

Contract #: _____

Agreement Between
Michigan Department of Community Health
hereinafter referred to as the "Department"
and
Washtenaw County Board of Commissioners
hereinafter referred to as the "Local Governing Entity"
on Behalf of Health Department
Washtenaw County Public Health Department
555 Towner
Ypsilanti, Michigan 48197-0915

Federal I.D.#: 38-6004894

hereinafter referred to as the "Contractor"
for

The Delivery of Public Health Services under
the Comprehensive Planning, Budgeting and Contract (CPBC) Agreement

Part I

1. Purpose:

This agreement is entered into for the purpose of setting forth a joint and cooperative Contractor/Department relationship and basis for facilitating the delivery of public health services to the citizens of Michigan under their jurisdiction, as described in the attached Annual Budget, established Minimum Program Requirements, and all other applicable Federal, State and Local laws and regulations pertaining to the Contractor and the Department.

Public health services to be delivered under this agreement include Local Public Health Operations (LPHO) and Categorical Programs as specified in the attachments to this agreement.

- 2. Period of Agreement:** This Agreement shall commence on October 1, 2009 and continue through September 30, 2010. This agreement is full force and effect for the period specified. The Department has the option to assume no responsibility for costs incurred by the Contractor prior to the signing of this agreement.

3. Program Budget and Agreement Amount

A. Agreement Amount:

In accordance with Attachment IV - Funding/Reimbursement Matrix, the total State budget and amount committed for this period for the program elements covered by this agreement is \$3,107,891.

B. Equipment Purchases and Title:

Any equipment purchases supported in whole or in part by the Department with categorical funding must be specified in an attachment to the Program Budget Summary. Equipment means tangible, non-expendable, personal property having useful life of more than one (1) year and an acquisition cost of \$5,000 or more per unit. Title to equipment having a unit acquisition cost of less than \$5,000 shall vest with the Contractor upon acquisition. The Department reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of \$5,000 or more, to the extent that the Department's proportionate interest in such equipment supports such retention or transfer of title.

C. Budget Transfers and Adjustments:

1. Transfers between categories within any program element budget supported in whole or in part by state/federal categorical sources of funding shall be limited to increases in an expenditure budget category by \$10,000 or fifteen percent (15%) whichever is greater. This transfer authority does not authorize establishment of new budget categories, purchase of additional equipment items or new subcontracts with state/federal categorical funds without prior written approval of the Department.
2. Any transfers or adjustments involving State/Federal categorical funds, other than those covered by C.1, including any related adjustment to the total state amount of the budget, must be made in writing through a formal amendment executed by all parties to this agreement in accordance with Section VIII. A. of Part II.
3. The C.1 and C.2 provisions authorizing transfers or changes in local funds apply also to the Family Planning program, provided statewide local maintenance of effort is not diminished in total.

Any statewide diminishing of total local effort for family planning and/or any related funding penalty experienced by the Department shall be recovered proportionately from each local Contractor that, during the course of the agreement period, chose to reduce or transfer local funds from the Family Planning program.

4. **Agreement Attachments:**

A. The following documents are attachments to this Agreement Part I and Part II - General Provisions, which are part of this agreement through reference:

1. Attachment I - Annual Budget
2. Attachment II – Guidance to State Agencies Regarding the Use of Funds Received Under the American Recovery and Reinvestment Act (ARRA)
3. Attachment III - Program Specific Assurances and Requirements
4. Attachment IV - Funding/Reimbursement Matrix

B. The attachments are added into this Agreement as follows:

1. Original Agreement (Part I and Part II) - Attachment III, IV
2. First Amendment - Attachment I and IV (Revised)

5. **Statement of Work:** The Contractor agrees to undertake, perform and complete the services described in Attachment III - Program Specific Assurances and Requirements and the other applicable attachments to this agreement which are part of this agreement through reference.

6. **Method of Payments and Financial Reports:** The payment procedures shall be followed as described in Part II and Attachment I - Annual Budget and Attachment IV - Funding/Reimbursement Matrix, which are part of this agreement through reference.

7. **Performance/Progress Report Requirements:** The progress reporting methods, as applicable, shall be followed as described in IV - Funding/Reimbursement Matrix, which are part of this agreement through reference.

8. **General Provisions:** The Contractor agrees to comply with the General Provisions outlined in Part II, which are part of this agreement through reference.

9. **Administration of Agreement:**

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

Richard McCubbin, CPBC Consultant, 517-241-2493, McCubbinR@michigan.gov

(Contract Consultant Name) Title Phone E-mail Address

10. **Special Conditions:**

- A. This agreement is valid upon approval by the State Administrative Board as appropriate and approval and execution by the Department.
- B. The Department and Contractor, under the terms of this agreement shall, subject to availability of funding and other applicable conditions, provide resources and continuous services throughout the period of this agreement as shown in Attachment I - Annual Budget.
- C. The Department will not assume any responsibility or liability for costs incurred by the Contractor prior to the signing of this agreement.
- D. The Contractor is required by PA 533 of 2004 to receive payments by electronic funds transfer.

