviewed the proposal in response to the RFP for In-Home Care Administration and Coordination Services for Seniors. The Senior Activities Committee recommend entering into a contract agreement with Senior Resources for In-Home Care Administration and Coordination Services for Seniors, effective October 1, 2021 through September 30, 2022, with two one-year renewal options, at a cost not to exceed \$386,000 for the first year of the grant cycle (\$300,000 for In-Home Services and \$86,000 for Support Coordination).

<p>Kristen Wade, HR Director Analysis Required? No</p>	<p>Beth Dick, Finance Director/Management Analysis:</p> <p><input checked="" type="checkbox"/> </p>
<p>Michael Homier, Corporate Counsel Analysis Required? No</p>	<p>Mark Eisenbarth, County Administrator Recommendation:</p> <p><input checked="" type="checkbox"/> </p>

MUSKEGON COUNTY BID SUMMARY

Commodity Numbers: 91806, 91832, 91866, 91867, 94807, 95208, 95215, 95221, 95240, 95253, 95255, 95256, 95259, 95262, 95268, 95267, 95280, 95285, 95294, 95856, 96102, 96156

Department: Public Health Department

Proposal: RFP 21-2429

Release Date: 07/01/2021
Opening Date: 07/19/2021

Product / Service: In Home Care Administration and Coordination Services for Seniors

Solicitation Statistics	
Bid Net	Bonfire
17	7
Viewed Documents:	
Solicitation Received:	N/A
No-Solicit Form Received:	N/A
	0

Vendor Name & Address	Received	Responsive	Technical Score	First Year of Grant Cycle		Comments
				Support Coordination	In-Home Services for Participants	
Senior Resources of West Michigan 560 Seminole Rd Muskegon MI 49444	Yes	Yes	97.25%	\$86,000.00	\$300,000.00	

Department Recommendation: Senior Resources of West Michigan

Name of Buyer: Jamie Burmeister

Director of Finance/Assistant County Administrator's Name: Beth Dick

Signature: 

Vendor Awarded: _____

Board Approval Date: _____

Board Motion Number: _____

AGREEMENT FOR IN-HOME CARE COORDINATION SERVICES

Between

The County of Muskegon County

And

(CONTRACTOR)

This Agreement is made and entered into by and between the County of Muskegon, a municipal corporation, located at 990 Terrace, Muskegon, Michigan 49442 (hereinafter referred to as “COUNTY”) AND _____, located at _____ (hereinafter referred to as “CONTRACTOR”).

I. PURPOSE

The purpose of this Agreement is to contact for In-Home Care Administration and Coordination Service. The CONTRACTOR will conduct a Program of coordinated, collaborative services with a focus on responsible use of limited resources. Services are to be delivered to seniors aged 60 years and older, whose residences are located at scattered sites throughout the entirety of Muskegon County.

II. BACKGROUND

A. By a passing vote of the Muskegon County residents, the County of Muskegon was authorized to levy, for a period of eight years (2016 through 2023, inclusive) a new additional millage in the amount of 0.50 mills (\$0.50 per \$1,000 of taxable value) on the taxable value of all property in the county, for the intended purpose of planning, coordinating and providing services to older persons in Muskegon County, as provided by Public Act 30 of 1976 (activities or services for older persons act). The tax dollars will be used solely to support services and activities to seniors and caregivers. This millage will raise approximately \$2,100,000 annually.

III. SCOPE OF SERVICES – RESPONSIBILITIES OF CONTRACTOR

A. The CONTRACTOR will screen, document, and administer the sub-contracts for coordinated, collaborative in-home care and gap-filling services with a focus on responsible use of limited resources for Senior In-Home Care services/activities. Independent Contractor: It is understood and agreed to, by and between the Contractor and Muskegon County, that any and all acts that the Contractor or its personnel, employees, and subcontractors perform pursuant to the terms of the Contract shall be undertaken as independent contractors and not as employees of Muskegon County by or with a contract or agreement, nor imposed any liability upon Muskegon County. All acts and contracts of the Contractor shall be in its own name and not in the name of Muskegon County.

- B. CONTRACTOR shall keep and maintain adequate, legible, genuine, current, and complete records to verify the delivery of Deliverables in accordance with the terms of this Agreement for a period of five calendar years following expiration of this Agreement. The CONTRACTOR agrees to make all such records available to the COUNTY or its designated representatives and to such federal and/or other state agencies as may require the information. The CONTRACTOR agrees that failure to comply with this provision shall be deemed as material breach of the Agreement and shall repay to the COUNTY all amounts received for any Deliverables which are not adequately verified and fully documented by the CONTRACTOR'S records. Adequate verification and full documentation shall mean that the CONTRACTOR'S records are such that an orderly examination by a reasonable person is possible and can be conducted without the use of information intrinsic to records, and that such an examination can readily determine that the CONTRACTOR'S services were provided.