11. **Special Certification:**

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

12. **Signature Section:**

For the WASHTENAW COUNTY PUBLIC HEALTH DEPARTMENT

Name and Title

Signature

Date

For the MICHIGAN DEPARTMENT OF COMMUNITY HEALTH

Mary Jane Russell, Interim Deputy Director
Operations Administration

Date

Part II
General Provisions

I. Responsibilities - Contractor

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

A. Publication Rights

1. Where activities supported by this agreement produce books, films, or other such copyrightable materials issued by the Contractor, the Contractor may copyright such but shall acknowledge that the Department reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such materials and to authorize others to reproduce and use such materials. This cannot include service recipient information or personal identification data.
2. Any copyrighted materials or modifications bearing acknowledgment of the Department's name must be approved by the Department prior to reproduction and use of such materials.
3. The Contractor shall give recognition to the Department in any and all publication papers and presentations arising from the program and service contract herein; the Department will do likewise.

B. Fees

Make reasonable efforts to collect 1st and 3rd party fees, where applicable, and report these as outlined by the Department's fiscal procedures. Any underrecoveries of otherwise available fees resulting from failure to bill for eligible services will be excluded from reimbursable expenditures.

C. Program Operation

Provide the necessary administrative, professional, and technical staff for operation of the program.

D. Reporting

Utilize all report forms and reporting formats required by the Department at the effective date of this agreement, and provide the Department with timely review and commentary on any new report forms and reporting formats proposed for issuance thereafter.

E. Record Maintenance/Retention

Maintain adequate program and fiscal records and files, including source documentation to support program activities and all expenditures made under the terms of this agreement, as required. Assure that all terms of the agreement will be appropriately adhered to; and, that records and detailed documentation for the project or program identified in this agreement will be maintained for a period of not less than three (3) years from the date of termination, the date of submission of the final expenditure report or until litigation or audit findings have been resolved.

F. Authorized Access

Permit upon reasonable notification and at reasonable times, access by authorized representatives of the Department, Federal Grantor Agency, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records, files and documentation related to this agreement, to the extent authorized by applicable state or federal law, rule or regulation.

G. Audits

1. Single Audit

Provide, consistent with the regulations set forth in the Single Audit Act Amendments of 1996, P.L. 104-156, and Section .320 of the Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," a copy of the Contractor's annual Single Audit reporting package, including the Corrective Action Plan, and management letter (if one is issued) with a response to the Department.

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

2. Other Audits

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

3. Due Date

The Single Audit reporting package, management letter (if one is issued) with a response and Corrective Action Plan shall be submitted to the Department within nine months after the end of the Contractor's fiscal year.

The Single Audit reporting package, management letter, and Corrective Action Plan shall be filed with the Department even if there are no findings or disclosures reported in the audit pertaining to Department programs.

4. Penalty

If the Contractor does not submit the required Single Audit reporting package, management letter (if one is issued) with a response, and Corrective Action Plan within nine months after the end of the Contractor's fiscal year and an extension has not been approved by the cognizant or oversight agency for audit, the Department may withhold from the current funding an amount equal to five percent of the audit year's grant funding (not to exceed \$200,000) until the required filing is received by the Department. The Department may retain the amount withheld if the Contractor is more than 120 days delinquent in meeting the filing requirements and an extension has not been approved by the cognizant or oversight agency for audit. The Department may terminate the current grant if the Contractor is more than 180 days delinquent in meeting the filing requirements and an extension has not been approved by the cognizant or oversight agency for audit.

5. Where to Send

A copy of the Single Audit reporting package, management letter (if one is issued) with a response, and Corrective Action Plan must be forwarded to:

Michigan Department of Community Health
Office of Audit
Quality Assurance and Review Section
P.O. Box 30479*
Lansing, Michigan 48909-7979
***For Express Delivery**
Capital Commons Center
400 S. Pine Street
Lansing, Michigan 48933

Alternatives to paper filing may be viewed at www.michigan.gov/mdch by selecting Inside Community Health - MDCH Audit.

H. Subrecipient/Vendor Monitoring

The Contractor must ensure that each of its **subrecipients** comply with the Single Audit Act requirements. The Contractor must issue management decisions on audit findings of their subrecipients as required by OMB Circular A-133.

The Contractor must also develop a subrecipient monitoring plan that addresses "during the award monitoring" of **subrecipients** to provide reasonable assurance that the subrecipient administers Federal awards in compliance with laws, regulations, and the provisions of contracts, and that performance goals are achieved. The subrecipient monitoring plan should include a risk-based assessment to determine the level of oversight, and monitoring activities such as reviewing financial and performance reports, performing site visits, and maintaining regular contact with subrecipients.

The Contractor must establish requirements to ensure compliance by **for-profit subrecipients** as required by OMB Circular A-133, Section .210(e).

The Contractor must ensure that transactions with **vendors** comply with laws, regulations and provisions of contracts or grant agreements in compliance with OMB Circular A-133, Section .210 (f).

I. Notification of Modifications

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

J. Software Compliance

The Contractor must ensure that software compliance and compatibility with the Department's data systems for services provided under this agreement including but not limited to: stored data, databases, and interfaces for the production of work products and reports. All required data under this agreement shall be

provided in an accurate and timely manner without interruption, failure or errors due to the inaccuracy of the Contractor's business operations for processing date/time data.