- C. CONTRACTOR shall maintain records of all its activities pursuant to the Agreement and applicable statutes and regulations. CONTRACTOR shall provide The COUNTY with timely and accurate information as to the delivery of Deliverables to consumers.

- D. CONTRACTOR is responsible for reporting activities that may be required by any outside sources.

- E. CONTRACTOR will report back to the COUNTY and the community monthly, quarterly and yearly on the efficient and effective use of the millage funds.

- F. COUNTY reserves the right to require the CONTRACTOR submit other pertinent, available, financial or programmatic data from time to time, which data shall be provided to COUNTY upon request.

IV. INSURANCE REQUIREMENTS

The CONTRACTOR shall maintain, as long as it is providing services herein, the insurance coverage stated under "ATTACHMENT A – County of Muskegon Insurance Requirements" evidenced by certificates of insurance provided before providing services related to this agreement

V. ENTIRE AGREEMENT

This final agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to the agreement and by no other means. Each party waives their future right to claim, contest or assert that the agreement was modified, canceled, superseded or changed by any oral agreements, course of conduct, waiver or estoppels.

VI. SUBCONTRACTING

No portion of this proposal may be subcontracted without the prior written approval by the COUNTY. The CONTRACTOR will be help responsible by the COUNTY for the quality, delivery and all terms and conditions of this proposal.

VII. OWNERSHIP AND USE OF DOCUMENTS

- A. All documents prepared in connection with this agreement will become the property of the COUNTY whether any project related to this agreement is executed or not.
- B. The CONTRACTOR will retain all of its records and supporting documentation relating to this agreement, and not delivered to the COUNTY, for a period of three years, except that in the event the vendor goes out of business during that period, it will turn over to the COUNTY all of its records relating to the project for retention by the COUNTY.

VIII. TERMINATION FOR CONVENIENCE

- A. Muskegon County may terminate this agreement, in whole or in part, whenever the COUNTY determines that such termination is in the best interested of the COUNTY without showing cause, upon giving 90 days advance notice to the CONTRACTOR. Muskegon County shall pay all reasonable costs incurred by the CONTRACTOR up to the date of termination. However, in no event shall the CONTRACTOR be paid any amount, which exceeds the price bid for the work performed. The CONTRACTOR will not be reimbursed for any profits, which may have been earned up to the date of termination.
- B. Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the CONTRACTOR upon ninety (90) days prior written notice to the COUNTY.

IX. TERMINATION FOR DEFAULT

When the CONTRACTOR has not performed or has unsatisfactorily performed the contract or in the event, any of the provisions of the purchase order are violated, the COUNTY may serve written notice of its intent to terminate the contract and/or purchase order for default. Upon termination for default, payment will be withheld at the discretion of Muskegon County. Failure on the part of a vendor to fulfill the contractual obligations shall be considered just cause for termination of the contract. The CONTRACTOR will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the COUNTY in procuring and completing the work.

X. TERMINATION DUE TO UNAVAILABILITY OF FUNDS

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled and the CONTRACTOR shall be reimbursed for a reasonable value of any non-recurring costs incurred, but not amortized in the price of supplies or services delivered under the contract

XI. HOLD HARMLESS

To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify and hold harmless the COUNTY, its subsidiaries, departments, divisions and agencies and their respective officials, officers, directors, employees, and agents from and against any and all liability, litigation, causes of action, and claims, by whomsoever brought or alleged, and expenses, and fees and expenses of attorneys and expert witnesses resulting therefrom on account of, relating to, or arising out of bodily injury to or death of any person or on account of damage to property, including loss of use thereof, arising or allegedly arising out of or limited to, claims alleging or involving the negligence of the CONTRACTOR, its subcontractor, or the joint negligence of the CONTRACTOR, its subcontractors, and/or the COUNTY, but shall not extend to liability found by way of final judgment to have resulted from the sole negligence of the COUNTY.

XII. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT

If any item furnished by the vendor fails to conform to specifications, or to the sample submitted by the vendor, the COUNTY may reject it. Upon rejection, the CONTRACTOR must promptly reclaim and remove such item without expense to the COUNTY, and shall immediately replace all such rejected items with others conforming to such specifications and samples. If the CONTRACTOR fails to do so, the COUNTY has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the CONTRACTOR the difference between the prices named in the purchase order and the actual cost to the COUNTY. The rights and remedies of the COUNTY identified above are in addition to any other rights and remedies provided by law or under the purchase order.