K. Human Subjects

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

L. Terms

To abide by the terms of this agreement including all attachments.

M. Minimum Program Requirements

To comply with Minimum Program Requirements promulgated in accordance with Section 2472.3 of 1978 PA 368 as amended, MCL 333.2472.3, MSA 14.15 (2472.3), for each applicable program element funded under this agreement.

N. Annual Budget and Plan Submission

To submit an Annual Budget and Plan request to the Department, in accordance with instructions established by the Department, to serve as the basis for completion of specific details for Attachments I and IV of this agreement via Contractor/Department negotiated amendment(s). Failure to submit a complete Annual Budget and Plan by the due date will result in the deferral of Department payments until these documents are submitted.

O. Maintenance of Effort

All agencies shall comply with maintenance of effort requirements for LPHO, as defined in the current Department appropriation act, and Family Planning in accordance with federal requirements, except as noted in Section 3.C.3 of Part I.

P. Accreditation

1. All Contractors shall comply with the local public health accreditation standards and follow the accreditation process and schedule established by the Department to achieve full accreditation status. Contractors that fail to meet all accreditation requirements and/or implement corrective plans of action within the prescribed time period will receive the status of "Not Accredited." Contractors designated as "Not Accredited" may have their Department allocations reduced for costs incurred in the assurance of service delivery.

Contractors that disagree with on-site review findings or their accreditation status may request an inquiry through written request to the Department. The request must identify the disagreement and resolution sought. The inquiry participants will be comprised of Contractor staff, Department staff, the Accreditation Commission Chair, and the Accreditation Coordinator as needed. Participants will clarify facts, verify information and seek resolution.

2. Consent Agreements/Administrative Compliance Orders/Administrative Hearings for "Not Accredited" Contractors:
 - a. Contractors designated as "Not Accredited", will receive a Consent Agreement Package from the Department. Contractors and their local governing entities shall be given 75 days to review the package, meet with the Department, and sign/return the Consent Agreement.
 - b. Fulfillment of the terms and conditions of the Consent Agreement will not affect accreditation status, but impacts the Contractors' ability to fulfill its contractual obligations under the Comprehensive Planning, Budgeting and Contracting Agreement. Contractors designated as "Not Accredited", will retain this designation until the subsequent accreditation cycle.
 - c. Contractor failure to fulfill the terms and conditions of the Consent Agreement within the prescribed time period will result in the issuance of an Administrative Compliance Order by the Department.
 - d. Within 60 working days after receipt of an Administrative Compliance Order and proposed compliance period, a local governing entity may petition the Department for an administrative hearing. If the local governing entity does not petition the Department for a hearing within 60 days after receipt of an Administrative Compliance Order, the order and proposed compliance date shall be final. After a hearing, the Department may reaffirm, modify, or revoke the order or modify the time permitted for compliance.
 - e. If the local governing entity fails to correct a deficiency for which a final order has been issued within the period permitted for compliance, the Department may petition the appropriate circuit court for a writ of mandamus to compel correction.

Q. Medicaid Outreach Activities Reimbursement

The Contractor agrees to report allowable costs and request reimbursement for the Medicaid Outreach activities it provides in accordance with 2 CFR, Part 225 (OMB Circular A-87) and the requirements in Medicaid Bulletin number: MSA 05-29.

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

The Contractor will submit quarterly FSRs for the Medicaid Outreach activities and an annual FSR for the Children with Special Health Care Services Medicaid Outreach activities in accordance with the instructions contained in Attachment I.

In accordance with the Medicaid Bulletin, MSA 05-29, the Contractor agrees to target their Medicaid outreach effort toward Department established priorities. For FY 09/10, the Department priorities are: lead testing, outreach and enrollment for the Family Planning waiver, and outreach for pregnant women, mothers and infants for the Maternal and Infant Health Program. The Contractor will submit a report using the MDCH Local Health Department Medicaid Outreach form describing their outreach activities targeting the priorities 30 days after the end of a fiscal year quarter and at the same time as the final CPBC FSR is due into the Department. The Local Health Department Medicaid Outreach report is to be sent to the Division of Family and Community Health as specified on the form.

II. Responsibilities - Department

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

A. Payment

Provide payment in accordance with the terms and conditions of this agreement based upon appropriate reports, records, and documentation maintained by the Contractor.

B. Report Forms

Provide any report forms and reporting formats required by the Department at the effective date of this agreement, and to provide the Contractor with any new report forms and reporting formats proposed for issuance thereafter at least ninety (90) days prior to required usage to afford the Contractor an opportunity for review and commentary.

C. Terms

Abide by the terms of this agreement including all attachments.

D. Notification of Modifications

To notify the Contractor in writing of modifications to Federal or State laws, rules and regulations affecting this agreement.

E. Identification of Laws

To identify for the Contractor relevant laws, rules, regulations, policies, procedures, guidelines and State and Federal manuals, and provide the Contractor with copies of these documents to the extent they are not otherwise available to the Contractor.

F. Modification of Funding

To notify the Contractor in writing within thirty (30) calendar days of becoming aware of the need for any modifications in agreement funding commitments made necessary by action of the Federal Government, the Governor, the Legislature or the Department of Management and Budget on behalf of the Governor or the Legislature. Implementation of the modifications will be determined jointly by the Contractor and the Department.

G. Monitor Compliance

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

H. Reimbursement

To reimburse local agencies for costs based upon timely, accurately completed Financial Status Reports in accordance with Section IV.

I. Technical Assistance

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

J. Health Insurance Portability and Accountability Act

The Department assures that it will be in compliance with the Health Insurance Portability and Accountability Act.

K. Accreditation

The Department agrees to adhere to the accreditation requirements including the process for "Not Accredited" Contractors. The process includes developing and monitoring consent agreements, issuing and monitoring administrative compliance orders, participating in administrative hearings and petitioning appropriate circuit courts.

L. Medicaid Outreach Activities Reimbursement

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

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

III. Assurances

The following assurances are hereby given to the Department:

A. Compliance with Applicable Laws

The Contractor will comply with applicable federal and state laws, guidelines, rules and regulations in carrying out the terms of this agreement. The Contractor will also comply with all applicable general administrative requirements such as OMB Circulars covering cost principles, grant/agreement principles, and audits in carrying out the terms of this agreement.

B. Anti-Lobbying Act

The Contractor will comply with the Anti-Lobbying Act, 31 USC 1352 as revised by the Lobbying Disclosure Act of 1995, 2 USC 1601 et seq, and Section 503 of the Departments of Labor, Health and Human Services and Education, and Related Agencies section to the FY 1997 Omnibus Consolidated Appropriations Act (Public Law 104-209). Further, the Contractor shall require that the language of this assurance be included in the award documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

C. Non-Discrimination

1. The Contractor agrees not to discriminate against any employee or applicant for employment or service delivery and access, with respect to their hire, tenure, terms, conditions or privileges of employment, programs and services provided or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position or to receive services. The Contractor further agrees that every subcontract entered into for the performance of any contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, service delivery and access, as herein specified binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2201 et seq, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq, and any breach thereof may be regarded as a material breach of the contract or purchase order.
2. The Contractor will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;

- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
 - d. the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
 - e. the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - f. the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - g. §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records
 - h. any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - i. the requirements of any other nondiscrimination statute(s) which may apply to the application.
3. Additionally, assurance is given to the Department that efforts will be made to identify and encourage the participation of minority owned and women owned businesses, and businesses owned by persons with disabilities in contract solicitations. The Contractor shall incorporate language in all contracts awarded: (1) prohibiting discrimination against minority owned and women owned businesses and businesses owned by persons with disabilities in subcontracting; and (2) making discrimination a material breach of contract.

D. Debarment and Suspension

Assurance is hereby given to the Department that the Contractor will comply with Federal Regulation 2 CFR part 180 and certifies to the best of its knowledge and belief that the Contractor's local health department or an official of the Contractor's local health department and the Contractor's subcontractors:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or Contractor;
- 2. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2, and;
4. Have not within a three-year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default.

E. Federal Requirement: Pro-Children Act

Assurance is hereby given to the Department that the Contractor will comply with Public Law 103-227, also known as the Pro-Children Act of 1994, 20 USC 6081 et seq, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The Contractor also assures that this language will be included in any subawards which contain provisions for children's services.

The Contractor also assures, in addition to compliance with Public Law 103-227, any service or activity funded in whole or in part through this agreement will be delivered in a smoke-free facility or environment. Smoking shall not be permitted anywhere in the facility, or those parts of the facility under the control of the Contractor. If activities or services are delivered in facilities or areas that are not under the control of the Contractor (e.g., a mall, restaurant or private work site), the activities or services shall be smoke-free.

F. Hatch Political Activity Act and Intergovernmental Personnel Act

The Contractor will comply with the Hatch Political Activity Act 5, USC 1501- 1509 and 7324-7328 and the Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Service Reform Act, Public Law 95-454, Section 42 USC 4728-4763. Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

G. Home Health Services

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

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

H. Subcontracts

Assure for any subcontracted service, activity or product:

1. That a written subcontract is executed by all affected parties prior to the initiation of any new subcontract activity. Exceptions to this policy may be granted by the Department upon written request.
2. That any executed subcontract shall require the subcontractor to comply with all applicable terms and conditions of this agreement. In the event of a conflict between this agreement and the provisions of the subcontract, the provisions of this agreement shall prevail. A conflict between this agreement and a subcontract, however, shall not be deemed to exist where the subcontract:
 - a. Contains additional non-conflicting provisions not set forth in this agreement; or
 - b. Restates provisions of this agreement to afford the Contractor the same or substantially the same rights and privileges as the Department; or
 - c. Requires the subcontractor to perform duties and/or services in less time than that afforded the Contractor in this agreement.
3. That the subcontract does not affect the Contractor's accountability to the Department for the subcontracted activity.
4. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and services.
5. That the Contractor will submit a copy of the executed subcontract if requested by the Department.

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

I. **Procurement**

Assure that all purchase transactions, whether negotiated or advertised, shall be conducted openly and competitively in accordance with the principles and requirements of OMB Circular A-102 as revised, implemented through applicable portions of the associated "Common Rule" as promulgated by responsible federal Contractor(s), or 2 CFR, Part 215 (OMB Circular A-110) as amended, as applicable and that records sufficient to document the significant history of all purchases are maintained for a minimum of three years after the end of the agreement period.