XIII. AVOIDANCE OF CONFLICT OF INTEREST AND CONFIDENTIALITY

The CONTRACTOR may provide consultation services to other government organizations in Michigan and elsewhere. In order to preserve the trust and confidence of their client, the CONTRACTOR adheres to a set of principles that enables them to perform their work in a manner that is free of real or perceived conflicts of interests. These principles are as follows:

- A. CONTRACTOR will not discuss, distribute or use in any way the data or information acquired in the course of providing services to Muskegon County without prior approval by the COUNTY
- B. CONTRACTOR will not undertake a specific activity which may be viewed as adverse to the interests of another client without obtaining the agreement of both parties.
- C. CONTRACTOR states that no County officer or employee, nor any business entity in which they have an interest: a) Has an interest in the contract awarded; b) Has been employed or retained to solicit or aid in the procuring of the resulting contract; c) Will be employed in the performance of such contract without immediate disclosure of such fact to the COUNTY.

XIV. TERMINOLOGY

The terms and phrases used in this Agreement are to be given their common and ordinary meaning and are not to be construed against either party.

XV. INVOICES AND PAYMENT

The COUNTY agrees to pay the CONTRACTOR at a rate not to exceed _____. CONTRACTOR will invoice the COUNTY for actual costs incurred up to the contract amount. Invoices are to be mailed to the COUNTY on the resulting purchase order no later than the fifteenth of the month. Final invoices are due by the fifteenth of November.

All invoices must include;

- purchase order number,
- the amount being charged and
- accounts payable report indicating payments made to in-home care providers, this must include;
 - the in-home care provider name,
 - in-home care provider invoice number,
 - in-home care provider invoice date,
 - time period when services were provided and
 - the amount charged for the services

Failure to comply may result in delayed payments. The COUNTY payment terms are Net 30 days unless a cash discount is allowed for payments within not less than fifteen (15) days.

XVI. EFFECTIVE DATE AND DURATION OF CONTRACT

This Agreement shall be deemed effective on October 1, 2021, and shall continue for three years through September 30, 2024.

Muskegon County Contract for Senior Millage In-Home Care Coordination

Initial _____

On behalf of the COUNTY OF MUSKEGON:

BOARD OF COMMISSIONERS

Dated: _____, 2021

By: _____
Robert Scolnik, Chairman

On behalf of the **CONTRACTOR**:

(CONTRACTOR)

Dated: _____, 2021

By: _____
NAME, TITLE

Muskegon County Human Services Committee

Request for Board Consideration

Requestor: Kathy Moore

Committee Date: 2021-08-03

Requesting Department: Public Health

Full Board Date: 2021-08-10

Budget: Budgeted

Agenda Number: HS21/08 - 21

Suggested Motion: *(State the following exactly as it should appear in the minutes.)*

Authorize the Public Health Department to amend its FY21 budget from \$9,254,543 to \$9,195,710 to reflect changes in grants, fees and other line items with no change in general fund allocation.

Summary of Request: *(General description of financing, other operational impact, possible alternatives.)*

The Public Health Department is requesting authorization to amend its current FY21 budget from \$9,254,543 to \$9,195,710 to reflect changes in grants, fees and other line items with no change in general fund allocation.

Kristen Wade, HR Director Analysis Required? No	Beth Dick, Finance Director/Management Analysis: <input checked="" type="checkbox"/> 
Michael Homier, Corporate Counsel Analysis Required? No	Mark Eisenbarth, County Administrator Recommendation: <input checked="" type="checkbox"/> 

**Public Health - Muskegon County
FY21 Proposed Budget Amendment
Summary of Significant Changes**

	FY21 Approved Budget	FY21 Proposed Amendment	Proposed Change
Fund 2210 - Public Health Total Revenues	\$9,254,543	\$9,195,710	-\$58,833
Fund 2210 - Public Health Total Expenditures	\$9,254,543	\$9,195,710	-\$58,833
Net of Total Revenues & Expenditures	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>

REVENUES

2210 - All Programs Federal & State Grants	\$6,991,566	\$6,916,738	-\$74,828
2210 - All Programs Fee-for-Services	\$480,530	\$496,525	\$15,995
2210 - All Programs Other Income/Grants & Misc.	\$8,055	\$8,055	\$0
2210 - All Programs General Fund Appropriation	\$1,774,392	\$1,774,392	\$0
Proposed change Revenues	<u>\$9,254,543</u>	<u>\$9,195,710</u>	<u>-\$58,833</u>

EXPENDITURES

2210 - All Programs Salaries/Fringes	\$4,787,701	\$4,757,794	-\$29,907
2210 - All Programs Other Direct Program Costs	\$3,791,436	\$3,730,581	-\$60,855
2210 - All Programs Indirect/Overhead Costs	\$675,406	\$707,335	\$31,929
Proposed change Expenditures	<u>\$9,254,543</u>	<u>\$9,195,710</u>	<u>-\$58,833</u>