J. Health Insurance Portability and Accountability Act

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

1. The Contractor must not share any protected health data and information provided by the Department that falls within HIPAA requirements except to a subcontractor as appropriate under this agreement.
2. The Contractor must require the subcontractor not to share any protected health data and information from the Department that falls under HIPAA requirements in the terms and conditions of the subcontract.
3. The Contractor must only use the protected health data and information for the purposes of this agreement.
4. The Contractor must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Contractor's employees.
5. The Contractor must have a policy and procedure to report to the Department unauthorized use or disclosure of protected health data and information that falls under the HIPAA requirements of which the Contractor becomes aware.
6. Failure to comply with any of these contractual requirements may result in the termination of this agreement in accordance with Part II, Section V. Termination.
7. In accordance with HIPAA requirements, the Contractor is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information received by the Contractor from the Department or any other source.
8. The Contractor will enter into a business associate agreement should the Department determine such an agreement is required under HIPAA.

IV. Payment and Reporting Procedures

A. Operating Advance

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

B. Comprehensive Planning and Budgeting Contract (CPBC) Prepayments

The Department will make monthly prepayments equal to 1/12th of the agreement amount for each non-fee-for-service program contained in Attachment IV of this agreement. One single payment covering all non-fee-for-service programs will be made within the first week of each month. The Department will send to the Contractor a worksheet itemizing the individual program amounts included in the

monthly prepayment within five working days of processing the monthly prepayment.

Prepayments for the months of October thru January will be based upon the initial agreement amounts in Attachment IV. Subsequent monthly prepayments may be adjusted based upon agreement amendments and/or Contractor adjustment requests per Department approval.

C. Prepayment Adjustments

If the sum of the prepayments do not equal at least 90% of the Contractor's expenditures for a quarter of the contract period, the Contractor may submit documentation for an adjustment to the monthly prepayment amount via the following process:

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

D. Financial Status Report Submission

A Financial Status Report (FSR) DCH-0412 must be submitted for all programs listed on Attachment IV. All FSR's must be prepared in accordance with the Department's FSR instructions and submitted not later than thirty (30) days after the close of the fiscal quarters. The reports are due 1/30/XX, 4/30/XX, and 7/30/XX. All FSR's must be submitted to:

Michigan Department of Community Health,
Bureau of Finance, Accounting Division
P.O. Box 30720,
Lansing, Michigan 48909-8220

A copy of each quarterly FSR and final FSR must also be submitted electronically to PublicHealthFSR@michigan.gov.

FSR's must report total actual program expenditures regardless of the source of funds. The Department will reimburse the Contractor for expenditures in

accordance with the terms and conditions of this agreement. Failure to comply with the reporting due dates will result in the deferral of the Contractor's monthly prepayment.

E. Reimbursement Method

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

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

F. Reimbursement Mechanism

All Contractors must sign up through the on-line vendor registration process to receive all State of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits. Vendor registration information is available through the Department of Management and Budget's web site:

<http://www.cpexpress.state.mi.us/>

G. Unobligated Funds

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

H. Fiscal Year-End Reporting

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

Within 90 days after the agreement fiscal year-end, the Contractor must liquidate any unpaid year-end commitments and obligations. Any obligation remaining unliquidated after 90 days from the end of the agreement period shall revert to the Department for disposition in accordance with applicable state and/or federal requirements, except as specifically authorized in writing by the Department.

I. Final Total Contractor FSR

The final total Contractor FSR is due December 15, after the agreement period end date. WIC financial data reporting and final FSR must be received by November 30. Upon receipt of the final FSR, the Department will determine by program, if funds are owed to the Contractor or if the Contractor owes funds to the Department. If funds are owed to the Contractor, payment will be processed. However, if the Contractor underestimated their year-end obligations in the preliminary close out report as compared to the final FSR and the total reimbursement requested does not exceed the agreement amount that is due to the Contractor, the Department will make every effort to process full reimbursement to the Contractor per the Final FSR. Final payment may be delayed pending final disposition of the Department's year-end obligations.

If funds are owed to the Department, it will generally not be necessary for Contractor to send in a payment. Instead the Department will make the necessary entries to offset other payments and as a result the Contractor will receive a net monthly prepayment. When this does occur, clarifying documentation will be provided to the Contractor by the Department's Accounting Division.

J. Penalties for Reporting Noncompliance

For failure to submit the final total Contractor FSR report by December 31, after the agreement period end date, the Contractor may be penalized with a one-time reduction in their current LPHO allocation for noncompliance with the fiscal year-end reporting deadlines. Any penalty funds will be reallocated to other CPBC Contractors (local health departments). Reductions will be one-time only and will not carryforward to the next fiscal year as an ongoing reduction to a Contractor's LPHO allocation. Penalties will be assessed based upon the postmark date of the mailing envelope:

LPHO Penalties for Noncompliance with Reporting Requirements:

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

V. Agreement Termination

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

- A. This agreement may be terminated by either party by giving thirty (30) days written notice to the other party stating the reasons for termination and the effective date.
- B. This agreement may also be terminated on thirty (30) days prior written notice upon the failure of either party to carry out the terms and conditions of this agreement, provided the alleged defaulting party is given notice of the alleged breach and fails to cure the default within the thirty (30) day period.
- C. This agreement may be terminated immediately if the Contractor's local health department, or an official of the Contractor's local health department, is convicted of any activity referenced in Part II, Section III.D, of this agreement during the term of this agreement or any extension thereof.

VI. Final Reporting upon Termination

Should this agreement be terminated by either party, within thirty (30) days after the termination, the Contractor shall provide the Department with all financial performance, and other reports required as a condition of the agreement. The Department will make payments to the Contractor for allowable reimbursable costs not covered by previous payments, other state or federal programs. The Contractor shall immediately refund to the Department funds not authorized for use and any payments advanced to the Contractor in excess of allowable reimbursable expenditures. Any dispute arising as a result of this agreement shall be resolved in the State of Michigan.

VII. Severability

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

VIII. Amendments

Any changes to this agreement will be valid only if made in writing and accepted by all parties to this agreement.

- A.** This agreement, including attachments, may be amended by mutual written consent of the Contractor and the Department. When submitting a proposed agreement/budget amendment, the Contractor must submit copies of the revised sheets and a summary description of the changes.
- B.** In the event that circumstances occur that are not reasonably foreseeable, or are beyond the Contractor's or Department's control, which reduce or otherwise interfere with the Contractor's or Department's ability to provide or maintain specified services or operational procedures, immediate written notification must be provided to the other party and an amendment to this agreement negotiated.
- C.** Amendments to this agreement shall be made as follows:

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

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

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

- 2.** Other amendments of a routine nature including applicable changes in budget categories, modified indirect rates, and similar conditions which do not modify the agreement scope, amount of funding to be provided by the Department or, the total amount of the budget may be submitted by the Contractor at any time prior to June 2nd. The Department will provide a written response within thirty (30) calendar days.

All amendments must be submitted to the Department by June 2nd to assure the amendment can be executed prior to the end of the agreement period.

IX. Liability

- A.** All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Contractor in the performance of this agreement shall be the responsibility of the Contractor, and not the responsibility of the Department, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor, provided that nothing herein shall be construed as a

waiver of any governmental immunity that has been provided to the Contractor or its employees by statute or court decisions.

- B. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the Department in the performance of this agreement shall be the responsibility of the Department, and not the responsibility of the Contractor, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any Department employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the State, its agencies (the Department) or employees as provided by statute or court decisions.
- C. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Contractor and the Department in fulfillment of their responsibilities under this agreement, such liability, loss, or damage shall be borne by the Contractor and the Department in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Contractor, the State, its agencies (the Department) or their employees, respectively, as provided by statute or court decisions.

X. Conflict of Interest

The Contractor and the Department are subject to the provisions of 1968 PA 317, as amended, MCL 15.321 et seq, MSA 4.1700(51) et seq, and 1973 PA 196, as amended, MCL 15.341 et seq, MSA 4.1700(71) et seq.

XI. State of Michigan Agreement

This is a State of Michigan Agreement and is governed by the laws of Michigan. Any dispute arising as a result of this agreement shall be resolved in the State of Michigan.

XII. Confidentiality

Both the Department and the Contractor shall assure that medical services to and information contained in medical records of persons served under this agreement, or other such recorded information required to be held confidential by federal or state law, rule or regulation, in connection with the provision of services or other activity under this agreement shall be privileged communication, shall be held confidential, and shall not be divulged without the written consent of either the patient or a person responsible for the patient, except as may be otherwise required by applicable law or regulation. Such information may be disclosed in summary, statistical, or other form which does not directly or indirectly identify particular individuals.

XIII. Waiver

Any clause or condition of this agreement found to be an impediment to the intended and effective operation of this agreement may be waived in writing by the Department or the Contractor, upon presentation of written justification by the requesting party. Such waiver may be temporary or for the life of the agreement and may affect any or all program elements covered by this agreement.

XIV. Funding

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

WASHTENAW COUNTY HEALTH DEPARTMENT

For FY 09/10, special requirements are applicable for the remaining program elements and funding sources listed in the attached pages and checked below:

- Adolescent STD Screening
- Bioterrorism Emergency Preparedness
- Bioterrorism - Cities of Readiness Initiative (CRI)
- Bioterrorism - Public Health Emergency Response - Novel - H1N1
- Bioterrorism Regional Epidemiology Support
- Building Healthy Communities
- Childhood Lead Poisoning Prevention Program
- Children's Special Health Care Services (CSHCS)
- Early Warning Infectious Disease Surveillance Travel
- Early Warning Infectious Disease Surveillance Workshop
- Expanded HIV Testing in High Prevalence Health Care Settings to Address Racial/Ethnic Disparities in Access to Testing Services
- Expanded HIV Testing Through Highly Targeted Community Based HIV Prevention Services
- Family Planning/BCCCP Joint Project
- Family Planning - Pregnancy Prevention
- Fetal Alcohol Spectrum Disorder Projects
- Generation With Promise
- Healthy Homes - Lead Safe Home Program
- HIV/AIDS CARE - MHI
- HIV/AIDS Maternal and Child Program
- HIV Prevention Services
- HIV Prevention Rapid Testing
- HIV Provider Education
- HIV/STD Partner Services
- HOPWA (Housing Opportunities for Persons Living with HIV/AIDS)
- Immunization Action Plan (IAP)
- Immunization - Assessment Feedback Incentive Exchange (AFIX) Follow-up Site Visit
- Immunization - Field Service Representatives
- Immunization - Nurse Education Reimbursement
- Immunization - Reaching More Children and Adults
- Immunization - Vaccine Quality Assurance Program
- Immunization - VFC/AFIX Basic Site Visit
- Informed Consent
- Laboratory Services
- Laboratory Services - Serologic Testing Algorithm for Determining Recent HIV Seroconversion and Variant and Atypical Resistant HIV Surveillance (STARHS and VARHS)
- Local Maternal and Child Health (MCH)
- Local Public Health Operations (LPHO)
- Local Tobacco Reduction
- Michigan Care Improvement Registry (MCIR)
- Michigan Care Improvement Registry (MCIR) - Regional
- Safe Routes to School Program

- Saginaw River/Bay Eat Safe Fish and Game Program
- Sexual Violence Prevention
- Sexually Transmitted Disease (STD) Control
- SIDS
- SMILE Michigan Dental Sealant Program
- TB Control (DOT)
- Teen Pregnancy Prevention Initiative
- WIC Services
- WISEWOMAN Coordination

MDCH Funding Allocations/Reimbursement Mechanisms Matrix

Program Element/Funding Source (a)	MDCH Source	Fed/ST	Funding Amount	Reimbursement Method (b)	Performance Target Output Measurement	Total (c) Perform. Expect.	State (d) Funded Target Perform.	State Funded Minimum Performance Number (e)	Vendor / Sub recipient (f)
Bioterrorism Emergency Preparedness	Reg. Alloc.	F	\$172,362	Staffing (6), (14)	N/A	N/A	N/A	N/A	Subrecipient
	Reg. Alloc.	F	\$34,473	Staffing (9), (15)	N/A	N/A	N/A	N/A	Subrecipient
	Reg. Alloc.	F	\$343,808	Staffing (6), (16)	N/A	N/A	N/A	N/A	Subrecipient
	Reg. Alloc.	F	\$16,500	Staffing (6), (17)	N/A	N/A	N/A	N/A	Subrecipient
CSHCS Case Mgt/Cara Coordination	Reg. Alloc.	S	\$45,000						
	Calc. Amt.		Various	Fixed Unit Rate (1), (7)	N/A	N/A	N/A	N/A	Vendor
CSHCS Outreach & Advocacy	Reg. Alloc.	F	\$64,724	Staffing (6)	N/A	N/A	N/A	N/A	Vendor
	Reg. Alloc.	S	\$48,276		N/A	N/A	N/A	N/A	Vendor
HIV Prevention Categorical Immunizations	Reg. Alloc.	F	\$86,135	Staffing (6)	N/A	N/A	N/A	N/A	Subrecipient
	Calc. Amt.								
Assessment Feedback Incentive Exchange (AFIX)	Reg. Alloc.	F	\$100/50 each	Fixed Unit Rate (2), (7)	N/A	N/A	N/A	N/A	Vendor
	Reg. Alloc.	F	\$136,905	Staffing (6)	N/A	N/A	N/A	N/A	Subrecipient
	Reg. Alloc.	F	\$150/each	Fixed Unit Rate (2), (7)	N/A	N/A	N/A	N/A	Vendor
	Reg. Alloc.	F	\$26,460	Staffing (6), (20)	N/A	N/A	N/A	N/A	Subrecipient
	Reg. Alloc.	S	\$31,772	Staffing (6)	N/A	N/A	N/A	N/A	Vendor
	Reg. Alloc.	F	\$150/each	Fixed Unit Rate (2), (7)	N/A	N/A	N/A	N/A	Vendor
	Reg. Alloc.	F	\$300/Each	Fixed Unit Rate (2), (7)	N/A	N/A	N/A	N/A	Vendor
	Reg. Alloc.	S	\$50/each	Fixed Unit Rate (2), (7)	N/A	N/A	N/A	N/A	Vendor
Local MCH program to be determined based on plan approval	Local MCH	F	\$106,168	After Program approval, applicable Local MCH funding will be incorporated under the program elements selected in the plan, along with approved output performance measures, via amendment					Subrecipient
Local Public Health Operations	Reg. Alloc.	S	\$267,156	Performance	% of Food Service Licensees receiving required inspections	N/A	75%	N/A	Vendor
	Reg. Alloc.	S	\$88,668	LPHO (3), (4)	N/A	N/A	N/A	N/A	Vendor
	Reg. Alloc.	S	\$145,789	LPHO (3), (4)	N/A	N/A	N/A	N/A	Vendor
	Reg. Alloc.	S	\$310,604	LPHO (3), (4)	N/A	N/A	N/A	N/A	Vendor
	Reg. Alloc.	S	\$86,137	LPHO (3), (4)	N/A	N/A	N/A	N/A	Vendor
	Reg. Alloc.	S	\$328,264	LPHO (3), (4)	N/A	N/A	N/A	N/A	Vendor
	Reg. Alloc.	S	\$20,000	Staffing (6)	N/A	N/A	N/A	N/A	Subrecipient
	Local MCH	F	TBD	Staffing (6)	N/A	N/A	N/A	N/A	Subrecipient
	Reg. Alloc.	F	\$5,000	Staffing (6)	N/A	N/A	N/A	N/A	Subrecipient
	Reg. Alloc.	F	\$26,949	Performance	% of required visits to providers performed	N/A	90%	N/A	Subrecipient
	Calc. Amt.	F	\$65 each	Fixed Unit Rate(2), (11)	N/A	N/A	N/A	N/A	Vendor
	Reg. Alloc.	F	\$19,269	Staffing (6)	N/A	N/A	N/A	N/A	Vendor
Resident Services	Reg. Alloc.	F	\$697,482	Performance (8)	#Average Monthly Participation	N/A	5,000	97%	Subrecipient
	Reg. Alloc.	F						4,850	
TOTAL MDCH FUNDING			\$3,107,891						

FOOT NOTES:

FY 09 10

- (a) Refer to Plan and Budget Framework for element definitions.
- (b) Refer to master comprehensive agreement and program and budget instructions package for further explanation of applicability of these reimbursement
- (c) Negotiated starting from the average of the past two complete years' actual number where available.
- (d) Calculated by multiplying the "Total Performance Expectation" column by the ratio of the elements total State funding (DCH 0410, Line 24) to "Total
- (e) Calculated by multiplying the "State Funded Element Target Performance" column by the "Percent" column.
- (f) Refer to master comprehensive agreement and budget instructions package for further explanation regarding these designations.

(1) CSHCS Care Coordination

- 1. Case Management
 - A. Maximum of six (6) services per year
 - B. Reimbursement - \$201.58 per service provided face-to-face in the home setting.
- 2. CARE COORDINATION

A. LEVEL I PLAN OF CARE

- 1. Annual Plan of Care in the home or home-like setting that requires the Care Coordinator to travel to a non-LHD site \$150
- 2. Annual Plan of Care over the telephone \$100

B. LEVEL II CARE COORDINATION

- 1. Level II Care Coordination is reimbursed at \$30.00 per unit
- 2. A maximum of 10 units per beneficiary per eligibility year will be reimbursed.

(2) Reimbursement Chart for Fixed Rates

AIDS/HIV Prevention Non-Categorical	\$11.00 per blood draw for non-categorical health departments. Limited annually to \$2,000.
Immunization Assessment Feedback Incentive Exchange (AFIX) Follow-up	\$100 per personal visit or \$50 for a phone call (with information mailed afterward) to the provider office, not to exceed the maximum set for each individual contractor.
Immunization Nurse Education	\$150 per session, upon completion and submission of Provider Contracts and Report Forms. Reimbursement can only be made for one in-service module session per physician clinic site per year.
Immunization VFC (only) Provider Site Visits	\$150 per site visit, not to exceed the maximum set for each individual Contractor.
Immunization VFC/AFIX Combined Provider Site Visits	\$300 per site visit, not to exceed the maximum set for each individual Contractor.
Informed Consent	\$50 per woman served, for each woman that expressly states that she is seeking a pregnancy test or confirmation of a pregnancy for the purpose of obtaining an abortion and is provided the services.
Laboratory Services - STD & AIDS	See contract language for gonorrhea and chlamydia testing reimbursement/performance requirements.
SIDS	\$85 for each family support visit. A maximum of six (6) visits per infant death is reimbursable.

FOOT NOTES: FY 09 10

- (3) Allocation to be reflected in individual programs during budgeting process.
- (4) Funding Source (not a single element). Hearing and Vision are single elements.
- (5) Subject to Statewide Maintenance of Effort requirement for Title X.
- (6) State funding is first source (after fees and other earmarked sources).
- (7) Fixed unit rate subject to actual costs.
- (8) The performance reimbursement target will be the base target caseload established by MDCH.
- (9) Subject to a match requirement (hard or in-kind) of \$1 for each \$3 of MDCH agreement funding for Wisewoman Coordination.
- (10) Fixed unit rate limited to contract amount.
- (11) Up to six (6) visits per family.
- (12) Non-categorically funded Health Departments will be reimbursed at \$11.00 per HIV test conducted up to a maximum of \$2,000 annually.
- (13) The performance reimbursement target Title X base caseload established for the Family Planning - General services program element is exclusive of Plan First enrollees. Quarterly FPAR data will be used to determine total Title X users and Plan First enrollees.
- (14) Bioterrorism funds must be expended by July 31, 2010 and is subject to a 5% match requirement as specified in the Public Health Preparedness Emergency Cooperative Agreement Guidance.
- (15) Bioterrorism funds are for August 1, 2010 - September 30, 2010 and is subject to a 10% match requirement as specified in the Public Health Preparedness Emergency Cooperative Agreement Guidance.
- (16) Bioterrorism Public Health Response - Novel - H1N1 funding must be expended by 7/30/2010.
- (17) Subject to a 25% match requirement.
- (18) Project meets the Research and Development criteria as defined by OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.
- (19) Funding must be expended by 7/31/10.
- (20) American Recovery and Reinvestment Act (ARRA) provision applies.

NOTE: Some footnotes may not apply to this agency.